

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,  
GURUGRAM**

**Date of decision: 06.05.2025**

NAME OF THE BUILDER		PURI CONSTRUCTION PVT. LTD.	
PROJECT NAME		DIPLOMATIC GREENS	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5415/2022	Neeraj Singh V/s Puri Construction Pvt. Ltd.	Sh. Sanjeev Sharma Sh. Himanshu Juneja AR
2.	CR/5562/2022	Vikas Rana & Indravati Rana V/s Puri Construction Pvt. Ltd.	Sh. Sanjeev Sharma Sh. Himanshu Juneja AR
3.	CR/5779/2022	Arvind Singh Rawat V/s Puri Construction Pvt. Ltd	Sh. Sanjeev Sharma Sh. Himanshu Juneja AR

**CORAM:**

Shri. Arun Kumar  
Shri. Vijay Kumar Goyal  
Shri Ashok Sangwan

**Chairperson**  
**Member**  
**Member**

**ORDER**

1. This order shall dispose of all the 3 complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Diplomatic Greens" (group housing colony) being developed by the same respondent/promoter i.e., M/s Puri Construction Pvt. Ltd. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delay possession charges along with interest.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"DIPLOMATIC GREENS " Sector-110A & 111, Gurugram.		
<b>Possession Clause: 14(a)</b> "Subject to terms of this clause and subject to the Apartment Allottee having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc, as prescribed by the Company, the Company proposes to hand over the possession of the Apartment <b>within 42 months of the execution of this agreement</b> . The Apartment Allottee agrees and understands that the Company shall be entitled <b>to a grace period of an additional one hundred eighty (180) days</b> , for applying and obtaining the occupation certificate in respect of the Group Housing Complex."			
<b>Occupation certificate: - 29.08.2016</b>			
Complaint No.	CR/5415/2022	CR/5562/2022	CR/5779/2022
Unit no. and area admeasuring	201,2 <sup>nd</sup> floor, block A1 admeasuring 1810 sq. ft. [pg. 22 of complaint]	702,7 <sup>th</sup> floor, block A4 admeasuring 1780 sq. ft. [pg. 20 of complaint]	902,9 <sup>th</sup> floor, block A5 admeasuring 1780 sq. ft. [pg. 22 of complaint]
Date of builder buyer agreement	28.03.2012 [pg. 20 of complaint]	24.03.2012 [pg. 18 of complaint]	23.03.2012 [pg. 21 of complaint]
Date of endorsement	23.08.2012 [pg. 48 of reply]	NA	17.04.2012 [pg. 53 of complaint]
Due date of delivery of possession	28.03.2016	24.03.2016	23.03.2016
Sale Consideration	₹1,48,04,684/- [pg. 57A of reply]	₹1,43,00,336/- [pg. 47 of reply]	₹1,22,34,400/- [pg. 70 of reply]
Total Amount paid by the complainant(s)	₹1,48,04,684/- [pg. 57A of reply]	₹1,43,00,336/- [pg. 47 of reply]	₹1,22,34,400/- [pg. 70 of reply]



<b>Offer of possession</b>	26.11.2016 [pg. 61 of reply]	01.10.2016 To original allottee [pg. 51 of reply]	01.10.2016 [pg. 67 of complaint]
<b>Conveyance deed</b>	12.01.2017 [pg. 66 of reply]	27.04.2018 in favour of legal heirs of allottee [pg. 56 of reply]	17.08.2017 [pg. 66 of reply]
<b>Relief sought</b>	DPC Escalation cost Refund HVAT Litigation cost	DPC Escalation cost Refund HVAT Litigation cost	DPC Escalation cost Refund HVAT Litigation cost

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of said unit for not handing over the possession by the due date, seeking award of delay possession charges along with interest.
  5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
  6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/5415/2022 Neeraj Singh V/s Puri Construction Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua delay possession charges along with interest and compensation.
- A. Project and unit related details**
7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

**CR/5415/2022 Neeraj Singh V/s Puri Construction Pvt. Ltd.**

S.N.	Particulars	Details
1.	Project name and location	"Diplomatic Greens", Sector 110A & 111, Gurugram
2.	<b>Project area</b>	21.01875 acres



