



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Complaint no.:	3013 of 2022
Date of filing.:	16.11.2022
First date of hearing.:	01.02.2023
Date of decision.:	22.07.2025

1. Rekha Gupta  
2. Puneet Gupta  
Both R/o 1/507, Baradari,  
Near Sarvodya Hospital, Old Faridabad, Sector-19  
Faridabad, Haryana-121002

...COMPLAINANTS

VERSUS

M/s BPTP Parkland Pride Limited  
OT-30, 3rd Floor, Next Door Parklands,  
Sector 76, Parklands Haryana 121004  
Also at 28 ECE HOUSE, 1st floor, KG Marg, New Delhi, 110001.

....RESPONDENT

**CORAM:**

**Dr. Geeta Rathee Singh**

**Member**

**Nadim Akhtar**

**Member**

**Present: -**

Mr Rajan Kumar Hans, Counsel for the complainant  
through VC.

Mr. Tejeshwar Singh, Counsel for the respondent  
through VC.

**ORDER (DR. GEETA RATHEE SINGH - MEMBER)**

1. Present complaint has been filed by complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

**A. UNIT AND PROJECT RELATED DETAILS**

2. The particulars of project, details of sale consideration, amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Parkland Pride, Sector -77 & 78, Faridabad
2.	Nature of the project.	Residential
4.	RERA Registered/not registered	Not Registered
5.	Details of unit.	Floor No. PB-52-FF
6.	Date of allotment of unit	13.02.2012



7.	Date of floor buyer agreement	25.12.2012
8.	Possession Clause in BBA(clause 5.1)	<p>Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the seller/ confirming party or any restraints/restrictions from any courts/authorities but subject to the purchasers) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of Total Sale Consideration and other charges and having complied with all provisions, formalities, documentations etc., as prescribed by the Seller Confirming Party whether under this Agreement or otherwise from time to time, the Seller/Confirming Party proposes to offer the handing over the physical possession of Floor to the Purchaser(s) within a period of thirty (30) months from the date of execution of floor buyer agreement,. The Purchaser(s) agrees and understands that the Seller/ Confirming Party shall be entitled to a grace period of (180) one hundred and eighty days, after the expiry of thirty (30) months, for filing and pursuing the grant of an occupation</p>



		certificate from the concerned authority with respect to the plot on which the three independent floors are situated. The Seller/Confirming Party shall give a Notice of Possession to the Purchasers with regard to the handing over of possession and the event the purchaser(s) fails to accept and take the possession of the said floor within 30 days thereof, the purchaser(s) shall be deemed to be custodian of the said floor from the date indicated in the notice of possession and the said floor shall remain at the risk and cost of the purchaser(s)
9.	Due date of Possession	25.06.2015
10.	Total sale consideration	₹ 39,00,640/-
11.	Amount paid by complainant	₹ 13,98,903/-
12.	Offer of possession.	None

### B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that the complainants had booked a unit in the project of the respondent namely "Parkland Pride" situated at Sector 77, Faridabad, Haryana in the year 2011 upon payment of ₹ 3,00,000/- as booking amount

*Rathee*

on 10.05.2011. Complainants were allotted floor no. PB-52-FF measuring 1050 sq. ft. vide allotment letter dated 13.02.2012.

4. A floor buyer agreement was executed between both the parties on 25.12.2012. As per clause 5.1 of the agreement possession of the unit was to be delivered within a period of thirty (30) months from the date of execution of floor buyer agreement. Said period expired on 25.06.2015 Further, the respondent was allowed a period of 180 days for filing and pursuing grant of occupation certificate. The total sale consideration of the floor was fixed at ₹39,00,640/-.
5. That as per the demand raised by the respondent, the complainants have already made a payment of ₹ 13,98,903/- in respect of the booked floor. Copy of payment receipts is annexed as Annexure P-3.
6. The respondent was supposed to deliver possession of the booked floor by 25.06.2015, however the respondent miserably failed to complete construction of the project and deliver possession. Complainants repeatedly enquired about the same but the respondent was unable to provide clarity on the status of construction of the floor.
7. More than 8 years have passed from the due date of possession but the respondent has neither provided possession of the floor nor refunded the deposited amount along with interest. The complainants do not wish to continue with the project and hence, the present complaint seeking refund of paid amount along with interest.



