

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 377 of 2022

Date of Decision: July 29, 2025

Harish Jaggi, B-249, Greater Kailash-I, New Delhi-110048

Appellant.

Versus

M3M India Limited, having its address at: Paras Twin Tower,
Tower-B, 6th Floor, Golf Course Road, Sector 54, Gurugram-
122002

Respondent

Present : Mr. Shubnit Hans, Advocate along with
Mr. Anjan Preet Singh, Advocate for the appellant.

Mr. A. R. Takar, Advocate along with
Mr. Aman Arora, Advocate
Ms. Shriya Takkar, Advocate
Mr. Archit Rana, Advocate
Mr. Prince Sharma, Advocate and
Mr. Dushyant Rana, Advocate
For the respondent.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated
10.11.2021, passed by the Authority¹. Operative part thereof
reads as under:

*41. 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):*

¹ Haryana Real Estate Regulatory Authority, Gurugram

i. The possession was offered on 02.01.2018 and two months period from date of offer of possession comes out to be 02.03.2018 which is prior to due date of possession. Accordingly, the delivery is within time and no delay possession charges can be allowed.

42. Complaint stands disposed of.

43. File be consigned to registry.”

2. It appears that project ‘M3M Golf Estate’ was floated by the respondent-promoter in Sector 65, Gurugram. The appellant was allotted a unit measuring 3843 square feet in the said project for a total consideration of Rs.5,01,86,160/-, out of which the allottee paid Rs.4,66,89,495/-. Apartment Buyer’s agreement was executed between the parties on 19.09.2014. As per agreement, due date of delivery of possession was 19.03.2018. Occupation Certificate was granted to the promoter on 25.07.2017. Immediately thereafter, it offered possession to the allottee on 02.01.2018. The allottee preferred the instant complaint claiming DPC².

3. After hearing the parties, the Authority dismissed the complaint vide impugned order.

4. Counsel for the appellant contends that the order passed by the Authority is unsustainable as it has not appreciated all factual aspects of the matter. As per him, the agreement was actually executed in the year 2012. If due date of possession is computed from the said year, there would be approximately two years’ delay in handing over possession for which the appellant is entitled to DPC.

² Delayed Possession Charges.

5. Counsel for the respondent, on the other hand, submits that Apartment Buyer's Agreement is on record. A perusal thereof would show that the same was executed on 19.09.2014. Taking said date into consideration, due date of delivery would come to 19.03.2018 (including grace period of six months). As per him, the Authority has correctly decided the matter. He further contends that no evidence has been brought on record by the appellant to show that the agreement was executed in the year 2012. As per him, even in his pleadings before the Authority, the appellant has admitted that the agreement was executed in the year 2014. He emphasises that immediately after Occupation Certificate was received on 25.07.2017, offer of possession was made on 02.01.2018 i.e. prior to the due date of possession.

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

7. The factual aspect whether Apartment Buyer's Agreement was executed in the year 2012 has been raised by the appellant, however, there is no document on record in support of this contention. It appears that no evidence in this regard was led before the Authority. A perusal of the chart, reproduced in paragraph 2 of the impugned order shows that date of execution of Apartment Buyer's Agreement is recorded as 19.09.2014. The Apartment Buyer's agreement placed on record by the appellant in the instant case also bears stamped endorsement of date of execution as 19.09.2014. If taken from that date, due date of possession would come to 19.03.2018. It is evident that offer of possession was made prior to that. There

is, thus, no question of any payment of DPC. The order passed by the Authority suffers from no legal infirmity. The same is hereby upheld.

8. Accordingly, the appeal is dismissed.

9. Copy of this order be sent to the parties/their counsel and the Authority.

10. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

July 29, 2025
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