3.	Nature of project	Group Housing		
4.	RERA registered/not registered	Not registered		
5.	DTCP License no.	55 of 2010 dated 25.07.2010	87 of 2012 dated 29.08.2012	33 of 2013 dated 25.05.2013
	Validity status	24.07.2025	28.08.2025	24.05.2024
	Area	15.457 acres	4.268 acres	1.29375 acres
	Name of licensee	Nature Villa Promoters Pvt. Ltd. & 2 Ors.		
6.	BBA with original allottee	28.03.2012 [pg. 20 of complaint]		
7.	Endorsed in favour of complainant	23.08.2012 [pg. 48 of reply]		
8.	Unit no.	201, 2 <sup>nd</sup> floor, block A1 admeasuring 1810 sq. ft. [pg. 22 of complaint]		
9.	Possession clause	<b>14(a)</b> 42 months from date of execution of BBA + 180 days grace period		
10.	Due date of possession	28.03.2016 <i>*Due date of possession inadvertently mentioned as 23.08.2016 in POD dated 06.05.2025 instead of 28.03.2016. Grace period included</i>		
11.	TSC as per SOA dated 03.03.2023	₹1,48,04,684/- [pg. 57A of reply]		
12.	AP as per SOA dated 03.03.2023	₹1,48,04,684/- [pg. 57A of reply]		
13.	Occupation Certificate details	29.08.2016		
14.	Offer of possession	26.11.2016 [pg. 61 of reply]		
15.	CD	12.01.2017 [pg. 67 of reply]		



**B. Facts of the complaint**

8. The complainants have made the following submissions in the complaint: -
- a. The present complaint is filed by Mr. Neeraj Singh, an allottee of the Project called "Diplomatic Greens" developed or to be developed by M/s Puri Constructions (Pvt.) Ltd. on the land admeasuring 21 acres (Approx) in 3 phases in sector 110A and 111 village Choma, Gurugram. The developer obtained following licenses from director Town and Country Planning, Chandigarh, Haryana.
  - b. Revised drawing plans were submitted before the statutory body for revisions after obtaining occupancy certificate which was sanctioned and approved by the authority. Now 3<sup>rd</sup> phase of the project is to be commenced soon and complete the project under above stated licenses. The Allottee booked a flat /apartment no. 201, Second Floor in Tower-A1 having super area of 1810 sq. feet in the said project. The allottee complainant executed a builder buyer agreement on 19.03.2012 with the promoter. As per clause 14(a) of the said agreement the respondent was to deliver /handover the possession with in a period of 42 months from the date of execution of the said agreement which comes out to be 14.03.2016. After obtaining occupancy certificate only the promoter developer was under the legal obligation to handover the valid possession as per terms and conditions of the BBA and amount agreed and executed up on as per the BBA.
  - c. It is pertinent to note that complainant was ready to pay the valid and bonafide demand of the promoter respondent excluding the false, illegal, unjust demands as per the demand letter being raised by him for handing over the possession. There were ample of inordinate defaults and illegalities in the demands raised by promoter. To start, it will not be out

of context to mention that the respondent has defrauded the complainant in area measurement of 1780 sq. feet, where as it was actually 1700 sq. feet at the time of handing over the possession. Respondent had levied huge escalation cost @ 4% of the consideration amount on account of steel and other increase in the value of U.S dollars.

- d. Such escalation made at the time of handing over the possession for the time of construction is false, illegal and defrauding all the allottees of the project. It is proven lie as the statistics clearly shows that value of steel during construction of the project never increased. Which can be verified from the market as well or the proofs rendered by the complainant at the time of arguments. Increase in the prices of U.S dollars in market is no ground for escalating the price.
- e. Changing of HVAT is also illegal because it is promoter/builder himself who has to deposit such HVAT from his own sources under amnesty scheme notification issued by the Haryana Excise and Taxation department in September 2016 which is upheld by the Hon'ble HRERA Gurugram itself.
- f. Otherwise also the promoter builder is late by 14 months for offer of possession and handing over the possession at one pretext or the other. The allottee has paid Rs.1,48,35,787/- as per the statement of account issued by the promoter builder himself which calls for delay possession interest on the amounts received by him calculated legally. That the complainant also reserves her right to file separate complaint for compensation as and when required before the appropriate forum/ authority.