### **C. RELIEF SOUGHT**

8. The complainants in present complaint seek following relief:

- (i) Direct the respondent to refund the entire amount i.e. ₹ 13,98,903/- paid to the respondent without any deduction.
- (ii) Direct the respondent to pay interest from the date of payment till date of realization as per prescribed rate.
- (iv) Pass such orders as are deemed fit and proper in the facts and circumstances of the present case, in the interest of justice.

### **D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

Learned counsel for the respondent filed detailed reply on 23.08.2023 pleading therein:

9. That in the year 2012 the complainants approached the respondent for booking a residential unit in the project of the respondent namely 'Parkland Pride' being developed at Sector 77 Faridabad. Consequently, vide allotment letter dated 13.02.2012 complainants were allotted floor no. PB-52 on first floor admeasuring 1050 sq. ft.
10. A floor buyer agreement was executed between the parties in respect of the floor in question on 25.12.2012. As per clause 5.1 of the agreement possession of the floor was to be delivered within a period of 30 months from



the date of execution of the agreement along with a grace period of 180 days.

Thus the deemed date of possession arrives at 25.12.2015.

11. The complainants opted for a construction linked payment plan at the time of booking. The complainants were very well aware that timely remittance of due payments is the essence of the agreement, regardless, the complainants stopped making further payments as per the chosen plan. The last payment was made on 15.03.2013.
12. That the respondent in order to complete the construction of the said floor issued various payment request letters and reminder notices to the complainants however, to no avail. The complainants failed to remit the called instalments within the stipulated period.
13. That after giving suitable opportunities to remit the due payment, the respondent on 31.12.2013 sent a termination letter to the complainants as per right available under clause 7.2 of the floor buyer agreement. As per the termination letter all the rights of the complainants over the floor in question have ceased to exist. That accordingly, after termination of the floor, the respondent has a right to forfeit the earnest amount along with delayed interest and total tax against the floor and any other non-refundable amount including incentives, brokerage charges etc. That after the termination of the floor solely due to the fault of the complainants, the respondent was entitled for a forfeiture of the non-refundable charges including earnest money, GST,



brokerage, and delay interest. The same was duly informed to the complainants.

14. The complainants have filed the present complaint on 16.11.2022 after a gap of more than 8 years from the date of termination thus the present complaint is barred by limitation. No cause of action persists as on date and hence, the present complaint is liable to be dismissed.
15. The project of the respondent has been duly completed and the occupation certificate has been obtained on 20.06.2018. A copy of the same is annexed as Annexure R-5. It is submitted that the respondent was faced with various force majeure conditions as well as delayed payment of instalments from allottees that led to the delay in construction of the project. The construction of the project is now complete and the same is being fully utilized by other allottees.
16. The complainants are defaulters, the floor allotted to the complainants has already been terminated after forfeiture of earnest money, thus the complainants are not entitled to any relief.

**E. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENT**

17. During hearing, learned counsel for the complainants submitted that as per buyer's agreement, possession of the floor should have been delivered by 25.06.2015. The total cost of the floor was ₹ 39,00,640/- out of which the



complainants have made a payment of ₹ 13,98,903/-, however, the respondent failed to deliver possession of the floor within stipulated time. Upon enquiry, the respondent was unable to give clarity regarding the status of possession of the floor. Learned counsel further submitted that as per the respondent the floor has been terminated on 31.12.2013, and if so was the case respondent should have then returned the amount paid by the complainants. Therefore, respondent may be directed to refund the amount paid by the complainants after deduction of 10% earnest money.

18. On the other hand, learned counsel for the respondent submitted that after the execution of the agreement, complainants have not made any payment since 15.03.2013. Upon delay being caused by the complainants on payment of different instalments, they were served with various payment reminders which they failed to oblige, therefore, the unit of the complainant has been terminated on 31.12.2013 on account of non payment of dues. He further stated that the present complaint has been filed by the complainants after a delay of more than 9 years. Therefore, the same is barred by limitation.

#### **E. ISSUES FOR ADJUDICATION**

19. Whether the complainants are entitled to refund of the amount deposited with the respondent along with interest in terms of Section 18 of Act of 2016?



