

.BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

(1) CM Nos. 1812 to 1814 of 2024 in/and

Appeal No.884 of 2024

Date of Decision: June 05, 2025

M/s Signature Global (India) Limited (formerly known as Signature Global (India) Private Limited), Registered office: 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant.

Versus

1. Praveen Kumar Gupta R/o Signature Global, The Millennia, Tower No. 3 Flat No. 801, Sector 37D, Gurugram, Haryana-122006.

Respondent

(2) Appeal No.903 of 2024

M/s Signature Global (India) Limited (formerly known as Signature Global (India) Private Limited), Registered office: 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant.

Versus

1. Asad Ali;
2. Shehnaz Both are R/o House No. D6, Flat No. 35, New Palam Vihar, Sai Kunj, Street No. 16, Gurgaon 122001.

Respondents

(3) Appeal No.904 of 2024

M/s Signature Global (India) Limited (formerly known as Signature Global (India) Private Limited), Registered office: 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant.

Versus

Balbir Singh Narval R/o Rindhana (4), Gohana, Sonipat,
Haryana-131304.

Respondent

(4) Appeal No.905 of 2024

M/s Signature Global (India) Limited (formerly known as
Signature Global (India) Private Limited), Registered office:
13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road,
New Delhi-110001.

Appellant.

Versus

Puneet Khaneja R/o H.No. 1053 Ward No. 24 Ram Nagar
Gurugram

Respondent

(5) Appeal No.918 of 2024

M/s Signature Global (India) Limited (formerly known as
Signature Global (India) Private Limited), Registered office:
13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road,
New Delhi-110001.

Appellant.

Versus

Renu Arora R/o 7C, Raavi Apartment, D Block, Vikaspuri New
Delhi-110018.

Respondent

(6) Appeal No.922 of 2024

M/s Signature Global (India) Limited (formerly known as
Signature Global (India) Private Limited), Registered office:
13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road,
New Delhi-110001.

Appellant.

Versus

1. Susheela Sangwan;
2. Mohit Sangwan Both are R/o H.No. 1001, Ward No. 23, Jawahar Nagar, Near Engineering College, Safidon Road, Jind, Haryana-126102.

Respondent

(7) Appeal No.925 of 2024

M/s Signature Global (India) Limited (formerly known as Signature Global (India) Private Limited), Registered office: 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant.

Versus

1. Mrs. Shahana W/o Mohd. Yunish
 2. Mohd. Yunish S/o Murad Yunish
- Both R/o House No. 1543, First Floor, Jahagipuri, North West, 110033.

Respondents

(8)Appeal No.926 of 2024

M/s Signature Global (India) Limited (formerly known as SignatureGlobal (India) Private Limited), Registered office: 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant.

Versus

1. Nikhil Walia;
2. Shilpi Walia Both R/o Flat 102, Ist Floor, Smriti Apartment, Sector-56, Gurugram, 122001.

Respondents

(9) Appeal No.919 of 2024

M/s Sternal Buildcon Pvt. Ltd. Registered office at 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant.

Versus

Niharika Mukherjee R/o H.No. 106, City Heights Apartments,
Sector 39, Gurugram, Haryana-122001.

Respondent

(10) Appeal No.921 of 2024

M/s Sternal Buildcon Pvt. Ltd. Registered office at 13th Floor,
Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-
110001.

Appellant.

Versus

1. Kavita Mittal

2. Arvind Mittal Both R/o H.No. F-207, Wembley Estate,
Sector 49-50, Near Rosewood City, Islampur (97), Gurugram,
Haryana-122018.

Respondents

(11) Appeal No.923 of 2024

M/s Sternal Buildcon Pvt. Ltd. Registered office at 13th Floor,
Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-
110001.

Appellant.

Versus

Saurabh Dixit R/o H.No. 1220, 2nd Floor, Sector-9, Gurugram,
Haryana-122001.

Respondent

(12) Appeal No.924 of 2024

M/s Forever Buildtech Private Limited Registered office at 13th
Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New
Delhi-110001.

Appellant.

Versus

Narender Kumar R/o Village Gadania, P.O., Bairawas, Tehsil &
District Mahendergarh, Haryana.

Respondent

(13) Appeal No.107 of 2025

M/s Signature Global (India) Limited (formerly known as
Signature Global (India) Private Limited), Registered office:
13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road,
New Delhi-110001.

Appellant.

Versus

Rampal Singh Chauhan R/o Village-Bass, Post-Achina, Tehsil-Ch-Dadri, District Bhiwani, Haryana-127307.

Respondent

(14) Appeal No.136 of 2025

M/s Signature Global (India) Limited (formerly known as Signature Global (India) Private Limited), Registered office: 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant.