**C. Relief sought by the complainants:**

- 9. The complainants have sought following relief(s)



- a. Delay possession interest as per rule 15 of the RERA act be awarded to the complainant till handing over of possession.
  - b. 4% escalation cost illegal charged from the complainant in during undue pressure of declining possession be refunded back to the complainant along with interest.
  - c. Refund HVAT amount charged from the allottees with interest.
  - d. Legal charges of ₹1,50,000/- for cost of litigation.
10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondent**

11. The respondent has contested the complaint on the following grounds:
- a. That the present complaint is barred by law of limitation as the respondent has offered the possession of the unit to the Complainants on 26.11.2016 itself. Further, the Complainants have already taken over the physical possession of the Unit, executed the Conveyance Deed on 12.1.2017 and are presently enjoying the premises from the last 5.5 years.
  - b. That now the complainants after an expiry of 5.5 years from the date of offer of possession and subsequently from the date of execution of Conveyance Deed dt. 12.1.2017, has filed the present complaint allegedly claiming compensation for the delay in handing over possession which is in itself an abuse of the process of law and highly delayed as the complainant has expressed and captured their full satisfaction in the duly executed and registered conveyance deed.
  - c. That the Respondent would like to draw the attention of the Ld. Authority to Section 18 of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the "RERA Act, 2016") under which the



Complainant is seeking the relief in its Complaint. As per the said section, in case of non-delivery of possession of the Unit in accordance with the terms agreed between the parties in the Builder Buyer Agreement, and if an Allottee wishes to continue with the project, the Promoter shall be liable to pay interest for every month of delay till the possession is offered at a prescribed rate.

- d. It is most humbly submitted that on the perusal of the aforementioned provision, the legislative intention on the aspect of "Limitation" is abundantly clear. It is pertinent to mention that the Legislators have explicitly kept out any compensation sought under the provisions of Section 18(2) of the RERA Act, 2016 from the ambit of Limitation however, claims)/ compensation or interest arising by the virtue of section 18(1) & (3) of the RERA Act, 2016 are not immunized from the bar of limitation.
- e. Therefore, it is abundantly clear that the period of Limitation shall be deemed to be 3 years. It is further clarified that in case possession has been offered by the Respondent, the period of limitation shall in this case also commences firstly from the last date prescribed / agreed between the parties to offer the possession i.e. 28.3.2016 [without taking into consideration the force majeure and other conditions] and lastly on the date the possession was offered i.e. 26.11.2016 or the Final Demand was raised without such adjustment of Delay Penalty Charges and will end on the date 3 years have elapsed from the date Limitation had commenced i.e. on 28.3.2019 and lastly on 26.11.2019. It is humbly submitted that since more than 3 years has elapsed, the present complaint is not maintainable before the Ld. Authority and it's is the duty of this Ld. Authority to dismiss such Complaints initiated beyond the limitation period as laid down in catena of judgments by various courts including the Hon'ble Apex court.



- f. That for the purposes of calculating "Delay Penalty Charges", the period of delay commences on the date the due date of delivery elapses as per the Builder Buyer Agreement and ceases on the date the possession of the unit has been offered to the Allottee and within the meaning of the RERA Act, 2016 a Promoter is liable to pay delay possession charges for delay period., if any.
- g. That the Cause of action for claiming the said delay penalty charges arises on the date the actual possession of the unit/ plot is offered to the Complainant/ Allottee or the Final Demand has been raised i.e. 26.11.2016 and not on 27.07.2022. That without prejudice and without accepting the averments of the Complainants, even if it is assumed that complainants have any cause of action subsisting, then the cause of action had accrued on 26.11.2016 i.e., date of offer of possession and present complaint has been filed on 27.07.2022 i.e., after expiry of more than 5 years. Hence, the present complaint has been filed beyond the prescribed period of limitation and hence the complaint is barred by law of limitation and should be dismissed outrightly by this Hon'ble Authority.
- h. It is most humbly submitted that no fresh or continuous cause of action subsists beyond 3 years of the accruing of the right to sue. In the present case there is no fresh or continuous cause of action which subsists after 28.03.2019 and lastly after 26.11.2019.

12. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

13. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E. I Territorial jurisdiction**

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E. II Subject matter jurisdiction**

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11**

.....