**F. OBSERVATIONS OF THE AUTHORITY**

20. The Authority has gone through the rival contentions and oral arguments made by both parties. In light of the background of the matter as captured in this order, it is observed that there is no dispute regarding the fact that complainants were allotted floor no. PB-52-FF measuring 1050 sq. ft. vide allotment letter dated 13.02.2012 in the project namely 'Parkland pride' being developed by the respondent. A floor buyer agreement was executed between both the parties on 25.12.2012. As per clause 5.1 of the agreement possession of the unit was to be delivered within a period of thirty (30) months from the date of execution of floor buyer agreement. Said period expired on 25.06.2015. Further, the respondent was allowed a period of 180 days for filing and pursuing grant of occupation certificate. The total sale consideration of the floor was fixed at ₹39,00,640/- against which the complainants have paid an amount of ₹ 13,98,903/- till 15.03.2013. Thereafter, the complainants stopped making further payments as the construction works were not complete at the site. Plea of the complainants is that the respondent had failed to develop the project and deliver possession within the promised timeline.
21. As per clause 5.1 of the agreement, possession of the floor in question should have been delivered within a period of 30 months from the date of execution of floor buyer agreement. Said period expired on 25.06.2015.



The agreement further entitles the respondent to a grace period of 180 days after expiry of 24 months for filing and pursuing the grant of occupation certificate with respect to the plot on which the floor of the complainant is situated. In this regard, it is observed that as per the copy of the occupation certificate, the respondent had applied for the same vide application dated 16.06.2018 i.e more than three years later than the proposed grace period (26.06.2015 to 25.12.2015). Thus, it is the respondent who has delayed construction of the project and subsequently application for grant of occupation certificate. The delay is entirely on the part of the respondent. As per the settled principle no one can be allowed to take advantage of its own wrong. Accordingly, this grace period of 180 days cannot be allowed to the promoter. Thus the deemed date of possession works out to 25.06.2015.

22. As per observations in the preceding paragraph possession of the floor in question should have been delivered to the complainants by 25.06.2015. However, instead of delivering possession at the proposed time, the respondent had rather cancelled the allotment of the floor of the complainants on 31.12.2013 on account of non payment of dues. In this regard it is observed that the complainants in this case had paid an amount of ₹ 13,98,903/- against total sale consideration of ₹ 39,00,640/- in respect of the floor in question. The last payment was made by the complainants on 15.03.2013. Thereafter, respondent had issued several reminder notices



dated 16.04.2013, 16.05.2013, 26.06.2013, 26.07.2013, 28.08.2013, 27.09.2013, payment request dated 09.10.2013 and final opportunity letter dated 29.10.2013 to the complainants for making further payment of instalments. However, these demands/instalments had not been paid by the complainants due to which the respondent was constrained to cancel their allotment. A bare perusal of the demand letters issued by the respondent reveal that the respondent had been duly communicating the stage of construction to the complainants with each subsequent payment request as per the construction linked payment schedule agreed between the parties. On the other hand, complainants have not attached any document to show that the construction work was delayed at site at the time when they had stopped making payments or that they had communicated to the respondent with regard to delay in construction works.

23. Upon scrutiny of documents on file it is observed that, the complainants had stopped making payment of due amounts within three months of execution of the floor buyer agreement (executed on 25.12.2012) alleging that the construction works were not up to pace at the site. Three months time is too early to determine the pace or status of construction work of any real estate project. Complainants for reasons best known to them did not initiate any communication with regard to the status of construction works at the site and rather chose not proceed further with the allotment by opting to stop making further payments. Whereas, the respondent has shown its



bonafide by chasing the complainants throughout for making payment of outstanding amounts. However, the complainants deliberately chose not to respond to the demand/ reminder letters issued by the respondent. In case the complainants had any grievance the same should have been raised to the respondent rather than choosing to stay silent and evade their responsibilities.

Execution of a real estate project is an arduous task. Numerous approvals from myriad authorities of State Government and Central Government have to be obtained for completion of the project. In actuality, it happens that the proposed timeline for delivery of possession gets shifted due to unprecedented delays, however, that does not automatically mean that the allottee abandons the project and stops making further payment as that will lead to a cash crunch causing further difficulties for a developer. When an allottee decides to become part of an under construction project, he understands such risk factors (cost of such risks is factored in the agreement). Needless to mention that allottees are entitled to delay interest for the entire period of delay caused in handing over possession.

