

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM****Order pronounced on: 08.10.2025**

NAME OF THE BUILDER	M/s Emaar MGF Land Limited.		
PROJECT NAME:	Emerald Plaza in Emerald Hills		
			APPEARANCE
1.	CR/5475/2024	Ramnika Singh & Adeedh Jain Vs. M/s. Emaar MGF Land Limited	Advocate Sanjeev Kumar Sharma (Complainant) Advocate Dhruv Rohtagi (Respondent)
2.	CR/55474/2024	Ramnika Singh & Adeedh Jain Vs. M/s. Emaar MGF Land Limited	Advocate Sanjeev Kumar Sharma (Complainant) Advocate Dhruv Rohtagi (Respondent)

CORAM:
Ashok Sangwan**Member****ORDER**

1. This order shall dispose of both the 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").

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are promoters of the projects, namely, 'Emerald Plaza in Emerald Hills' . The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to fulfil the contractual obligations as were agreed between the complainants and the respondent.
3. The details of the complaints, reply status, unit no., date of agreement, plans, due date of possession, offer of possession and relief sought are given in the table below:

Sr. No	Complain t No./ Title / Date of fillin g	Reply Statu s	Unit no. & Area admeas uring	Date of allotm ent letter	Date of executi on of Retail Space Buyer's Agreem ent	Due of possess ion	Offer of possess ion	Relief Sought
1.	CR/54 75/20 24 Ramni ka Singh & Adeesh Jain V/s Emaar MGF Land Limite d	26.03. 2025	EPS-FF- 091, Floor- FF, Admeas uring- 758.04s q.ft. [Super Area].	17.05.2 010	17.08.20 10	17.06.20 13	OC- 08.01.20 18 Offer- 23.01.20 18 SC- Rs.49,48 ,240 /- Paid- Rs.58,02 ,667/-	i. Direct the respondent to pay interest for Delayed possession Charges till the actual handover of the unit ii. Direct the respondent to refund the excess amount collected.

	14.11.2024							
2.	CR/5474/2024 Ramnika Singh & Adeesh Jain V/s M/s. Emaar MGF Land Limited 14.11.2024	26.03.2025	EPS-FF-090, Floor-FF, Admeasuring 581.7 sq.ft. [Super Area]	01.06.2010	17.08.2010	17.06.2013	OC – 08.01.2018 Offer- 23.01.2018 SC – Rs.41,92,102.30/- - AP – Rs.45,32,534/-	i. Direct the respondent to pay interest for Delayed possession Charges till the actual handover of the unit ii. Direct the respondent to refund the excess amount collected.

4. The aforesaid complaints were filed by the complainants against the respondent on account of failure of the respondent to comply with its contractual obligations, as agreed upon.

The facts of all the complaints are also similar. Out of the above-mentioned cases, the particular's of lead case **CR/5475/2024** at serial no. 1 titled as **Ramnika Singh & Adeesh Jain Vs. M/s. Emaar MGF Land Limited** are being taken into consideration

A. Unit and project related details

5. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

S.No.	Particulars	Details
1.	Name of project	"Emerald Plaza in Emerald Hills"

2.	Location of project	Village-Nangli, Umarpur, Badshahpur, Maidawas, Gurugram
3.	Nature of project	Commercial Complex
4.	DTCP License	License no. 10 of 2009 Dated-21.05.2009
5.	HRERA registered	Not registered
6.	Allotment letter	17.05.2010 (As on page no. 39 of reply)
7.	Space no.	EPS-FF-091, Floor-FF (As on page no. 25 of complaint)
8.	Space Area	758.04 sq.ft. [Super Area] (As on page no. 25 of complaint)
9.	Retail Space Buyer's Agreement	17.08.2010 (As on page no. 23 of complaint)
10.	Possession clause	Clause 16 POSSESSION a) Time of handing over the Possession Within 30 months of the execution of the buyer's agreement b) The Company shall be entitled to a grace period of one hundred and twenty (120) days over and above the said period. [Emphasis supplied] (As on page no. 33 of complaint)
11.	Due date of possession	17.06.2013 [Calculated 30 months plus 120 days from the date of execution of the Buyer's Agreement]
12.	Payment plan	Construction Linked
13.	Sale consideration	Rs.49,48,240/- (As on page no. 25 of complaint)

