

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

Complaint no. : 6512 of 2024
Date of order : 15.10.2025

1. Lakmikanth Gupta

2. Rekha Gupta

Both R/o: - A-201, Mayurdhwaj Apartments,
60, I.P. Extension, Delhi.

Complainants

Versus

1. **M/s Haryana State Industrial & Infrastructure
Development Corporation Limited.**

Office at: C-13 & 14, Institutional Area, Sector- 6,
Panchkula, Haryana.

2. **DLF Home Developers Limited**

Office at: 1st Floor, DLF Gateway Tower, R Block,
DLF City, Phase- III, Gurugram, Haryana- 122002

**Respondent
no.1**

**Respondent
no.2**

CORAM:

Ashok Sangwan

Member

APPEARANCE:

Rajesh Kumar

Vivek Verma and J.K. Dang

Advocate for the complainants

Advocate for the respondent no.
1 & 2

ORDER

1. The present complaint dated 13.01.2025 has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, 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 obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

Sr. No.	Particulars	Details
1.	Name of the project	" Express Greens"
2.	Location of the project	Sector-M1 Manesar, Gurugram
3.	Nature of the project	Group Housing Colony
4.	DTCP license no.	License no. 283 of 2007 Dated-27.12.2007
5.	Registered/not registered	Registered Vide registration no. 83 of 2022 Dated-19.09.2022
6.	Allotment letter	Not on record
7.	Unit no.	MIG183, Floor-18 th , Building no.-G (As on page no. 57 of complaint)
8.	Unit Area	1845sq.ft. [Super-Area] (As on page no. 57 of complaint)
9.	Builder Buyer's Agreement	15.03.2010 (As on page no. 51 of complaint)

		{The BBA has been executed between respondent no.2 and 3 with the complainants}
10.	Possession clause	Clause 9 Construction of the Dwelling Unit/Said Complex (a) Schedule for possession of the Dwelling Unit <i>The Company/DNGH based on its present plans and estimates and subject to all just exceptions, endeavors to complete construction of the Dwelling Unit within a period of thirty six(36) months from the date of execution of this agreement unless there shall be delay or failure due to Force Majeure conditions and due to reasons mentioned in Clause 11(b) and 11(c) or due to failure of allottees to pay in time the Total Price and other charges , taxes, deposits, securities etc and dues/payments or any failure of the allottees to abide by all or any of the terms and conditions of this Agreement.</i> <i>[Emphasis supplied]</i> <i>(As on page no. 66 of complaint)</i>
11.	Due date of possession	15.03.2013 [Calculated 36 months from 15.03.2010]
12.	Sale consideration	Rs.52,81,500/- (As on page no. 56 of complaint)

13.	Total amount paid by the complainant	Rs.42,91,736/-
14.	Occupation certificate	Not available
15.	Offer of possession	05.04.2023 (As on page no. 15 of reply on behalf of respondent no.1)
16.	Reminders for possession	15.06.2023 27.03.2024 (As on page no. 16-17 of complaint)
17.	Possession certificate	01.04.2024 (As on page no. 105 of complaint)
18.	Conveyance deed	Not on record

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint: -

- I. That the respondent nos. 2 and 3 represented to the general public through various advertisements that the respondents are in the process of developing the colony, "Express Greens" in Sector M-1, Manesar, Gurugram, Haryana, in terms of License No. 283 of 27.12.2007.
- II. That on the basis of representations and specifications, the respondent no. 2 and 3 invited bookings of Residential Apartments of various sizes in its aforesaid project. The complainant had booked an apartment in said project in Building/Block G, Floor 18th, no.3 with a parking space bearing no. PG1069. That as per the terms of said booking application, the basic sale price of super area was Rs.2250/- per sq. ft. and cost of parking space was Rs.3,00,000/-. That PLC

(Preferential Location Charges) was
@ 300 per sq. ft.. EDC & IDC charges were @ 150 per sq. ft. and IBMS
charges were Rs.50 per sq. ft.

- III. That the said application was executed between the parties on 28.12.2009 and pursuant thereto the complainant had made the payment of Rs.5,00,000/- to the respondents as an advance for booking. Pursuant to receipt of the entire consideration amount, the respondent no.2 and 3 herein vide email dated 03.03.2010 has sent the agreement to sell to the complainant for signing of documents and based on said documents, the agreement to sell was executed by the parties. I
- IV. That the said document was executed by the parties on 15.03.2010. As per the clause 11(a) of the said Agreement to Sell/ Apartment Buyer Agreement, it was undertaken and agreed by the respondent that possession of the premise shall be handed over to the complainant within 36 months from the day of the execution of said apartment buyer agreement i.e. on or before 14.03.2013.
- V. That the said agreement also stipulates at Para 14 of the agreement that respondent shall be liable to pay delay penalty in case of delay in handing over the possession of the demise premise. As per the payment plan adopted by the complainant herein, he was to make down payment of the entire amount except an amount of Rs.3,56,325/- , which has to be paid at the time of possession of the premise. That complainant herein has made payments of the down-payment from time to time as and when asked by the respondents.