*(4) The promoter shall-**(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;***Section 34-Functions of the Authority:***34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

16. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Findings on the relief sought by the complainants.**

- F.I. Delay possession interest as per rule 15 of the RERA act be awarded to the complainant till handing over of possession.**



17. On consideration of the documents available on record, the Authority observes that the original allottee was allotted flat no. 201, 2<sup>nd</sup> floor, Block A1, admeasuring 1810 sq. ft. approx. in the project of the respondent named "Diplomatic Greens" situated at Sector-110A & 111, Gurugram vide BBA dated 01.11.2010. the unit was further transferred in the name of complainant on 23.08.2012. The occupation certificate for the subject unit has been obtained by the respondent promoter on 29.08.2016 and the possession has been offered on 26.11.2016. Further, conveyance deed was executed between the parties on 12.01.2017.
18. The complainants are seeking delayed possession charges and other relief for illegal demands raised from the respondent while the respondent on the other hand is pleading that the present complaint is barred by limitation as the complainants have got the offer of possession on 26.11.2016 and their conveyance deed executed on 12.01.2017, the transaction between the complainants and the respondent stands concluded upon the execution of the conveyance deed and the complainants have filed the present complaint after a long delay on 03.08.2022 i.e., lapsed of approx. 5 years, 10 month of the offer of possession and approx. 5 years, 7 months after the execution of conveyance deed. Thus, the claim of the complainants is not maintainable. Both the parties through their respective counsels advanced submissions with regard to the maintainability of the complaint on the ground of the limitation.
19. After the unit was allotted to the complainants, a buyer's agreement in this regard was executed on 28.03.2012. Though the possession of the unit was to be offered on or before 28.03.2016 after completion of the project but the same was offered only on 26.11.2016 after receipt of occupation certificate on 29.08.2016 and ultimately leading to execution of conveyance deed of the same on 12.01.2017. So, limitation if any, for a cause of action would accrue to the

complainants w.e.f. 26.11.2016 and not from 12.01.2017. So far as the issue of limitation is concerned, the Authority is cognizant of the view that the law of limitation does not strictly apply to the Real Estate Regulation and Development Authority Act of 2016. However, the Authority under section 38 of the Act of 2016, is to be guided by the principle of natural justice. It is universally accepted maxim and the law assists those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for a litigant to agitate his right. This Authority of the view that three years is a reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances.

20. It is also observed that the Hon'ble Supreme Court in its order dated 10.01.2022 in MA NO.21 of 2022 of Suo Moto Writ Petition Civil No.3 of 2020 have held that the period from 15.03.2020 to 28.02.2022 shall stand excluded for purpose of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings.
21. In the present matter the cause of action arose on 26.11.2016 when the possession was offered to the complainants by the respondent. The complainants have filed the present complaint on 03.08.2022 which is 5 years 10 month from the date of cause of action. In the present case the three-year period of delay in filing of the case would fall on 26.11.2019. In view of the above, the Authority is of the view that the present complaint has not been filed within a reasonable time period and is barred by the limitation.
22. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be stretched to an extent that basic principles of jurisprudence are to be ignored and are given a go by



especially when the complainant/allottees have already availed aforesaid benefits before execution of conveyance deed.

23. Further, as observed in the landmark case i.e. ***B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]*** the Hon'ble Supreme Court held that "Law assists those who are vigilant and not those who sleep over their rights." Law will not assist those who are careless of their rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using their rights, are entitled to the benefit of law.

24. In the light of the above stated facts and applying aforesaid principles, the authority is of the view that the present complaint is not maintainable after such a long period of time. The procedure of law cannot be allowed to be misused by the litigants even in cases where allottees have availed certain benefits prior to the execution of conveyance deed. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any just cause.

**F.II. 4% escalation cost illegal charged from the complainant in during undue pressure of declining possession be refunded back to the complainant along with interest.**

**F.III. Refund HVAT amount charged from the allottees with interest.**

25. In the above-mentioned reliefs sought by the complainants, the financial liabilities between the allottee and the promoter comes to an end after the execution of the conveyance deed. The complainants could have asked for the claim before the conveyance deed got executed between the parties.

26. Therefore, after execution of the conveyance deed the complainant-allottee cannot seek any refund of charges other than statutory benefits if any pending. Once the conveyance deed is executed and accounts have been settled, no claims remain. So, no directions in this regard can be effectuated at this stage.

**F.IV. Legal charges of ₹1,50,000/- for cost of litigation**

27. The complainants are seeking above mentioned relief w.r.t. litigation cost. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.
28. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order. In light of the above, the complaint is not maintainable and the same is declined.
29. Complaint as well as applications, if any, stand disposed of accordingly.
30. File be consigned to registry.

  
(Ashok Sangwan)  
Member  
(Vijay Kumar Goyal)  
Member  
(Arun Kumar)  
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 06.05.2025