14.	Amount paid	Rs.58,02,667 /- (As per S.O.A dated 30.09.2024 on page no. 59 of complaint)
15.	Occupation certificate	08.01.2018 (As per TCP website)
16.	Offer of possession	23.01.2018 (As on page no. 114 of reply)
17.	Unit handover letter	24.08.2018 (As on page no. 119 of reply)
18.	Conveyance Deed	28.09.2018 (As on page no. 123 of reply)

B. Facts of the complaint:

6. The complainants have made the following submissions: -

- I. That the complainants are the allottees of unit no. EPS-FF-091 on the first floor of the project "Emerald Plaza" in Emerald Hills, Sector 65, Gurugram, Haryana vide retail space Buyer's agreement dated 17.08.2010. As per the Retail's Space Buyer Agreement, the allottees were under obligation to pay Rs. 53,41,240/- as consideration amount including Rs. 45,48,240/- as Basic Price for 758 sq. ft unit.
- II. That as per the Space Buyer Agreement executed between both the parties, the possession was to be handed over within 30 months from the date of Buyer agreement's as per clause 16 i.e. the possession was to be handed over till February 2013.
- III. The allottees were charged of almost the whole amount till 2013 as per the payment plan annexed with space Buyer Agreement but no possession was offered to the allottees till 2018.

- IV. The allottees were charged of almost the whole amount till 2013 as per the payment plan annexed with space Buyer Agreement but no possession was offered to the allottees till 2018.
- V. In 2018, the possession was offered after obtaining occupancy certificate from the statutory body i.e. DTCP Haryana without any delay possession interest on the total payment made by allottees even in 2013.
- VI. The respondent /builder is always under obligation either to pay the delay payment interest on the amount paid or adjust against the payments due from the allottees, if any u/s 18(1) of the Real Estate Regulatory Act, 2016. The builder is further under obligation to apply and receive the completion certificate from the statutory authority for declaring it to the authority and people at large that development works are completed and nothing remained pending in the project for which the license was issued by the same statutory authority.
- VII. The complainant / allottees were charged in excess of Rs.30,272/-as per the statement of account dated 30.09.2024 and no delay payment interest was paid to them which still remains pending to be paid by the respondent /builder.

C. Relief sought by the complainants:

7. The complainants have sought following relief(s):

- i. Direct the respondent to pay interest for delay possession charges till the actual handover of the unit.
- ii. Refund the excess amount collected.

8. 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.

9. The respondent has contested the complaint on the following grounds:

- I. That the complaint is barred by limitation. The respondent has already handed over possession of the unit to the complainants as far back as on 24.08.2018 and thereafter conveyance deed bearing vasika no 7746 dated 28.09.2018 has been registered in favour of the complainants. The complaint is liable to be dismissed on this ground alone.
- II. That the complainants, through their property dealer, had approached the respondent and expressed their interest in booking a commercial unit in the commercial complex developed by the respondent known as "Emerald Plaza" situated at Sector 65, Gurgaon. The respondent duly replied to all the queries raised by the complainants with regard to the project and explained the features and facilities as proposed to be developed by the respondent.
- III. It was explained to the complainants that the building plans of the project had not yet been approved and that the time lines for development could only be ascertained once the approval was granted by the competent authority. Furthermore, the building plans were tentative and liable to be changed, altered, modified, revised, added, deleted, substituted or recast as considered necessary by the respondent or as directed by the competent authority and that such change or alteration etc might result in change in the location, dimensions, area, possession etc of the unit in respect of which application for booking was proposed to be made. It was further explained to the complainants that the super area of the unit proposed to be booked by the complainants was tentative and that the final super area could only be determined upon completion of construction and upon receipt of occupation certificate by the

competent authority. The complainants duly accepted and agreed to be bound by the terms and conditions of the application form and the Buyer's Agreement when executed.