- VI. That in total an amount of Rs.42,91,736/- was paid by the complainant to the respondent from time to time. It is submitted that the complainant has paid the entire amount as per the agreement to the respondent before signing of agreement between the parties as per their payment plans.
- VII. That respondent no.1 has sent a letter dated 30.03.2018 to the complainant informing the complainant that some disputes with respect to said project was raised by some of the owners of the land however the Hon'ble Supreme Court of India was pleased to grant relief to all the allottees of the project by allowing them to take possession of their demise premise on the same terms and conditions as entered between the parties.
- VIII. That the complainant did not receive possession of the premise on 14.03.2013 or thereafter on any other date, as the respondent no. 2 and 3 completely failed to adhere with the terms and conditions of the said apartment buyer agreement. It shall be pertinent to mention that respondent no. 2 and 3 also enhanced the late possession payment charges vide its application dated 14.07.2016 and kept delaying the possession of the complainant on one pretext or other.
- IX. That the entire payments were made by the complainant at the very beginning of the project in order to receive the timely possession of the property and post payment of the said amount, the complainant kept wandering from pillar to post for redressal of his grievances and nothing was done by the respondents. That said letter was sent on 14.07.2016 however since then no offer of possession was made to the complainant.

- X. That the complainant received an offer of letter dated 27.03.2024 from respondent no.1 wherein it was informed to the complainant that they had sent an earlier offer of possession to the complainant, however, complainant failed to take the possession post said letter. It is submitted that the complainant has never received any offer of possession before the said possession letter dated 27.03.2024.
- XI. It is pertinent to mention here that no details whatsoever were mentioned in said letter regarding sending or receiving the previous letter of possession. That respondent no. 1 charged a delay penalty from the complainant of Rs.3,63,895/- despite the delay in possession of more than 11 years from their end. Further, the said acts of the respondents are not only arbitrary but also without any basic or sanction of law of the land. That the said payments were made by the complainant under protest with a right to recover all the amounts with interest as per the law.

C Relief sought by the complainants: -

4. The complainants have sought following relief(s)
- i. Compensation for delay in possession from 14.03.2013 to 01.04.2024 @ 10% of the total amount paid to the respondents from the date of payment till the date of physical possession of the premise to the complainants.
5. 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 no.1.

6. The respondent has contested the complaint on the following grounds: -

- I. That in the present matter, claim is submitted by the complainants vide dairy no. 2463 dated 13.04.2018 for possession of property no. M1G183 having an approximate super area of 180.51 sq. mtrs. (1943 sq. ft.) and one Parking Space no. PG1609, DLF Express Greens, Sector-M1A, Manesar.
- II. That the Apartment Buyer's agreement was executed on 15.02.2010 with stipulations of deemed date of possession as 36 months from the date of execution of said agreement i.e. latest until 14.03.2013 and the claimants had paid an amount of Rs.42,91,736/- and Rs.9,02,023/- as statutory charges amounting a total of Rs.51,93,759/-.
- III. That in compliance of direction of Hon'ble Supreme Court dated 21.07.2022, letter dated 05.04.2023, 15.06.2023 and 27.03.2024 was issued to the claimant for taking over physical possession along with the requisite documents and clearing the outstanding dues and accordingly the complainants/allottees paid the outstanding dues including penalty for delay of possession and took the physical possession on 01.04.2024 and the Conveyance Deed was also executed on 08.11.2024 in favour of the complainants.
- IV. That as per the extracts of the Minutes of the 380th Meeting of the Board of Directors of Haryana State Industrial and Infrastructure Development Corporation Limited (HSIIDC), held on 6th March, 4 at 3:00 PM in the Committee Room, 1st Floor, Haryana Niwas, Sector- 3, Chandigarh. The Board considered the proposal as contained in the Agenda Note and the advice of Ld.AG/Haryana in the matter and after

deliberations resolved to decide in accordance with the opinion rendered by Ld. AG as under:

