

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

**Appeal No. 191 of 2024**  
**Date of Decision: July 03, 2025**

Signature Global India Pvt. Ltd., 13<sup>th</sup> Floor, Dr. Gopal Das Bhawan,  
28 Barakhamba Road, New Delhi.

Appellant

Versus

Devroop Guha resident of J-11, Top Floor, Street No.3, Laxmi Nagar,  
Delhi.

Respondent

**CORAM:**

Justice Rajan Gupta	Chairman
Shri Rakesh Manocha	Member (Technical) (Joined through VC)

**Argued by:** Mr. Kamal Jeet Dahiya, Advocate,  
for the appellant

Respondent in person.

**ORDER:**

**RAJAN GUPTA, CHAIRMAN:**

Present appeal is directed against order dated  
20.07.2023 passed by the Authority<sup>1</sup> at Gurugram. Operative  
part thereof reads as under:

- i. The respondent is directed to pay delayed possession charges at the prescribed rate of interest i.e., 10.75% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession 21.02.2022 till offer of possession i.e., 28.03.2023 plus two months i.e., upto 28.05.2023 as per proviso to section 18(1) of the Act read with rule 15 of the rules.*
- ii. The respondent shall not charge anything from the complainant which is not the part of the flat buyer's agreement.*

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<sup>1</sup> Haryana Real Estate Regulatory Authority at Gurugram

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- iii. *The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.75% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.*
- iv. *The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.*
- v. *The respondent is directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules.*

2. Brief factual matrix of the case is that the respondent-allottee booked a unit bearing No.7-405, Tower 7 in project “The Millennia”, 37-D, Gurugram, Haryana under Affordable Group Housing Policy, 2013. Total sale consideration for the said unit was Rs.22,49,266/- against which the allottee remitted an amount of Rs.19,68,106/-. FBA<sup>2</sup> between the parties was executed on 26.11.2017. The builder claimed that as per FBA, it was to deliver the possession of the unit on 21.02.2022. OC<sup>3</sup> was granted to the appellant-builder by the competent Authority on 25.01.2023. Offer of possession was made to the respondent-allottee on 28.03.2023. Possession of the unit was handed over to the respondent-allottee on 19.06.2023 and conveyance deed was also executed in his favour on 19.06.2023.

3. The case of the respondent-allottee, in its complaint before the authority, is that intentional delay was caused by the

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<sup>2</sup> Flat Buyer's Agreement

<sup>3</sup> Occupation Certificate

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appellant-promoter in handing over of possession of the unit in question. As the appellant-promoter could not give possession in time, he is entitled to DPC<sup>4</sup> along with permissible interest.

4. Admittedly, the allottee is in possession of the unit. Instant complaint was instituted by the respondent-allottee before the Authority on 18.07.2022 raising various pleas. His complaint was disposed of by the Authority with the direction as contained in opening para of this order.

5. Aggrieved by the said order passed by the Authority, the respondent-allottee did not prefer any appeal. The appellant-promoter has, however, challenged the impugned order. It has limited its prayer only for grant of benefit of force-majeure conditions on account of COVID-19 pandemic and accordingly 21.02.2022 may not be considered as deemed date of delivery of possession.

6. The prayer made by learned counsel is untenable.

7. Though entitlement to six months' grace period due to Covid-19 is doubtful, yet this Bench does not wish to interfere as there is no appeal by the other side i.e. allottee.

8. The concept of "*force majeure*" has to be understood strictly in legal terms. In legal parlance "*force majeure*" refers to natural calamity such as war, flood, drought, fire, cyclone, earthquake, etc. Extending scope of the concept of "*force majeure*" would not be appropriate in view of the fact that the term has been defined in the Act<sup>5</sup> itself (Section 6). In case a wider interpretation is given to

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<sup>4</sup> Delay Possession Charges

<sup>5</sup> The Real Estate (Regulation and Development) Act, 2016

the term, it would unduly benefit the promoter and be detrimental to the allottee. Section 6 of the Act is reproduced hereunder for ready reference:

***“6. Extension of registration.***

*The registration granted under section 5 may be extended by the Authority on an application made by the promoter due to force majeure, in such form and on payment of such fee as may be prescribed.*

*Provided that the Authority may in reasonable circumstances, without default on the part of the promoter, based on the facts of each case, and for reasons to be recorded in writing, extend the registration granted to a project for such time as it considers necessary, which shall, in aggregate, not exceed a period of one year.*

*Provided further that no application for extension of registration shall be rejected unless the applicant has been given an opportunity of being heard on the matter.*

*Explanation:- For the purpose of this section, the expression “force majeure” shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.”*

9. In the instant case, FBA between the parties is on record. As per FBA, possession was to be delivered on or before 21.02.2022. It is evident from the order passed by the Authority that in terms of the FBA, it has already granted six months as grace period to the appellant-promoter from 25.03.2020 to 24.09.2020 on account of COVID-19 pandemic as *force majeure*. In view of the same, it appears that sufficient time has been granted to the appellant-promoter by the Authority. Its attempt now to get further concession on account of *force majeure* is mis-conceived. *Force*

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*majeure* in the context of RERA Act does not fall within the ambit of explanation to Section 6 of the enactment.

10. The appeal is hereby dismissed.

11. The amount of pre-deposit made along with the appeal along with interest thereon be sent to the Authority for disbursement to the respondent-allottee subject to tax liability, if any.

12. Copy of this order be forwarded to the parties, their counsel and the learned Authority.

13. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)  
(through VC)

July 03,2025  
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