

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: March 12,2026

(1) Appeal No. 465 of 2023

M/s Experion Developers Private Limited, F-9, First Floor,
Manish Plaza-1, Plot No. 7, MLU, Sector10, Dwarka, New
Delhi-110075

Appellant

Versus

1. Prem Pradeep, R/o 691-692, Ranka Heights Apartment,
Domlur Layout, Bengaluru, Karnataka
2. Smt. Meena Pradeep, R/o 691-692, Ranka Heights
Apartment, Domlur Layout, Bengaluru, Karnataka

Respondents

(2) Appeal No. 456 of 2023

1. Prem Pradeep
2. Mrs. Meena Pradeep

Both residents of 691-692, Ranka Heights Apartment, Domlur
Layout, Bengaluru, Karnataka-560071

Appellants

Verus

M/s Experion Developers Private Limited, F-9, First Floor,
Manish Plaza-1, Plot No. 7, MLU, Sector1-10, Dwarka, New
Delhi-110075

Respondent

(3) Appeal No. 518 of 2023

Experion Developers Private Limited, F-9, First Floor, Manish
Plaza-1, Plot No. 7, MLU, Sector1-10, Dwarka, New Delhi-
110075

Appellant

Veruss

Sunil Kumar Nigam R/o Flat No. 502, Tower-24, Lotus
Boulevard, Sector -100, NOIDA, Uttar Pradesh-201304

Respondent

(4) Appeal No. 519 of 2023

Experion Developers Private Limited, F-9, First Floor, Manish Plaza-1, Plot NO. 7, MLU, Sector-10, Dwarka, New Delhi-110075

Appellant

Versus

Sunil Kumar Nigam R/o Flat No. 502, Tower-24, Lotus Boulevard, Sector-100, NOIDA, Uttar Pradesh-201304

Respondent

(5) Appeal No. 541 of 2023

Sunil Kumar Nigam through his SPA Shrey Nigam s/o Sh. Anil Kumar Nigam, Flat No. 502, Tower-24, Lotus Boulevard, Sector 100, NOIDA, Uttar Pradesh

Appellant

Versus

M/s Experion Developers Pvt. Ltd., 8th Floor, Wing B, Milestone Experion Centre, Sector 15, Part 2, Gurugram, Haryana-122001

Respondent

(6) Appeal No. 542 of 2023

Sunil Kumar Nigam through his SPA Shrey Nigam s/o Sh. Anil Kumar Nigam, Flat No. 502, Tower-24, Lotus Boulevard, Sector 100, NOIDA, Uttar Pradesh

Appellant.

Versus

M/s Experion Developers Pvt. Ltd., 8th Floor, Wing B, Milestone Experion Centre, Sector 15, Part 2, Gurugram, Haryana-122001

Respondent

CORAM:

Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan

Chairman
Member (Judicial)
Member (Technical)

Present: Ms. Tejasvi Sheoran, Advocate for
Mr. Arjun Sheoran, Advocate for the promoter-
Experion Developers Pvt. Ltd.

Mr. Sandeep Khunger and
Mr. Saksham Khunger Advocates for the
allottees.

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. 456 of 2023.

2. Present appeal is directed against order dated 18.05.2023, passed by the Authority¹. Operative part thereof reads as under:

“H. Directions of the Authority:

78. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of 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 shall pay 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., 14.06.2017 till the date of offer of possession (24.07.2018) plus two months i.e., 24.09.2018 as per proviso to Section 18(1) of the Act read with rule 15 of the rules.

ii. Out of amount so assessed, the respondent is entitled to deduct the amount already paid towards DPC i.e., Rs.5,32,651/-.

iii. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.

¹ Haryana Real Estate Regulatory Authority, Gurugram

iv. The respondent is directed to pay arrears of interest accrued, if any after adjustment in statement of account within 90 days from the date of this order as per rule 16(2) of the rules.

v. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The respondent is further directed to handover the possession within next two weeks and the complainant is also directed to take the possession of the subject unit.

vi. The rate of interest chargeable from the 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 delayed possession charges as per section 2(za) of the Act.