- a. The Corporation is not liable, for recovery of Interest/payment of penalty etc. for period upto 12.03.2018, since it has stepped into the shoes of the developer pursuant to the Hon'ble Supreme Court judgement dated 12.03.2018.
 - b. The period from 12.03.2018 till 30.04.2023 to be taken as zero period' as per opinion received from Ld.AG/Haryana.
 - c. The period from 01.05.2023 to be considered for recovery of applicable interest/penalty and payment of penalty etc. from possession claimants.
 - d. The possession handed over by M/s. DLF during period from 12.03.2018 till 21.07.2022 shall be acknowledged as paper possession and the 3rd party possession claimants would not be penalised any further by way of interest/penalty on the condition that the dues already recovered from the possession claimants by the builder i.e. M/s. DLF, be recovered or adjusted against the amount payable to M/s DLF after finalization of their claim, as per the procedure/practice.
- V. That the project in question was being developed by respondents no. 2 & 3 in Sector M-1A, Manesar, Gurgaon, Haryana. The project land is a part of License No. 283 of 2007 measuring 13.893 acres and License No 284 of 2007 measuring 19.162 acres which is part of deemed award dated 26.11.2018 which was pronounced by DRO Gurugram, deemed to be announced on 26.08.2007, as a consequence of the judgment dated 12.03.2018 passed by Hon'ble Supreme Court of India

in Civil Appeal No. **8788/2015** titled as ***Rameshwar & Ors. vs. State of Haryana and Ors.***

VI. That in compliance of Civil Appeal titled as Rameshwar & Ors. vs. State of Haryana and Ors., the Hon'ble Supreme Court a Board Meeting was held and in the minutes of meeting it was further observed that:

a. On 27/08/2004, notification under Section 4 of Land Acquisition Act, 1894 was issued by the State Govt. for acquiring 912 acres 7 marlas of land villages Manesar, Lakhnola, Naurangpur. Out of this land Section 6 Notification was issued in respect of land measuring 688 acres 3 Kanals 12 Marla on 25.08.2005. However, the said acquisition was dropped by the State Govt. on 24.08.2007 and subsequently, said proceedings were completely withdrawn on 29.01.20210. Writ petitions filed by land owners on 19.11.2011, vide petition no 23769 of 2011, were dismissed by the Hon'ble High Court on 15.12.2014 Same was challenged by the Landholders vide Civil Appeal No. 8788 of 2015, as Rameshwar & Others vs State of Haryana & Others, which was finally disposed of by Hon'ble Supreme Court of India vide its orders dated 12.03.2018.

b. Hon'ble Supreme Court vide order dated 12.03.2018, passed the judgment as a result of which the State Govt. authorized HSIIDC to take steps to implement the orders. in compliance of the orders dated 12.03.2018 of Hon'ble Supreme Court of India:

(1) Director Town & Country Planning, Haryana transferred all the licenses granted against the land forming part of deemed award as per order dated 12.03.2018 of Hon'ble Supreme Court to HSIIDC.

- (2) District Revenue Officer, Gurugram vide order dated 26.11.2018, announced the award for 420 acres 16.5 marta land in favour of HSIIDC.
- c. Various petitions and counter petitions were filed by Developers, 3rd party claimants and HSIIDC. All such petitions were finally disposed by Hon'ble Supreme Court of India vide judgment dated 21.07.2022. Claim settlement of 3rd claimants/builders is being undertaken for time-bound compliance as per directions of Hon'ble Supreme Court. In compliance of the orders dated 21.07.2022, award for additional 25.95 acres was announced on 20.01.2023 by DRO, Gurugram.
- d. Opinion was sought from Ld. AG, Haryana with respect to fulfilment of terms and conditions as contained in bulider-buyer agreement on following points:
- (1) Applicability of recovery of Interest from the claimants on pending payments/outstanding dues.
 - (2) Applicability of recovery of penalty @ Rs. 10/- per sq. ft. per month for delay in taking over possession by the claimants.
 - (3) Applicability of same penalty Rs. 10/- per sq. ft. per month by the developer/HSIIDC in case possession is delayed from their side.

The Ld. AG, Haryana has given his opinion dated 03.10.2023 for the aforementioned points is as, under:

"In view of the Judgment dated 21.07.2022 passed in Rameshwar and Others Vs. State of Haryana and others 2022 (11) scale 21 and the opinion taken from the office of Ld. AG, Haryana, It was clarified that as far as such project is concerned where the construction have been erected and the project is complete or is nearing completion, the plots apartments shall be made over to the respective claimants/allottees on the same terms and conditions as stipulated in the apartment buyer agreement executed by the developer with the allottee. The terms and conditions of the sald agreement dealt with the obligations of both the developer as well as the allottee. It provided for charging of Interest in case the allottee fails to pay the payments

as per the schedule appended with the agreement and further included penalty clause wherein the allottee falls to take the physical possession after grant of occupation certificate and also provided for imposition of penalty in case developer fails to handover physical possession after occupation certificate within stipulated time period.