Versus

Komal R/o H.No. 75C, FG-1, Punjab National Bank, Vikas Puri, Tilak Nagar, West Delhi-110018.

Respondent

(15)Appeal No.140 of 2025

M/s Signature Global (India) Limited (formerly known as Signature Global (India) Private Limited), Registered office: 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant.

Versus

1.Laxmi Narain

2.Sunita Narain Both R/o 19-C, Pocket-J, Sheikh Sarai Phase-2, South Delhi, New Delhi-110017

Respondents

(16) Appeal No.12 of 2025

M/s Sternal Buildcon Pvt. Ltd. Registered office: 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant.

Versus

1.Rajesh Kumari R/o H.NO. 181, Uphari Mohalla, Near Bhaia Chowk, Mahipalpur, South West Delhi, 110037.

2. India Infoline Housing Finance Limited Registered office at 12A-

10, 13th Floor, Parinee Crescenzo, C-38 and C-39, G-Block, Behind MCA, Bandra Kurla Complex, Bandra East, Mumbai-400051.

Respondents

Argued by : Mr. Kunal Dawar, Ms. Tanika Goyal,
Mr. Rohit and Ms. Ankita Chaudhary, Advocates
For the appellant.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)
(Joined through VC)

O R D E R:

RAJAN GUPTA, CHAIRMAN

This order shall dispose of above-mentioned appeals, as common questions of law and facts are involved. However, the facts have been extracted from Appeal No. 884 of 2024.

2. Present appeal is directed against order dated 04.09.2024, passed by the Authority¹. Operative part thereof reads as under:

“i. The respondent is directed to pay interest at the prescribed rate i.e. 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 21.02.022 till the date of offer of possession (15.02.2023) plus two months i.e. upto 15.04.2023 as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

ii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

¹ Haryana Real Estate Regulatory Authority, Gurugram

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. 11.10% 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. Further no interest shall be charged from the complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.

iv. The respondent is further directed to charge maintenance charges from the date possession of unit is being offered to the complainant i.e. from 15.02.2023.

v Further, the respondent is directed to charge administrative charges of upto Rs.15000/- only from the complainant for any such expenses which it may have incurred for facilitating the said transfer as has been fixed by the DTP office in this regard vide circular dated 02.04.2018.

vi. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement.

33. Complaint stands disposed of.

34. File be consigned to registry."

3. It appears that allottee applied for a unit in Affordable Group Housing Project "The Millennia", Sector 37D, Gurugram. Licence for this project was granted vide order dated 02.02.2017. BBA² was executed on 05.09.2018. Environmental clearance of the project was granted on 21.08.2017. Due date of possession was 21.02.2022. The promoter received Occupation Certificate on 15.02.2023 and

² Builder Buyer's Agreement

made offer of possession on the same date. The allottee being aggrieved by delay in handing over possession, approached the Authority for delay compensation.

4. In its reply, the promoter refuted the claim and stated that unavoidable delay has taken place due to on-set of Covid-19 pandemic. On account of constraints, such as absence of labour and availability of material, the promoter suffered loss who could not deliver the project well in time. The promoter, thus, claimed that it be given at least six months grace period due to out-break of Covid-19 pandemic.

5. After hearing rival contentions, the Authority allowed the complaint and directed the promoter to pay delay compensation @ 11.10% for every month of delay from due date of possession i.e. 21.02.2022 till offer of possession i.e. 15.02.2023 plus two months i.e. 15.04.2023. It further granted six months grace period to the promoter on account of Covid-19 pandemic.

6. The appellant has, however, preferred the appeal with the plea that for entire period in question i.e. from 21.02.2022 till 15.04.2023, the allottee is not entitled to any delay compensation as that period has to be counted as Covid-19 pandemic thus, order needs to be suitably modified.

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(s).

8. Counsel for the appellant has referred to several definitions of "*force majeure*" from various dictionaries. However, we feel that 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.”

9. In view of the above, it is evident that plea of the appellant for grant of 203 days grace period on account of ban by National Green Tribunal on construction activities, second wave of Covid-19 etc. is mis-conceived as “*force majeure*”

conditions are clearly defined in Section 6 of the Act. A perusal of the impugned order also shows that the Authority has granted benefit of six months' grace period on account of Covid-19 pandemic.

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

11. In the instant case, the Authority has granted six months' grace period to the appellant on account of Covid-19 pandemic. However, no challenge has been posed to the impugned order by the allottee(s). Thus, this Court does not intend to upset the order on this account. The Authority would keep in mind the ratio of the judgment in ***M/s Pragatej Builders and Developers Pvt. Ltd.'s case (supra)*** in other cases, if any, pending before it.

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

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.

³ 2024 Supreme (Online) (Bom) 1822

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)

June 05, 2025
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