24. The Authority has to evaluate facts and circumstances of each case. The most important evaluation and determination has to be in regard to whether promoters have intention and capabilities to complete the project or not. In this instance, the respondent has completed the construction of the project



and also received occupation certificate on 20.06.2018. Though delay has been caused, the respondent had every intention of completing the project and delivering possession. Had the complainants continued making payments as per agreed payment plans their interests were already secure in terms of delayed possession charges as per clause 6.1 of the floor buyer agreement. Fact of the matter is that the complainants had preemptively stopped making payments of due amounts without giving any valid reason for the same. Respondent had performed its due obligation by issuing various reminder/ opportunity letters to the complainants. Nonetheless, in the event of non payment of dues on the part of the complainants, respondent had rightly cancelled the allotment of the complainants vide termination letter dated 31.12.2013.

25. Upon cancellation respondent had forfeited the entire amount on account of earnest money along with delayed interest and total tax against the floor and any other non-refundable amount including incentives, brokerage charges etc. Complainants have filed this present complaint seeking refund of the amount paid to the respondent in lieu of the booked floor after deduction of 10% earnest money in terms of the RERA Act in view of the cancellation dated 31.12.2013.

Now the main issue to be adjudicated by the Authority is whether the complaints are entitled to receive any refund as per provisions of RERA



ACT, 2016 as on date, with this complaint being filed after 9 years from the date of cause of action, i.e the cancellation of the allotment of the complainants vide letter dated 31.12.2013. As observed in proceedings paragraphs complainants had severely defaulted in making payments of instalments as per the agreed payment plan. Despite being issued several reminder notices complainants chose not to respond to the requests of the respondent which ultimately led to the cancellation of the allotment of the unit in question along with forfeiture of money as per the terms of clause 1.8 agreed between the parties through buyers agreement dated 25.12.2012. As per facts complainants did not take any steps nor raised any objection regarding the alleged cancellation. Complainants had cause of action against the respondent and they could have approached the appropriate forum then only, however, complainants chose to remain silent for almost 9 years from the date of cancellation till the filing of the present complaint in the year 2022. This long delay raises questions about the complainants's diligence in pursuing their claim. The delay could be viewed as a failure on the part of the complainants to act within a reasonable time, as expected in such legal matters. This long gap between the cause of action and the complaint filing can lead to dismissal based on the doctrine of laches, which prevents individuals from asserting claims after unreasonably delaying action without just cause. Authority concludes that the lack of timely action by the complainants before any appropriate forum as per



prevalent law shows a failure to protect their own interests, and this prolonged delay significantly undermines the credibility and viability of their claim. In support, reliance is placed upon judgement dated 18.04.2024 passed by Hon'ble Apex Court in Civil Appeal nos. 5027 of 2024 (@ Special leave Petition (civil) no. 30152 of 2018) Mrinmoy Maity versus Chhanda Koley and others. Relevant part of the judgement is reproduced below for reference:-

*"9. Having heard rival contentions raised and on perusal of the facts obtained in the present case, we are of the considered view that writ petitioner ought to have been non-suited or in other words writ petition ought to have been dismissed on the ground of delay and laches itself. An applicant who approaches the court belatedly or in other words sleeps over his rights for a considerable period of time, wakes up from his deep slumber ought not to be granted the extraordinary relief by the writ courts. This Court time and again has held that delay defeats equity. Delay or laches is one of the factors which should be borne in mind by the High Court while exercising discretionary powers under Article 226 of the Constitution of India. In a given case, the High Court may refuse to invoke its extraordinary powers if laxity on the part of the applicant to assert his right has allowed the cause of action to drift away and attempts are made subsequently to rekindle the lapsed cause of action.*

*10. The discretion to be exercised would be with care and caution. If the delay which has occasioned in approaching the writ court is explained which would appeal to the conscience of the court, in such circumstances it cannot be gainsaid by the contesting party that for all times to come the*



*delay is not to be condoned. There may be myriad circumstances which gives rise to the invoking of the extraordinary jurisdiction and it all depends on facts and circumstances of each case, same cannot be described in a straight jacket formula with mathematical precision. The ultimate discretion to be exercised by the writ court depends upon the facts that it has to travel or the terrain in which the facts have travelled.*