Since now HSIIDC has stepped Into shoes of the developer in terms of the directions passed by the Hon'ble Supreme Court of India, the dilemma has arisen as to whether as per agreed terms and conditions of the builder buyer agreement as became executed between the allottee and the builder/developer which now stands substituted by HSIIDC, the Corporation shall recover Interest on pending payments/outstanding dues, further recover penalty @ Rs 10/- per sq. ft per month for delay in taking over possession and further is bound to pay penalty @ Rs. 10/-per sq.ft per month for delay in handing over of the possession from side of the developer, especially with respect to the period when the litigation remained pending after the project was transferred to HSIIDC i.e. Judgment dated 12.03.2018 in the case of Rameshwar and others Vs. State of Haryana and others 2018 (6) SCC 215.

In the legal opinion given on 18.05.2020 by the Ld. AG, Haryana It was dealt In detailed that the deemed award is stated to have been passed with respect to all such transactions either direct or Indirect. I.e. Including the collaboration agreements as well which were entered Into between the period of 27.08.2004 th 29.01.2010 thereby Jeopardizing the acquisition proceedings. Be it as it may since confusion was prevailing right after the passing of the Judgement dated 12.03.2018 and various applications came to be filed not only by HSIIDC seeking clarification of the order, but also by the developers and the allottees with a prayer to take out the land from the deemed award. The said applications came to be decided by the Hon'ble Supreme Court of India vide Judgment dated 21.07.2022 passed In Rameshwar and Ors. Vs State Haryana and Others 2022(11) scale 32. Wherein the Hon'ble Court held that the word 'transfer' used in the main judgment is not confined to sole, lease or other encumbrance but It also Includes the development and collaboration agreements as well as licenses Issued during the period I.e. 27.08.2004 to 29.01.2010. While holding so several directions were Issued and further, It was again clarified that the allottees shall entitled to possession of the apartments/flats of such projects which are near In completion or competed as per the agreed terms and conditions, however, the unconstructed, unsold Inventory was put at the disposal of HSIIDC absolutely In accordance with its policies and laws.

It is in the aforesaid context qua which it was stated in the earlier opinions given by the Ld. AG, Haryana that HSIIDC has stepped into the shoes of the developers/builders so far as the allotted plots/apartments/flats are concerned. A perusal of the entire factual matrix reveals that the entire matter especially with respect to the rights, title and interest in the land included in deemed award has remained under the cloud of (Litigation after

the judgment dated 12.03.2018 till was clarified vide judgment dated 21.07.2022. The litigation has remained pending not only at the instance of HSIIDC, but also at the stance of developers as well as allottees, therefore, in order to balance the interest of both the corporation and the allottees in lieu of their respective obligations under the validly executed agreements, especially with respect to the payment, charging of interest thereon in the event of default and the penalty on account of delay in handing over/taking over of the possession; in the opinion of the Ld. AG, Haryana, the propriety demands that the litigation period commencing from 12.03.2018 i.e. when the deemed award was said to have been passed and the land was transferred to HSIIDC till 21.07.2022 shall be treated as "zero period" as regards the recovery of interest on account of pending payments, delay in taking over possession and far delay in handing over possession, since no fault can be attributed in this regard either to allottee or to HSIIDC which is still struggling and juggling to comply with the directions issued by the Hon'ble Supreme Court of India,

The HSIIDC would be absolved from its liability to pay the Interest/penalty on the delayed possession and further the allottees would be absolved from paying the Interest amount on pending pavinents and also from penalty for delaying in taking over the possession of the apartment/flat it already offered, it goes without mentioning that the said zero period can be extended upto the date when the decision in this reward, if approved would be conveyed to the respective allottees."

