

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 417 of 2023

Date of Decision: July 02, 2025

Rita Bansal, House No. 917, Sector 9, Panchkula

Appellant.

Versus

SS Group Pvt. Ltd., Plot No. 77, SS house, Sector 44,
Gurugram

Respondent

Present : Mr. Ripudaman Singh, Advocate for the appellant.

Mr. Ajiteshwar Singh, Advocate for the respondent.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)
(joined through VC)

ORDER:

RAJAN GUPTA, CHAIRMAN:

Challenge in the present appeal is to order dated 07.04.2023, passed by the Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram. The same reads as under:

“This is a petition seeking execution of order passed by the authority dated 02.05.2019. Heard on objection raised by JD. Through said order, authority directed respondent to deliver possession of unit in question i.e. no. 101, 1st Floor, Tower D, Type B in

the project: The Coralwood” located at Sector 84, Gurugram to allottee (DH) within a period of one month after adjusting payments on account of delay payments, along with prescribed interest at the rate of 10.70% per annum, till actual offer of possession.

It is submitted by learned counsel for JD that his client offered possession of said unit to the DH by sending a letter dated 18.02.2021. Said offer was sent on the email of the DH and also through speed post. Copy of email as well as tracking report from postal department have been put on file. It is further plea of learned counsel that when DH did not come forward to take possession, he was again sent a letter offering possession on 19.08.2021. Same was also sent through email as well as through post. A copy of postal receipt has been put on file.

Mr. Ravinder Jain stated to be AR/uncle of DH admits that the email address on which said offer of the possession was sent, belongs to the DH. According to him (AR of DH) JD did not make payment of amount of DPC and hence DH did not take possession.

It was required from DH that same should take possession of unit in question, when the amount of DPC was under dispute. It is clarified here that JD is not liable to pay DPC after this date i.e. 18.02.2021, when letter offering possession was sent to the DH.

It is pointed out that possession of the unit in question has already been handed over to the DH on 09.09.2022. Both of parties request to refer the matter to CA to calculate the amount allegedly payable by the JD. Although, according to learned counsel for latter, entire decretal amount has already been paid by his client. Request in this regard is allowed. Let matter be referred to CA of Authority. CA to file his report till next date.

Parties to appear before CA on 08.05.2023. To come before this forum on 16.05.2023 for further proceedings.”

2. It appears that project “The Coralwood” was floated in Sector 84, Gurugram by the promoter. The allottee was allotted a unit therein measuring 1890 square feet. She made the payment of Rs.60,22,706/-. Due date of possession was 04.01.2016. As there was delay in handing over the possession, the allottee filed the instant complaint seeking DPC¹.

3. The Authority, vide order dated 02.05.2019, directed the promoter to deliver the unit to the allottee within a period of one month after adjusting due payments on account of delay payments by the allottee along with interest till actual offer of possession. Vide impugned order, the Adjudicating Officer held that the promoter is not liable to pay DPC after 18.02.2021 when valid offer of possession was made to the allottee.

¹ Delayed Possession Charges

4. Learned counsel for the allottee contends that DPC should have been granted upto 09.09.2022 when possession of the unit was actually handed over to her.

5. Learned counsel for the promoter submitted that it was incumbent upon the allottee to take possession of the unit when letter offering possession was sent to her. As she did not come forward to take possession, the promoter was not liable to pay DPC beyond that date.

6. It is an admitted position that possession of the unit has already been handed over to the allottee on 09.09.2022. It is also admitted by the allottee that letter offering possession was sent to her on 18.02.2021.

7. Having heard learned counsel for the parties and given careful thought to the facts of the case, we find that there is no legal infirmity with the order passed by the Adjudicating Officer in granting DPC upto 18.02.2021 when letter offering possession was given to the allottee. We do not feel that the Adjudicating Officer, while holding that the allottee was entitled to DPC upto 18.02.2021, travelled beyond the decree in any manner.

8. The appeal is without any merit and is hereby dismissed.

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

10. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
(joined through VC)

July02,2025
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