

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: August 26,2025

(1) Appeal No. 346 of 2025

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 through its authorised representative Kriti Khokhar D/o R. S. Khokhar, aged about 27 years.

Appellant

Versus

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

Respondent

(2) Appeal No. 349 of 2025

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 through its authorised representative Kriti Khokhar D/o R. S. Khokhar, aged about 27 years.

Appellant

Versus

Mrs. Neelima Sharma R/o House No. 2011, Ward No. 16, Sector 28, Faridabad, Gurugram, Haryana

Respondent

(3) Appeal No. 425 of 2025

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 through its authorised representative Kriti Khokhar D/o R. S. Khokhar, aged about 27 years.

Appellant

Versus

1. Remzee William R/o JB-16C Hari Enclave, Hari Nagar, LIG Flats, Mayapuri, Delhi-110064

2. Amit Kumar R/o E-791, Dabua Colony, NIT, Faridabad, Haryana-121001

Respondent/Complainant

3. HDFC Limited, Registered Office: Raman House 169, Backbay Reclamation, Mumbai-400020

.. Proforma Respondent

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)

Argued by: Mr. Rohit Kumar, Advocate for the appellant.

ORDER:

RAJAN GUPTA, CHAIRMAN:

This order shall dispose of above-mentioned appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 346 of 2005.

2. Present appeal is directed against order dated 19.02.2025, passed by the Authority¹ at Gurugram. Operative part thereof reads as under:

“i. The respondent is directed to pay delay possession charges at the prescribed rate i.e. 11.10% p.a. for every month of delay on the amount paid by the complainant from due date of possession i.e. 21.02.2022 till the date of offer of possession (23.02.2023) plus two months i.e. upto 23.04.2023 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.

iii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged

¹ Haryana Real Estate Regulatory Authority at Gurugram

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 allottee, in case of default i.e. the delayed possession charges as per section 2(zb) of the Act. Further no interest shall be charged from complainant-allottee for delay, if any between 6 months Covid period from 01.03.2020 to 01.09.2020.

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

3. It is pertinent to mention here that the aforesaid order was rectified by the Authority on 16.04.2025 on an application filed by the promoter and the amount paid by the complainant-allottee was ordered to be read as Rs.23,71,832.42.

4. It appears that the appellant-promoter floated a project in the name and style of "The Millennia", Sector 37D, Gurugram under Affordable Housing Policy, 2013. The complainant-allottee booked a flat for total sale consideration of Rs.21,16,742.50. The allottee remitted an amount of Rs.23,71,832.42. BBA² was executed between the parties on 14.12.2017. As per agreement, due date of possession was 21.02.2022. Occupation Certificate was granted to the promoter on 25.01.2023 and immediately thereafter, it made offer of possession on 23.02.2023. Possession of the unit was handed over to the allottee on 17.10.2023.

5. The case of the respondent-allottee, in his complaint before the authority, is that intentional delay was caused by the appellant-promoter in handing over of possession of the unit in

² Builder Buyer's Agreement

question. As the appellant-promoter could not give possession in time, he is entitled to DPC³ along with permissible interest.

6. Admittedly, the allottee is in possession of the unit. Instant complaint was instituted by the allottee before the Authority on 13.02.2023 raising various pleas. His complaint was disposed of by the Authority with the directions as contained in para No.2 of this order.

7. Aggrieved by the said order passed by the Authority, the respondent-allottee did not prefer any appeal. The appellant-promoter has, however, challenged the impugned order. It has limited its prayer only for grant of benefit of force-majeure conditions on account of COVID-19 pandemic and accordingly 21.02.2022 may not be considered as due date of delivery of possession.

8. The prayer made by learned counsel is untenable.

9. 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.

10. 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 Act⁴ 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 Real Estate

³ Delay Possession Charges

(Regulation and Development) Act, 2016 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.”

11. In the instant case, BBA executed between the parties is on record. As per BBA, possession was to be delivered on or before 21.02.2022. It is evident from the order passed by the Authority that in terms of the BBA, it has already granted six months as grace period from 01.03.2020 to 01.09.2020 on account of COVID-19 pandemic as *force majeure*. In view of the same, it appears that sufficient time has been granted to the appellant-promoter by the Authority. Its attempt now to get further concession on account of *force majeure* is mis-conceived. *Force majeure* in the context of RERA

Act does not fall within the ambit of explanation to Section 6 of the enactment.

12. The appeals are hereby dismissed.

13. The amounts of pre-deposit made by the promoter-appellant in all the appeals, along with interest accrued thereon, be remitted to the Authority for disbursement to the respondent(s)-allottee(s) subject to tax liability, if any.

14. Copy of this order be forwarded to the parties, their counsel and the learned Authority.

15. Files be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

August 26,2025
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