In case the decision is taken in the manner suggested above, It is advisable that a detailed letter explaining the circumstance in which the decision is being taken along with the clear recital of the clauses which would be presumed to be in applicable during zero period be mentioned and the consent of the allottees be solicited in categorical and clear term so as to avoid any future litigation and repercussions."

e. Relevant dates in the matter are as under:

02/05/2014	Date of Issue of Occupation Certificate for M1 w.r.t. apartments
28/05/2014	Date of Issue of Occupation Certificate for M1A w.r.t. apartments (Except For Tower-G)
24/04/2015	Hon'ble Supreme Court Order wherein construction activities were stayed.
21/03/2017	Hon'ble Supreme Court order wherein stay was ordered on recovery, possession, construction activities etc.
12/03/2018	Hon'ble Supreme Court final order in the matter Rameshwar & Ors. Vs. State Of Haryana & Ors.
06/02/2022	Date of Issue of Occupation Certificate of Tower-G (M1A)

21/07/2022	Hon'ble Supreme Court final order on Petitions / Counter Petitions in various matters out of judgment dated 12/03/2018
21/01/2023	As per orders dated 21/07/2022 of Hon'ble Supreme Court compliance was to be done within six months i.e. upto 21/01/2023
April 2023	Communication from HSIIDC to the claimants for possession/conveyance deed after receipt of legal advice and approval of court.

VII. That Relevant extracts of judgement dated 21.07.2022 of Hon'ble Supreme Court w.r.t M/s. DLF (Express Green Apartments) are as under:

With respect to Express Greens (DLF), contentions to exclude the project from the deemed award are rejected. It is directed that:

- (1) HSIIDC shall complete the process of validating the title of allottees, including the title to the undivided and proportionate land share, within six months from the date of this judgment;
- (2) HSIIDC shall notify the balance allottees about the execution of sale deed. the process of execution and registration of sale deed to be completed within six months from the date of this Judgment: HSIIDC shall ensure that a designated nodal officer is deployed to scrutinize the relevant documents and facilitate the execution of such sole deeds; and
- (3) All rights, title and Interest in respect of the unsold 39 townhouses in the Independent floors vests with the HSIIDC, which shall deal with them in accordance with Its policies and applicable laws. Likewise, in case of unsold apartments, all rights, title and interest shall vest with HSIIDC

VIII. That after Hon'ble Supreme Court judgment dated 12.03.2018, details of recoverable amount (up to Jan. 2015) and claimants to whom possession was handed over by M/s. DLF was provided to HSIIDC. However, after judgment dated 21.07.2022, revised details were furnished by M/s DLF wherein details of recoverable dues and possession handed over was in variance with the details provided after 12.03.2018.

IX. That summarized, facts of the matter are as under:

- (1) HSIIDC stepped into the shoes of the developer as a result of judgement dated 12.03.2018
- (2) Six months period till 21.01.2023 was allowed by Hon'ble Court (as per judgement dated 21.07.2022) to complete the process of validation, possession, conveyance deed etc.
- (3) Thereafter, 1st communication was sent by HSIIDC in April 2023 (after receipt of approval from Govt, on 21.03.2023) by HSIIDC

X. That with the opinion of Ld. AG/Haryana and background details as above, conveyance deeds and possession requests are now being processed on the following lines:

- (1) The Corporation is not liable, for recovery of interest/payment of penalty etc. for period upto 12.03.2018, since it stepped into the shoes of the developer as a result of Hon'ble Supreme Court judgement dated 12.03.2018.
- (2) Period from 12.03.2018 till 30.04.2023 may be taken as zero period as per opinion received from the Ld. AG/Haryana
- (3) Period from 01.05.2023 onwards may be considered for recovery of applicable Interest/penalty and payment of penalty etc. from possession claimants.
- (4) In the interest of 3rd party possession claimants who have already suffered for more than twelve years, possession handed over by M/s. DLF during period from 12.03.2018 till 21.07.2022 may be acknowledged as paper possession and the 3rd party possession claimants may not be penalized any further by way of Interest/penalty. Dues recovered by M/s. DLF may be recovered from them or adjusted against the amount payable to the builder.

E. Application for dismissal of complaint on behalf of the respondent

no. 2

7. The respondent no.2 has made the following submissions:
- I. That the present complaint has been filed against the following respondents: -
 - (a) Haryana State Industrial & Infrastructure Development Corporation Limited (respondent no.1)
 - (b) DLF Home Developers Limited (respondent no.2)
 - (c) DLF New Gurgaon Homes Developers Private Limited (respondent no.3)
 - II. That respondent no.3 stands merged in respondent no.2 by virtue of order dated 30.07.2013 passed by the Honourable High Court of Delhi in Company Petition No.105 of 2013. Thus, the present application is being filed only on behalf of respondent no.2. It would not be out of place to mention that the name of respondent no.3 is liable to be deleted from the array of parties on account of the aforesaid merger.
 - III. That land measuring 912 Acres 0 Kanal 7 Marlas was notified by the Department of Industries, State of Haryana u/s 4 of the Land Acquisition Act, 1894 on 27.08.2004 for setting up of IMT to be planned as integrated complex for residential, recreational and other public utilities in Villages Lakhnaula, Naurangpur & Manesar, Tehsil and District Gurgaon. Subsequent to considering the objections of landowners, land measuring 688 acres – 3 kanals – 12 marla was notified u/s 6 of the Land Acquisition Act, 1894 on 25.08.2005 but the award was not passed and the acquisition was dropped by the State of Haryana.
 - IV. That a Civil Appeal No. 8788 of 2015 titled "Rameshwar & Others Vs. State of Haryana & others" was pending for adjudication in the Hon'ble Supreme Court of India and the same was disposed of vide judgement dated 12.03.2018.