- IV. That the complainants were allotted unit bearing number EPS-FF-091, situated in the project developed by the Respondent, known as "Emerald Plaza", Sector 65, Gurugram, Haryana. It is submitted that the complainants prior to approaching the respondent, had conducted extensive and independent enquiries regarding the project and it was only after the complainants were fully satisfied with regard to all aspects of the project, including but not limited to the capacity of the respondent to undertake development of the same, that the complainants took an independent and informed decision to purchase the unit, un-influenced in any manner by the respondent. Buyer's Agreement dated 17.08.2010 was executed between the parties, willingly and voluntarily.
- V. That the complainants consciously and willingly opted for a construction linked plan for remittance of the sale consideration for the unit in question and further represented to the respondent that they would remit every instalment on time as per the payment schedule. However, the complainants defaulted in timely payment of instalments. Consequently, the respondent was compelled to issue demand notices and reminders for payment.
- VI. That since the complainants had defaulted in timely remittance of installments to the respondent and became liable for payment of delay payment charges. The complainants, therefore, are not entitled to any compensation/interest in accordance with Clause 18 (c) of the Buyer's Agreement. The complainants consciously and maliciously chose to ignore the payment request letters and reminders issued by

the respondent and flouted in making timely payments of the instalments which was an essential, crucial and an indispensable requirement under the Buyer's Agreement.

- VII. That the complainant has misinterpreted and misconstrued the terms and conditions of the Buyer's Agreement. That reliance upon selective clauses of the Buyer's Agreement while disregarding other provisions of the Buyer's Agreement, is not permissible in law and the contract has to be read in its entirety and in a holistic manner.
- VIII. That as per Clause 16 of the Buyer's Agreement dated 17.08.2010, the time period for delivery of possession was 30 months along with grace period of 120 days from the date of execution of the Buyer's Agreement subject to the allottee(s) having strictly complied with all terms and conditions of the Buyer's Agreement and not being in default of any provision of the Buyer's Agreement including remittance of all amounts due and payable by the allottee(s) under the buyer's agreement as per the schedule of payment incorporated in the Buyer's Agreement. The complainants have completely misconstrued, misinterpreted and miscalculated the time period as determined in the Buyer's Agreement.
- IX. That, without admitting or acknowledging the truth or legality of the allegations advanced by the complainants and without prejudice to the contentions of the respondent, it is respectfully submitted that the provisions of the Act are not retrospective in nature. The provisions of the Act cannot undo or modify the terms of an agreement duly executed prior to coming into effect of the Act. It is further submitted that merely because the Act applies to ongoing projects which are registered with the authority, the Act cannot be said to be operating retrospectively.

- X. That without prejudice to the contentions of the respondent, it is submitted that the allegations of the complainant that possession was to be given by February, 2013 are wrong, malafide and result of afterthought since the complainant had made several payments to the respondent even after February, 2013. It is submitted that by its failure to repudiate the contract even after the so-called due date of possession and continuing to make payment even thereafter, the time-lines for delivery of possession are deemed to have been waived by the Complainants. Moreover, the respondent was constrained to send Payment Reminders Letters to the complainant even after the alleged date of possession as the complainants continued to default in making payments of instalments. Therefore, the complainants are not entitled to any interest for the alleged period of delay when the complainant itself was in default of making payments of instalments. The complainants has wantonly and needlessly leveled false, defamatory and vexatious allegations against the respondent. The contention of the complainant that the respondent has delayed delivery of possession of the unit in question is legally unsustainable in the peculiar facts and circumstances of the case.
- XI. That the respondent had applied to the statutory authority for grant of Occupation Certificate in respect of the tower in which the unit in question is located on 26.05.2017 and the same was granted on 08.01.2018. It is reiterated that once an application for issuance of occupation certificate is submitted before the concerned competent authority, the respondent ceases to have any control over the same.
- XII. Therefore, the time period utilised by the concerned statutory authority for granting the occupation certificate needs to be necessarily excluded from computation of the time period utilised in

the implementation of the project in terms of the Buyer's Agreement. As far as the respondent is concerned, it has diligently and sincerely pursued the development and completion of the project in question.

- XIII. That the complainant was offered possession of the unit in question through letter of offer of possession dated 23.01.2018. The complainants were called upon to remit balance payment including delayed payment charges and to complete the necessary formalities/documentation necessary for handover of the unit in question to them.
- XIV. That the complainants did not have adequate funds to remit the balance payments requisite for obtaining possession in terms of the Buyer's Agreement and thus the complainants delayed obtaining possession of the unit in question till 24.08.2018 when the possession of the unit was finally obtained by the complainants. The complainants took possession of the unit after duly admitting and acknowledging that the complainants were duly satisfied with the unit/project and did not have any claim of any nature whatsoever against the respondent and that upon acceptance of possession by the complainants, the liabilities and obligations of the respondent towards the complainants stood satisfied.
- XV. Thereafter, the conveyance deed bearing vasika no 7746 dated 28.09.2018 has been registered in favour of the complainants. After the registration of the conveyance deed in favour of the complainants, the transaction between the complainants and the respondent stands concluded.
- XVI. That several allottees, including the complainants, have defaulted in timely remittance of payment of installments which was an essential, crucial and an indispensable requirement for conceptualisation and

development of the project in question. Furthermore, when the proposed allottees default in their payments as per schedule agreed upon, the failure has a cascading effect on the operations and the cost for proper execution of the project increases exponentially whereas enormous business losses befall upon the respondent.

