

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Date of decision: July 11,2025**

**(1) Appeal No.522 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Anant Gupta R/o Aman Residency Plot No.839, Flat No. F2,  
Shalimar Garden Extension-1, Sahibabad-201005.

Respondent

**(2) Appeal No.524 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Sapna Gangwar, R/o H-No.636, Saraswati Vihar, Chakkarpur,  
Gurugram-122002, Email ID:sapnagangwar2015@gmail.com

Respondent

**(3) Appeal No.525 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Madhu Singla R/o 8059/5, Main Road, Gurbax Colony, Patiala-  
147001, Punjab,

Respondent

**(4) Appeal No.526 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Ajeet R/o 804, Tower 04 Vipul Lavyana Society, Sector 81,

Gurugram-122004 Email ID-raoajeet30@gmail.com

Respondent

**(5) Appeal No.527 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Anurag Saini R/o 62-A, Kilokari, Angoori Mandir, Maharani  
Bagh, New Delhi-110014, Email ID-anuragsanics@gmail.com

Respondent

**(6) Appeal No.528 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Lalit Mohit Saini R/o 62-A, Kilokari, Angoori Mandir, Opposite  
Maharani Bagh, New Delhi-110014, Email ID-lalit001@gmail.com

Respondent

**(7) Appeal No.529 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Rinku R/o 802 Tower 05, Vipul Lavyana Society Sector 81,  
Gurugram, 122004 Email ID: raoajeet30@gmail.com

Respondent

**(8)Appeal No.530 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Vanshdeep Kewlani 15-C-DDA Flat, Taimoor Nagar, New Friends  
Colony, New Delhi-110065, Email ID:vkewlani@gmail.com

Respondent

**(9) Appeal No.531 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Rajesh Kumar Jain R/o C-79, United Apartments, Mayur Vihar  
Phase-1 (Extension), Delhi 110091 Email ID:  
rajeshkjain.99@gmail.com

Respondent

**(10) Appeal No.532 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,  
White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Seema Srivastava R/o C-148, Mansarover Garden, New Delhi-  
110015 Email ID-sanjeevdiwan87@gmail.com

Respondent

**(11) Appeal No.533 of 2024**

M/s Pyramid Infratech Pvt. Ltd. H-38, Ground Floor, M2K,

White House, Sector 57, Gurugram-122003.

Appellant.

Versus

Aastha Nagpal R/o C-400, Saraswati Vihar, North West, New Delhi-110034 Email ID-manojnag400@gmail.com.

Respondent

Argued by : Mr. Ashim Aggarwal, Advocate,  
for the appellant.

Mr. Ashwani Kumar Singla, Advocate  
for the respondent.

**CORAM:**

**Justice Rajan Gupta**  
**Rakesh Manocha**

**Chairman**  
**Member (Technical)**  
(joined through VC)

**ORDER:**

**RAJAN GUPTA, CHAIRMAN**

This order shall dispose of above-mentioned appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 522 of 2024.

2. Present appeal is directed against order dated 24.05.2024, passed by the Authority<sup>1</sup>. Operative part thereof reads as under:

*30. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):*

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

*i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e. 22.01.2020 till actual handing over of possession which is 07.12.2020.*

*ii. The complainant(s) are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.*

*iii. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement or provided under the policy of 2013.*

*iv. The arrears of such interest accrued from 22.01.2020 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.*

*v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e. 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e. the delayed possession charges as per section 2(za) of the Act.*

*31. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.*

*32. The complaints stand disposed of.*

3. It appears that the allottee applied for a unit in project "Pyramid Urban Homes-II" floated by the promoter in Sector 86, Gurugram, as Affordable Housing Project. Licence was granted by the Directorate of Town and Country Planning on 09.09.2014.

The project was registered under the Act<sup>2</sup> vide registration certificate No. 253 of 2017 dated 03.10.2017. Possession of the unit in question was to be offered to the allottee within four years from the date of approval of building plan or grant of environment clearance whichever was later. Admittedly, date of approval of building plan is 25.05.2015 and the date of environmental clearance is 22.01.2016. Due date of possession was thus calculated as 22.01.2020. The allottee remitted entire consideration in respect of the unit in question. Occupation Certificate of the project was granted on 25.09.2020. Offer of possession was made on 22.10.2020. Admittedly, the allottee took possession on 07.12.2020.

4. Learned counsel for the appellant has assailed the order on the ground that the Authority has not taken into consideration the time consumed due to NGT ban of COVID-19 Pandemic etc., which were beyond the control of the promoter. As per him, said period has to be treated as zero period. In case, external factors had not intervened, Occupation Certificate may have been granted on an earlier date, as same was applied well in time i.e. on 19.09.2019.

5. Learned counsel for the respondent has refuted the contentions. He submits that delay in construction was prior to on-set of COVID-19. None of the grounds raised by the appellant amounts to *force majeure*, thus Authority has rightly granted delay possession charges from due date of possession i.e. 22.01.2020 till actual handing over of possession i.e. 07.12.2020.

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<sup>2</sup> The Real Estate (Regulation & Development) Act, 2016

6. We have heard learned counsel for parties and given careful thought to the facts of the case.

7. Admittedly, the allottees in all the appeals are already in possession as most of them were handed over possession in the year 2020. The appellant has, however, preferred the appeal with the plea that the allottee is not entitled to any delay compensation for the period from 22.01.2020 till 07.12.2020 as that period has to be counted as COVID-19 pandemic and thus, order needs to be suitably modified.

8. The plea for grant of “*force majeure*” for the entire period on account of ban by National Green Tribunal on construction activities, second wave of Covid-19 etc., in our view, is totally mis-conceived.

9. 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 itself (Section 6). In case a wider interpretation is given to 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."*

10. It is evident that the appellant is claiming benefit of COVID-19 pandemic on-set of which was in March, 2020, whereas due date of handing over of possession was prior to that. The promoter's attempt to get concession for the entire period on account of force majeure is mis-conceived and, hence, the same is denied.

11. In ***M/s Pragatej Builders and Developers Pvt. Ltd. V. Mr. Abhishek Anuj Shukhadia and another***<sup>3</sup>, Bombay High Court has denied the benefit of grace period on account of Covid-19 pandemic holding that the original agreement would be adhered to and Covid-19 pandemic would not exempt the promoter from interest liability.

12. In view of above, we find no merit in these appeals. The same are hereby dismissed.

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<sup>3</sup> 2024 Supreme (Online) (Bom) 1822



13. The amount of pre-deposit made by the promoter in each appeal in terms of proviso to Section 43(5) the Act along with interest accrued thereon, be remitted to the Authority for disbursement to the respondent-allottee(s) subject to tax liability, if any.
14. Copy of the order be sent to the parties/ their counsel and the Authority.
15. Files be consigned to records.

Justice Rajan Gupta,  
Chairman,  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)  
(joined through VC)

July 11, 2025  
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