- V. That the Hon'ble Supreme Court of India in the aforesaid Civil Appeal vide Judgement dated 12.03.2018 in **para 39 (b)** declared that the award for the aforesaid acquisition shall be deemed to have been passed on 26.08.2007, in respect of lands (i) which were covered under by declaration under Section 6 of Land Acquisition Act and (ii) which were transferred by the landholders during the period 27.08.2004 till 29.01.2010. It was further held in the aforesaid judgment that that lands which had not transferred by the landholders during the period from 27.08.2004 till 29.01.2010 would not be governed by directions contained in the said judgment.
- VI. That the Hon'ble Supreme Court of India in the aforesaid Civil Appeal in para 39 (c) stated that the acquired land shall vest in the Haryana Urban Development Authority / Haryana State Industrial & Infrastructure Development Corporation Ltd. (hereinafter referred to as HUDA/HSIIDC, as may be directed by the State of Haryana, free from all encumbrances. HUDA/HSIIDC may forthwith take possession thereof. Consequently, all licences granted in respect of lands covered by the deemed Award dated 26.08.2007 will stand transferred to HUDA/HSIIDC.
- VII. That the Hon'ble Supreme Court of India in the aforesaid Civil Appeal in para 39 (h) stated the third parties from whom money had been collected by the builder/private entities will either be entitled to refund of the amount from and out of and to the extent of the amount payable to the builder/private entities in terms of above direction, available with the State, on their claims being verified or will be allotted the plots or apartments at the agreed price or prevalent price, whichever is higher.

Every such claim shall be verified by HUDA or HSIIDC. In cases where, constructions have been erected and the entire project is complete or is nearing completion, upon acceptance of the claim, the plots or apartments shall be made over to the respective claimants on the same terms and conditions. Except for such verified and accepted claims, the remaining area or apartments will be completely at the disposal of HUDA or HSIIDC, as the case may be, which shall be free and competent to dispose of the same in accordance with the prevalent policy and procedure.

VIII. That the land over which the project has been developed falls entirely in the scope and purview of aforesaid judgment. In compliance with Judgment dated 12.03.2018 passed by Hon'ble Supreme Court of India the HSIIDC has issued public notice in newspaper and format for filing of preliminary claim. Both notice and claim format are also available on the website of HSIIDC.

IX. That in the present case, the complainants have admitted in paragraph no.5 on page 12 of the complaint as under: -

"Para5. That respondent no.1 has sent a letter dated 30.03.2018 to the complainant herein interalia informing the complainant that some disputes with respect to said project land was raised by some of the owners of the land however the Hon'ble Supreme Court of India was pleased to grant relief to all the allottees of the project by allowing them to take the possession of their demise premise on the same terms and conditions as entered between the parties."

X. That after passing of the Judgement dated 12.03.2018 by Hon'ble Supreme Court of India, the property in dispute vests in the HSIIDC Ltd. (respondent no.1) and respondent no.2 is not left with any right, title and interest except the relief given in said judgement. Moreover, even

the physical possession of the apartment in question had been handed over to the complainants by respondent no.1.

- XI. That the judgment passed by the Hon'ble Supreme Court of India is binding on all courts of the Country. On account of passing of judgment dated 12.03.2018 nothing survives in the present litigation. In fact, this Hon'ble court stands divested of jurisdiction to try and decide the present matter. Furthermore, the manner in which the complaint has been drafted has rendered it incapable to prosecute on account of passing of aforesaid judgment. Hence, this Authority lacks the jurisdiction to hear and decide the present complaint.
- XII. That on account of passing of aforesaid judgment it would be in the interest of justice that the issue regarding the jurisdiction of this Authority to try and decide the present complaint should be decided as a preliminary issue so as to avoid wasting the precious time of the Authority as well as to prevent unwarranted harassment and inconvenience being caused to respondent no.2 in contesting the proceedings. Further prosecution of the aforesaid litigation would not serve any useful purpose. It is respectfully submitted that on account of passing of judgment dated 12.03.2018, relief in the manner claimed by the complainant does not deserve to be granted.
- XIII. That on a previous occasion as well, several complaints having similar facts had been filed before the Permanent Lok Adalat, Gurugram. However, the same had been dismissed at the preliminary stage itself as the learned Chairman of the Permanent Lok Adalat, Gurugram was convinced that in light of the judgment of the Honorable Supreme Court referred to above, the Permanent Lok Adalat, Gurugram lacked

jurisdiction to try and decide the complaint. The details of the said complaints are as under: -