XVII. That there is no default or lapse on the part of the respondent. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent. The allegations levelled by the complainants are totally baseless. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold.

10. 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:

11. The Authority has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

12. 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.

F. II Subject matter jurisdiction

13. 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)(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;

14. 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.

G. Findings on the objections raised by the respondent

G.I Objection regarding complaint being barred by limitation

15. The respondent has raised an objection that the present complainant deserves to be dismissed being barred by limitation as the respondent has handed over possession of the unit to the complainants way back on 24.08.2018 and thereafter, Conveyance Deed bearing no. 7746 dated 28.09.2018 has been registered in favour of the complainants., thus the present complaint is liable to be dismissed on this ground.
16. The Authority observes that the complainant had approached the respondent expressing interest in the project titled 'Emerald Plaza,' situated at Sector-65, Gurugram. The Provisional Allotment Letter was issued in favour of the complainants on 17.05.2010 and thereafter, the Buyer's Agreement dated 17.08.2010 was executed between the parties. The basic sale consideration, as mutually agreed, was Rs.45,48,240/-, against which the complainants have made payments amounting to

Rs.58,02,667/- till date. The respondent obtained the Occupation Certificate on 08.01.2018, and possession of the said unit was subsequently offered to the complainants on 23.01.2018.

17. The complainant remained inactive in asserting his rights for over a decade and failed to approach any appropriate forum within a reasonable time to seek redressal. The delay in initiating proceedings remains unexplained and is inordinate. While it is true that one of the underlying objectives of the Real Estate (Regulation and Development) Act, 2016 is to safeguard the interests of consumers, such protection cannot be extended to the extent of disregarding established principles of law and jurisprudence.
18. One such settled principle is that delay and laches can, by themselves, constitute a ground to defeat even an otherwise legitimate claim. It is not that the Act prescribes a strict limitation period for the Authority to exercise its powers under Section 37 read with Section 35, nor can it be said that the Authority is absolutely barred from exercising its jurisdiction after a lapse of time. However, it is a prudent and judicious exercise of discretion for the Authority to decline invocation of its extraordinary powers under Section 38(2) of the Act in cases where a party, having knowledge of its rights, remains passive and only seeks intervention after an unreasonable delay. Even the principle of equality before law requires that such relief be sought at an appropriate stage, and not after allowing the matter to become stale through inaction. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.
19. Further, as observed in the landmark case i.e., ***B.L. Sreedhar and Ors. Vs. 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.

20. 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.
21. 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.
22. In the present matter the cause of action arose on 23.01.2018 when the offer of possession was made by the respondent. The complainants have filed the present complaint on 14.11.2024 which is 6 years 8 months and 24 days from the date of cause of action. The complaints have not been filed within a reasonable period of time nor have the complainants explained any grounds for the delay in filing the same.
23. In view of the foregoing facts and upon application of the settled principles of law, this Authority is of the considered view that the present complaint is not maintainable, having been filed after an inordinate and unexplained delay. The law does not favour those who sleep over their rights. The Real Estate (Regulation and Development) Act, 2016 has been enacted to

regulate the real estate sector in an orderly manner and to ensure timely redressal of genuine grievances. Entertaining such delayed claims would not only defeat the purpose of the Act but may also open a floodgate of stale and speculative litigation.

24. The legal process cannot be permitted to be misused by litigants who, despite having knowledge of their rights, fail to act within a reasonable time. It is a well-established principle of natural justice that one's dormant conduct should not be allowed to prejudice the settled rights of others. Accordingly, and in light of the above discussion, the present complaint stands dismissed.
25. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
26. True certified copy of this order shall be placed in the case file of each matter.
27. File be consigned to the registry.



(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.10.2025