

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

**Appeal No. 133 of 2025**  
**Date of Decision: August 26, 2025**

Signature Global (India)Limited through its authorised representative Kriti Khokhar D/o R. S. Khokhar, 13<sup>th</sup> Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant

Versus

1. Meena Godhvani,

2. Bharat Godhvani,

Both R/o House No. 1583, Near Jain Hospital, Manu Vihar, Civil Lines, Jhansi.

Respondents

**CORAM:**

Justice Rajan Gupta	Chairman
Shri Rakesh Manocha	Member (Technical)

**Argued by:** Ms. Ankita Chaudhary, Advocate for the appellant.

**O R D E R:**

**RAJAN GUPTA, CHAIRMAN:**

Present appeal is directed against order dated 08.01.2025, passed by the Authority<sup>1</sup> at Gurugram. Operative part thereof reads as under:

*“40.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):*

*I. The respondent is directed to pay delayed possession charges at the prescribed rate of interest i.e. 11.10% p.a. for every month of delay on the amount paid by the complainants to the respondent from the due date of possession 21.02.2022 till offer of possession plus two months or actual hand over of possession, whichever is earlier as per proviso to Section 18(1) of the Act*

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<sup>1</sup>Haryana Real Estate Regulatory Authority at Gurugram

*read with Rule 15 of the Rules, ibid. The due date of possession and the date of entitlement are detailed in table given in para 36 of this order. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, ibid.*

*II. The complainants are 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 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(za) of the Act. The benefit of grace period on account of Covid-19 shall be applicable to both the parties in the manner detailed herein above.*

*IV. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013. Any sum charged in excess of the agreed terms and agreement or contrary to the applicable affordable housing policy shall be refunded to the complainants.*

*V. The respondent is directed to charge the maintenance/use/utility charges from the complainant-allottees as per consumption basis has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.”*

2. It appears that the appellant-promoter floated a project in the name and style of “The Millennia”, Sector 37D, Gurugram under Affordable Group Housing Scheme. The complainants-allottees booked a flat for basic sale price of Rs.24,24,331/-. The allottees remitted an amount of

Rs.27,27,317/-.BBA<sup>2</sup> between the parties was executed on 12.03.2018. As per agreement, due date of possession was 21.02.2022. Occupation Certificate was granted to the promoter on 25.01.2023 and immediately it made offer of possession on 23.02.2023. Possession of the unit was handed over to the allottees on 26.06.2023.

3. The case of the respondent-allottees, in their complaint before the authority, is that intentional delay was caused by the appellant-promoter in handing over of possession of the unit in question. As the appellant-promoter could not give possession in time, they are entitled to DPC<sup>3</sup> along with permissible interest.

4. Admittedly, the allottees are in possession of the unit. Instant complaint was instituted by the allottees before the Authority on 17.11.2023 raising various pleas. Their complaint was disposed of by the Authority with the direction as contained in opening para of this order.

5. Aggrieved by the said order passed by the Authority, the respondent-allottees 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 deemed date of delivery of possession.

6. The prayer made by learned counsel is untenable.

7. Though entitlement to six months' grace period due to Covid-19 is doubtful, yet this Bench does not wish

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<sup>2</sup>Builder Buyer's Agreement

<sup>3</sup>Delay Possession Charges

to interfere with the impugned order as there is no appeal by the other side i.e. allottees.

8. 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<sup>4</sup> 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 (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*

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*war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.”*

9. In the instant case, BBA 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 21.08.2021 to 21.02.2022 on account of COVID-19 pandemic as *force majeure*. In view of same, it appears that sufficient time has already 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.

10. The appeal is hereby dismissed.

11. The amount of pre-deposit made by the appellant-promoter with this appeal along with interest accrued thereon be remitted to the Authority for disbursement to the respondent-allottees subject to tax liability, if any.

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

13. File 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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