- (a) Complaint titled "*Ankush Kalra and another Vs. DLF New Gurgaon Homes Developers Private Limited and another*" dismissed on 23.04.2018.
- (b) Complaint titled "*Sonia Madan Vs. DLF Home Developers Limited*" dismissed on 10.04.2018.
- (c) Complaint titled "*Ashok Bhardwaj and another Vs. DLF Home Developers Limited*" dismissed on 09.04.2018.

XIV. That besides the complaints referred to above before Permanent Lok Adalat, this Authority has dismissed the following complaints:-

- (a) Complaint titled "*Deepak Arora Vs. DLF Home Developers Limited*" bearing CR No. 2030/2021 had been dismissed by this honorable authority being not maintainable in view of judgment passed by the Hon'ble Supreme Court of India dated 12th of March, 2018 in the matter titled "*Rameshwar and others Vs. State of Haryana*".
- (b) Complaint titled "*Jitender Mohan Batra Vs. DLF Home Developers Limited*" bearing CR No. 2839/2020/3406/2019/1103/2020 had been dismissed by this honorable authority being not maintainable in view of judgment passed by the Hon'ble Supreme Court of India dated 12th of March, 2018 in the matter titled "*Rameshwar and others Vs. State of Haryana*". The complainant of that complaint was further directed by this Honorable Authority vide judgment dated 28th of July, 2022 to approach HSIIDC.
- (c) Complaint titled "*Meena Rao Vs. DLF Home Developers Limited*" bearing CR No. 4316/2020 had been dismissed by this honorable authority vide judgment dated 10th of February, 2021. The said complaint had been dismissed in default as the complainant of the said complaint had realized that the complaint preferred by her was devoid of any merit, baseless and unfounded.
- (d) Complaint titled "*Akhil Agarwal and another Vs. Haryana State Industrial & Infrastructure Development Corporation Limited*" bearing no.CR/4827/2023 had been dismissed by this Honorable Authority vide judgment dated 18th of February, 2025.

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

F. Jurisdiction of the authority

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

F. I Territorial jurisdiction

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by The Town and Country Planning Department, Haryana 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

11. 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)

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;

12. 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.

H. Findings on the relief sought by the complainants.

H.I. Compensation for delay in possession from 14.03.2013 to 01.04.2024 @ 10% of the total amount paid to the respondents from the date of payment till the date of physical possession of the premise to the complainants.

13. The respondent no.2 has filed an application dated 16.04.2025 for dismissal of complaint qua respondent no.2 on grounds that the entire project stands transferred to respondent no.1 by orders of the Hon'ble Supreme Court of India in ***Rameshwar and others V/s State of Haryana and others (2018(6)SCC 215)*** decided on 12.03.2018 and further clarificatory orders passed by the Hon'ble Supreme Court dated 21.7.2022 in Misc. Application ***No.50/2019*** in ***Civil Appeal No.8788 of 2018 Rameshwar and Ors. V/s State of Haryana and Ors.*** wherein it has been clearly stated that :-

- "(o) The State is directed to ensure that all references pertaining to the acquisition are answered as expeditiously as possible. The concerned reference courts are hereby directed to conclude all the proceedings in 185 references received for 365 acres of land and pronounce the award in accordance with law within a period of one year from the date of this judgment.*
- "(p) It is clarified that wherever the allottees have not paid the full amounts (payable in terms of the agreement) HSIIDC shall be entitled to the same rights in law as in the case of the original builder/developer, which include, but are not limited to, insisting full payment before handing over possession to the allottees."*

14. Therefore, counsel for the respondent no.2 states that no relief lies with respect to respondent no.2 in the matter and respondent no.2 be deleted from the array of the parties. In view of the above, the respondent no.2 is deleted from the array of parties as per the order of the Hon'ble Supreme Court.
15. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

16. Clause 9(a) of the flat buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"9.a. Possession

The Company/DNGH based on present plans and estimates and subject to all just exceptions, endeavors to complete construction of the Dwelling Unit within a period of thirty six (36) months from the date of execution of this Agreement unless there shall be delay or failure due to Force Majeure conditions and due to reasons mentioned in Clause 11(b) and 11 (c) or due to failure of allottees to pay in time the Total Price and other charges, taxes, deposits, securities etc. and dues/payments or any failure on the part of the Allottee to abide by all or any of the terms and conditions of this Agreement..."

