

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: January 19, 2026

(1) Appeal No. 671 of 2023

Ashok Kumar, D-176, Freedom Fighter Enclave, Neb Sarai,
South Delhi, IGNOU, Delhi-110068.

Appellant

Versus

M/s JMD Limited, 6, Devika Tower, Upper Ground Floor, Nehru
Place, Delhi-110019

Respondent

(2) Appeal No. 672 of 2023

Ashok Kumar, D-176, Freedom Fighter Enclave, Neb Sarai,
South Delhi, IGNOU, Delhi-110068.

Appellant

Versus

M/s JMD Limited, 6, Devika Tower, Upper Ground Floor, Nehru
Place, Delhi-110019

Respondent

(3) Appeal No. 673 of 2023

Ashok Kumar, D-176, Freedom Fighter Enclave, Neb Sarai,
South Delhi, IGNOU, Delhi-110068.

Appellant

Versus

M/s JMD Limited, 6, Devika Tower, Upper Ground Floor, Nehru
Place, Delhi-110019

Respondent

CORAM:

Justice Rajan Gupta

Chairman

Dr. Virender Parshad

Member (Judicial)

Dinesh Singh Chauhan

Member (Technical)

Appeal No. 671 of 2023 and connected appeals

Present : Mr. Rajul Shrivastava, Advocate for the appellant.

Mr. Venkat Rao, Advocate with
Mr. Yashvir Singh Balhara, Advocate for the respondent.

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. 671 of 2023.

2. Present appeal is directed against order dated 19.04.2023, passed by the Authority¹. Operative part thereof reads as under:

“G. Directions of the authority

26. 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 promoter as per the functions entrusted to the authority under section 34(f) of the Act:

2. The respondent is directed to pay the interest at the prescribed rate i.e. 10.70% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 13.05.2017 till 03.02.2019 i.e. after expiry of two months from the date of offer of possession (03.12.2018).

b. The arrears of such interest accrued from 13.05.2017 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per rule 16(2) of the rules.

¹ Haryana Real Estate Regulatory Authority, Gurugram

c. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

d. The rate of interest chargeable from the complainant/allottees by the promoter, in case of default shall be charged at the prescribed rate i.e. 10.70% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delay possession charges as per section 2(za) of the Act.

e. If there is no amount outstanding against the allottees or less amount outstanding against the allottees then the balance delay possession charges shall be paid after adjustment of the outstanding against the allottees.

f. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement. However, holding charges shall not be charged by the promoters at any point of time even after being part of the agreement as per law settled by Hon'ble Supreme Court in civil appeal no. 3864-3889/2020.

27. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

28. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.

29. File be consigned to registry.”

3. It appears that a commercial project in the name and style of 'Imperial Suite, JMD Suburbio' was floated by the respondent-promoter in Sector 67, Gurugram. The appellant-allottee booked a unit therein for a total consideration of Rs.36,50,000/-, out of which the appellant-allottee remitted an

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amount of Rs.32,91,457/-. He was allotted unit No. 209, 2nd Floor, measuring 650 square feet therein. Buyer's agreement was executed between the parties on 14.03.2011 Revised building plans were sanctioned on 13.11.2013. Due date of possession was 13.05.2017. As there was delay in handing over of possession, the allottee preferred the complaint before the Authority seeking DPC².

4. After hearing rival contentions of the parties, vide impugned order, the Authority issued the directions as mentioned in paragraph No. 2 of this order. Aggrieved by the said order, the appellant-allottee preferred the present appeal.

5. Counsel for the appellant has argued that due date of possession has wrongly been determined by the Authority. It ought to have taken as three years from the date of agreement executed between the parties for the purpose, instead of sanction of revised building plans. In that case, the due date of possession would be 14.03.2014. Besides, benefit of six months' grace period could not have been granted to the respondent-promoter.

6. There is no substance in the plea of the appellant. A perusal of the relevant clause of the agreement shows that the Authority has rightly determined the due date of possession. Said Clause is reproduced hereunder for ready reference:

"15. Possession

That the possession of the said premises is proposed to be delivered by the company to the unit allottee(s) within three years from the date of sanction of revised

² Delayed Possession Charges

building plan from the competent authorities or further extended period of six (6) months after the expiry of 36 months as agreed above except the force majeure circumstances. The company shall not incur any liability if it is unable to deliver possession of the said premises by the time aforementioned, if the completion of the said complex is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the company, or non-payment of timely instalments by unit allottee(s) civil commotion or by reason of war, or enemy action, or earthquake or any act of god, or if non-delivery of possession is as a result of any act, notice order, rule or notification of the government and for any other public or competent authority or for any delay made by government authorities in grants of necessary sanctions and approvals or for any other reason beyond the control of the company and in any of the aforesaid events, the company shall be entitled to a reasonable extension of time for delivery of possession of the said premises to the unit allottee(s). In the event of any such contingency arising/happening, the company shall have right to alter or vary the terms and conditions of allotment, or if the circumstances, beyond the control of the company, so warrant, the company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the unit allottee(s) for the period of suspension of the scheme. If for the aforesaid or any other reason, the company is forced to abandon the whole or part of the scheme, then and in such a case, the company's liability shall be limited to the refund of the amount paid by the unit allottee(s) without any interest or any compensation whatsoever."

7. A perusal of the aforesaid clause shows that period of 36 months has to be computed from 13.11.2013 when

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revised building plan was sanctioned. Calculated in this manner, due date of possession would come to 13.05.2017 (including grace period of six months). Thus, no fault can be found with the finding arrived by the Authority in this respect.

8. As regards challenge to grant of six months' grace period is concerned, no convincing argument has come forth. Same has to be granted in view of the clause reproduced in paragraph No. 6 above. The appellant-allottee consciously signed the agreement dated 14.03.2011, which contains a clause for grant of six months' grace period in certain circumstances.

9. In view of the above, there is no merit in the appeals. The same are hereby dismissed.

10. Copy of this order be sent to the parties/their counsel and the Authority.

11. Files be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

January 19, 2026
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