*11. For filing of a writ petition, there is no doubt that no fixed period of limitation is prescribed. However, when the extraordinary jurisdiction of the writ court is invoked, it has to be seen as to whether within a reasonable time same has been invoked and even submitting of memorials would not revive the dead cause of action or resurrect the cause of action which has had a natural death. In such circumstances on the ground of delay and laches alone, the appeal ought to be dismissed or the applicant ought to be non-suited. If it is found that the writ petitioner is guilty of delay and laches, the High Court ought to dismiss the petition on that sole ground itself, in as much as the writ courts are not to indulge in permitting such indolent litigant to take advantage of his own wrong. It is true that there cannot be any waiver of fundamental right but while exercising discretionary jurisdiction under Article 226, the High Court will have to necessarily take into consideration the delay and laches on the part of the applicant in approaching a writ court. This Court in the case of *Tridip Kumar Dingal and others v. State of W.B and others.*, (2009) 1 SCC 768 has held to the following effect:*

*“56. We are unable to uphold the contention. It is no doubt true that there can be no waiver of fundamental right. But while exercising discretionary jurisdiction under Articles 32, 226, 227 or 136 of the Constitution, this Court takes into account certain factors and one of such considerations is delay and laches on the part of the applicant in approaching*



a writ court. It is well settled that power to issue a writ is discretionary. One of the grounds for refusing reliefs under Article 32 or 226 of the Constitution is that the petitioner is guilty of delay and laches.

57. If the petitioner wants to invoke jurisdiction of a writ court, he should come to the Court at the earliest reasonably possible opportunity. Inordinate delay in making the motion for a writ will indeed be a good ground for refusing to exercise such discretionary jurisdiction. The underlying object of this principle is not to encourage agitation of stale claims and exhumed matters which have already been disposed of or settled or where the rights of third parties have accrued in the meantime (vide *State of M.P. v. Bhailal Bhai* [AIR 1964 SC 1006 : (1964) 6 SCR 261], *Moon Mills Ltd. v. Industrial Court* [AIR 1967 SC 1450] and *Bhoop Singh v. Union of India* [(1992) 3 SCC 136 : (1992) 21 ATC 675 : (1992) 2 SCR 969]). This principle applies even in case of an infringement of fundamental right (vide *Tilokchand Motichand v. H.B. Munshi* [(1969) 1 SCC 110], *Durga Prashad v. Chief Controller of Imports & Exports* [(1969) 1 SCC 185] and *Rabindranath Bose v. Union of India* [(1970) 1 SCC 84]).

58. There is no upper limit and there is no lower limit as to when a person can approach a court. The question is one of discretion and has to be decided on the basis of facts before the court depending on and varying from case to case. It will depend upon what the breach of fundamental right and the remedy claimed are and when and how the delay arose."

12. It is apposite to take note of the dicta laid down by this Court in *Karnataka Power Corporation Ltd. and another v. K. Thangappan and another*, (2006) 4 SCC 322 whereunder it has been held that the High Court may refuse to exercise extraordinary jurisdiction if there is



*negligence or omissions on the part of the applicant to assert his right. It has been further held thereunder:*

*"6. Delay or laches is one of the factors which is to be borne in mind by the High Court when they exercise their discretionary powers under Article 226 of the Constitution. In an appropriate case the High Court may refuse to invoke its extraordinary powers if there is such negligence or omission on the part of the applicant to assert his right as taken in conjunction with the lapse of time and other circumstances, causes prejudice to the opposite party. Even where fundamental right is involved the matter is still within the discretion of the Court as pointed out in Durga Prashad v. Chief Controller of Imports and Exports [(1969) 1 SCC 185 : AIR 1970 SC 769]. Of course, the discretion has to be exercised judicially and reasonably.*

*7. What was stated in this regard by Sir Barnes Peacock in Lindsay Petroleum Co. v. Prosper Armstrong Hurd [(1874) 5 PC 221 : 22 WR 492] (PC at p. 239) was approved by this Court in Moon Mills Ltd. v. M.R. Meher [AIR 1967 SC 1450] and Maharashtra SRTC v. Shri Balwant Regular Motor Service [(1969) 1 SCR 808 : AIR 1969 SC 329]. Sir Barnes had stated: "Now, the doctrine of laches in courts of equity is not an arbitrary or a technical doctrine. Where it would be practically unjust to give a remedy either because the party has, by his conduct done that which might fairly be regarded as equivalent to a waiver of it, or where by his conduct and neglect he has though perhaps not waiving that remedy, yet put the other party in a situation in which it would not be reasonable to place him if the remedy were afterwards to be asserted, in either of these cases, lapse of time and delay are most material. But in every case, if an argument against relief, which otherwise would be just, is founded upon mere delay, that delay of course not amounting to a bar by any statute of limitation, the validity of that defence must be tried upon principles substantially equitable. Two circumstances always important in such*