(Emphasis supplied)

17. It is important to note that in Civil Appeal No. 8788 of 2015, the Hon'ble Supreme Court quashed the illegal release of land and licences granted to

builders like DLF, ABW, and Anantraj in Manesar, Gurugram, originally acquired for public use by HUDA and HSIIDC. While landowners had challenged the acquisition, the Court restored the land to state authorities, not to the landowners, and clarified they were not equally at fault with the builders. Emphasizing principles of restitution and unjust enrichment, the Court directed the homebuyers who ~~has~~[✓] paid money for apartments or plots should either get refund or be given a new plot/apartment after their claims are verified. Homebuyers were given one month to file their claim and their claim had to be verified within 2 months. The relevant portion of the judgement is reproduced as under:

39 (h) The third parties from whom money had been collected by the builder/private entities will either be entitled to refund of the amount from and out of and to the extent of the amount payable to the builder/private entities in terms of above direction, available with the State, on their claims being verified or will be allotted the plots or apartments at the agreed price or prevalent price, whichever is higher. Every such claim shall be verified by HUDA or HSIDC. In cases where, constructions have been erected and the entire project is complete or is nearing completion, upon acceptance of the claim, the plots or apartments shall be made over to the respective claimants on the same terms and conditions. Except for such verified and accepted claims, the remaining area or apartments will be completely at the disposal of HUDA or HSIDC, as the case may be, which shall be free and competent to dispose of the same in accordance with the prevalent policy and procedure.

In order to facilitate such exercise all third parties who had purchased or had been allotted the plots or apartments shall prefer claims within one month from today, which claim shall be verified within two months from today.

18. After considering all the facts and circumstances of the case, Authority is of the considered view that the relief sought by the complainant falls squarely within the ambit of the directions issued by the Hon'ble Supreme Court in

Civil Appeal No. 8788 of 2015. The Hon'ble Supreme Court, while quashing the illegal release of land and licences to certain builders, laid down a specific mechanism for redressal of grievances of affected homebuyers.

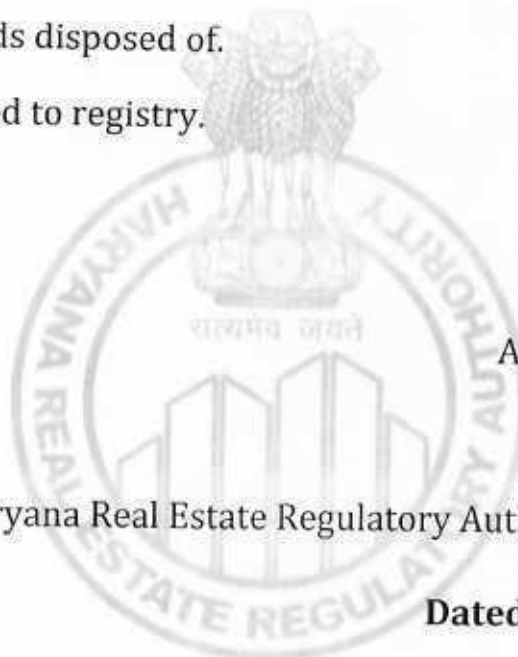
19. In view of the above, this Authority is of view that the complainant's present claim, is to be addressed strictly in accordance with the directions of the Hon'ble Apex Court. The complainant ought to have availed the remedy within the framework and timeline provided therein. Accordingly, the Authority holds that the complainant is not entitled to seek the reliefs claimed and the same is not maintainable before this Authority.
20. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.
21. Since the possession of the subject unit has already been offered on 05.03.2023 and possession has been handed over to the complainants on 01.04.2024. The respondent no.1 is directed to get the conveyance deed executed within a period of three months after depositing necessary payment of stamp duty and registration charges from the date of this order.

I. Directions of the authority

22. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance with

obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- I. The respondent no.1 is directed to get the conveyance deed executed within a period of three months after depositing necessary payment of stamp duty and registration charges from the date of this order.
23. Complaint stands disposed of.
24. File be consigned to registry.



Ashok Sangwan
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.10.2025

HARERA
GURUGRAM