

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.172 of 2025

Date of Decision: 18th December, 2025

1. Pardeep Kumar Bhatia

2. Deepti Dua

Both R/o Flat No. D5 602, Tower-D 5, Aloha Apartments,
Sector-57, Gurugram, Haryana-122003.

....Appellants.

Versus

Orris Infrastructure Private Limited

Registered Office at RZ-D-5, Mahavir Enclave, New Delhi-
110045

Corporate Office-ORRIS HQ, J-10/5, DLF Phase II, M.G.
Gurugram, Haryana-122002.

....Respondent

CORAM:

Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan

Chairman
Member (Judicial)
Member (Technical)

Present: Mr. Pardeep Kumar Bhatia, appellant No. 1 in person.
Ms. Sanya Thakur, Advocate for the respondent.

O R D E R:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated
04.02.2025, passed by the Authority¹ at Gurugram, in
Complaint No. 1106 of 2019 .Operative part thereof reads as
under:-

¹ Haryana Real Estate Regulatory Authority, Gurugram

“39. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoters as per the functions entrusted to the authority under section 34(f) :

- i. The respondent/promoter is directed to pay interest to the complainants against the paid up amount at the prescribed rate i.e. 11.10% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 15.05.2017 till the expiry of 2 months from the date of offer of possession (20.10.2018) i.e. up to 20.12.2018 whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules. 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.*
- ii. The respondent is directed to get the conveyance deed of the allotted unit executed in the favour of complainant in term of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.*
- iii. The respondent shall not charge anything from the complainants which are not the part of the apartment buyer's agreement. The respondent is debarred from claiming holding charges from the complainants/allottees at any point of time even after being part of apartment buyer's agreement as per law settled by Hon'ble Supreme Court in Civil Appeal No. 3864-3889/2020 decided on 14.12.2020.*

40. Complaint stands disposed of.

41. File be consigned to registry.”

2. Factual matrix of the case is that the complainants were subsequent allottees of unit no. 802 (8th floor, Tower 2A). An Agreement

to sell dated 07.07.2011 was executed between the original allottee, Mr. Gaurav Suryavanshi, and the respondent-promoter which was duly endorsed in favour of appellants on 03.09.2011. Subsequently, on the request of the complainants, the respondent company re-allotted unit no. 906 (9th floor, Tower 2A) and executed a fresh Buyer's Agreement on 15.11.2013. As per this new agreement, the stipulated due date of possession was 15.05.2017. The occupation certificate was granted to the project on 18.10.2018, and possession was offered on 20.10.2018. The Authority directed the respondent to pay delay possession charges from the due date of possession (15.05.2017) till a valid offer of possession (20.12.2018, i.e., after two months of the offer on 20.10.2018) along with direction to execute conveyance deed. The appellants have now received possession of the unit on 05.02.2023, pursuant to the directions of this Tribunal during proceedings in Appeal No.232 of 2021.

3. Aggrieved by order passed by the Authority, the appellants have preferred this appeal, primarily seeking delay possession charges from 07.01.2015 (due date under the earlier agreement dated 07.07.2011 with original allottee) till 05.02.2023, i.e., the date of actual handing over of possession.

4. On the other hand, ld. counsel for the respondent-promoter argues that possession was validly offered on 20.10.2018 after grant of occupation certificate on 18.10.2018, and the delay, if any, was already compensated by Authority vide its impugned order.

5. We have heard learned counsel for the parties and given careful thought to the facts of the case.

6. It appears that the project was granted Occupation Certificate on 18.10.2018. Immediately thereafter, the promoter made offer of possession to the allottees on 20.10.2018.

7. As stated above, the Authority directed that the allottees would be entitled to interest @ 11.10% per annum for every month of delay on the amount paid by the allottees from due date of possession till the offer of possession plus two months.

8. After hearing rival contentions, this tribunal is of the view that the Authority rightly held that once the complainants voluntarily sought change of unit in 2013, the new agreement governed the relationship of parties. Hence, the claim to compute delay from 07.01.2015 (under the earlier agreement with original allottee) has no legal basis.

9. We find that offer of possession dated 20.10.2018 is a valid offer of possession. Had the allottees acted promptly, they could have taken possession immediately and protracted litigation could have been avoided. It appears that greed got better of the allottees and they demanded higher amount in lieu of DPC despite the fact that price of the unit had also escalated.

10. Under these circumstances, this Bench feels that there would be no justification in granting DPC to the allottees beyond the period when valid offer of possession was made to them after receiving occupation certificate. It is evident that the allottees never thought it fit to pose any challenge to the offer of possession dated 20.10.2018. The allottees would be entitled to DPC from due date of possession i.e. 15.05.2017 till 20.10.2018 when valid offer of possession was made to them plus two months.

11. There is no illegality in the order passed by the Authority. Consequently, delay possession charges are rightly awarded.

12. In light of above, we find no merit in the appeal. Thus, the appeal is hereby dismissed.

13. Copy of this order be sent to the parties/their counsel and the Ld. Authority for compliance.

14. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

December 18, 2025/mk