*cases are, the length of the delay and the nature of the acts done during the interval which might affect either party and cause a balance of justice or injustice in taking the one course or the other, so far as it relates to the remedy."*

8. *It would be appropriate to note certain decisions of this Court in which this aspect has been dealt with in relation to Article 32 of the Constitution. It is apparent that what has been stated as regards that article would apply, a fortiori, to Article 226. It was observed in Rabindranath Bose v. Union of India [(1970) 1 SCC 84 : AIR 1970 SC 470] that no relief can be given to the petitioner who without any reasonable explanation approaches this Court under Article 32 after inordinate delay. It was stated that though Article 32 is itself a guaranteed right, it does not follow from this that it was the intention of the Constitution-makers that this Court should disregard all principles and grant relief in petitions filed after inordinate delay.*

9. *It was stated in State of M.P. v. Nandlal Jaiswal [(1986) 4 SCC 566 : AIR 1987 SC 251] that the High Court in exercise of its discretion does not ordinarily assist the tardy and the indolent or the acquiescent and the lethargic. If there is inordinate delay on the part of the petitioner and such delay is not satisfactorily explained, the High Court may decline to intervene and grant relief in exercise of its writ jurisdiction. It was stated that this rule is premised on a number of factors. The High Court does not ordinarily permit a belated resort to the extraordinary remedy because it is likely to cause confusion and public inconvenience and bring, in its train new injustices, and if writ jurisdiction is exercised after unreasonable delay, it may have the effect of inflicting not only hardship and inconvenience but also injustice on third parties. It was pointed out that when writ jurisdiction is invoked, unexplained delay coupled with the creation of third-party rights in the meantime is an important factor which also weighs with the High Court in deciding whether or not to exercise such jurisdiction."*



13. *Reiterating the aspect of delay and laches would disentitle the discretionary relief being granted, this Court in the case of Chennai Metropolitan Water Supply & Sewerage Board and others v. T.T. Murali Babu, (2014) 4 SCC 108 has held:*

*“16. Thus, the doctrine of delay and laches should not be lightly brushed aside. A writ court is required to weigh the explanation offered and the acceptability of the same. The court should bear in mind that it is exercising an extraordinary and equitable jurisdiction. As a constitutional court it has a duty to protect the rights of the citizens but simultaneously it is to keep itself alive to the primary principle that when an aggrieved person, without adequate reason, approaches the court at his own leisure or pleasure, the court would be under legal obligation to scrutinise whether the lis at a belated stage should be entertained or not. Be it noted, delay comes in the way of equity. In certain circumstances delay and laches may not be fatal but in most circumstances inordinate delay would only invite disaster for the litigant who knocks at the doors of the court. Delay reflects inactivity and inaction on the part of a litigant — a litigant who has forgotten the basic norms, namely, “procrastination is the greatest thief of time” and second, law does not permit one to sleep and rise like a phoenix. Delay does bring in hazard and causes injury to the lis.”*


26. In view of the aforementioned facts and circumstances, the Authority is constrained to conclude that the present complaint is nothing but an ill-advised luxurious litigation and a classic example of litigation to enrich oneself at the cost of another and to waste the precious time of this Authority. The Real Estate (Regulation and Development) Act 2016 is a beneficial/



social legislation enacted by the Parliament to put a check on the malpractices prevailing in the real estate sectors and to address the grievances of the allottees who have suffered due to the dominant position of the promoter (s). However, it is a moral obligation on the part of complainant to invoke the provisions of the Act with a clear and bonafide intent and not as a tool/instrument for enrichment.

27. The Authority is of view that this tendency needs to be curbed and as such, concludes that the present complaint filed by the complainants is hereby dismissed for the reasons elaborated in paragraphs.

28. **Disposed of.** File be consigned to the record room after uploading of the order on the website of the Authority.

  
.....  
**CHANDER SHEKHAR**  
[MEMBER]

  
.....  
**DR. GEETA RATHEE SINGH**  
[MEMBER]