79. Complaint stands disposed of.

80. File be consigned to registry.”

3. In the appeal filed by the allottees, challenge has been posed that DPC², as granted by the Authority, should have been from the due date of possession till handing over of possession, whereas in the appeal filed by the promoter, the prayer is that DPC should be granted from due date of possession till offer of possession and not beyond that. Further, the promoter claimed that it be given at least six months grace period due to out-break of Covid-19 pandemic.

4. It appears that a project in the name and style of ‘Windchants’ was floated by the promoter in Sector 112, Chauma, Gurugram. Original allottees, namely, Mr. Puneet Sharma and Mrs. Anahat Sharma booked an apartment

² Delayed Possession Charges

therein. A provisional allotment letter dated 31.07.2012 was issued in their favour, vide which they were allotted unit No. WB-04/202, therein. Total sale consideration of the unit was Rs.4,23,00,737/-. Present complainants stepped into the shoes of original allottees on 01.02.2013. BBA³ was executed between the parties on 14.06.2013. Due date of possession was 14.06.2017. Occupation certificate was granted to the project on 23.07.2018. Immediately thereafter, the promoter offered possession on 24.07.2018 raising additional demand. As there was delay in handing over the possession, the allottees preferred the complaint seeking DPC from due date of possession till handing over of possession.

5. The promoter contested the complaint by asserting that occupation certificate had been received on 23.07.2018 and that unit was ready for occupation. It was contended that the allottees failed to take possession despite repeated offers and were liable to clear the outstanding dues.

6. After hearing rival contentions of the parties, the Authority awarded DPC from due date of possession i.e. 14.06.2017 till the date of offer off possession (24.07.2018) plus two months i.e. 24.09.2018.

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

8. It is pertinent to mention that with the intervention of the Bench, the possession of the unit was handed over to the allottees and conveyance deed has also been executed in their favour, as recorded in order dated 11.02.2025.

³ Builder Buyer's Agreement

9. From a perusal of the record, it is apparent that the promoter was granted Occupation Certificate on 23.07.2018 and it also offered the allottees to take possession of the unit on 24.07.2018. We find that offer of possession dated 24.07.2018 is a 'valid offer of possession'. Had the allottees acted promptly, they could have taken possession immediately and protracted litigation could have been avoided. During pendency of the proceedings, the promoter was asked to consider whether possession could be delivered to the allottees. The same was ultimately delivered due to indulgence of this Tribunal. It appears that the allottees were reluctant to take possession probably for the reason that further delay would entitle them to more compensation. As expected, they raised the plea that they should be granted DPC till the date of handing over of possession despite the fact that valid offer of possession was made to them on 24.07.2018.

10. Under these circumstances, this Bench feels that there would be no justification in granting DPC to the allottees beyond the period when possession was offered to the allottees. It is evident that the allottees never thought it fit to pose any challenge to the offer of possession dated 24.07.2018. Thus, the allottees would be entitled to DPC from due date of possession i.e. 14.06.2017 till valid offer of possession i.e. 24.07.2018 plus two months.

11. As per clause 10.1 of the agreement, the possession of the unit was to be handed over within 42 months from the date of approval of the building plans or the date of receipt of approval of environmental clearance or execution of the

agreement whichever is later and there is a provision of a grace period of six months. It is not in dispute that Occupation Certificate was granted to the promoter on 23.07.2018, offer of possession was made to the allottees on 24.07.2018 and conveyance deed has also been executed in their favour.

12. In view of the above, it is evident that plea of the promoter for grant of grace period on account of Covid-19 etc. is mis-conceived as “*force majeure*” conditions are clearly defined in Section 6 of the Act⁴. A perusal of the impugned order also shows that the Authority has granted benefit of six months’ grace period as per clause 10.1 of the agreement.

13. In ***M/s Pragatej Builders and Developers Pvt. Ltd. V. Mr. Abhishek Anuj Shukhadia and another***⁵, Bombay High Court has denied the benefit of grace period on account of Covid-19 pandemic holding that the original agreement needs to be adhered to and Covid-19 pandemic would not exempt the promoter from interest liability.

14. In view of above, we find no merit in these appeals. The same are hereby dismissed.

15. The amount of pre-deposit made by the promoter in each appeal in terms of proviso to Section 43(5) the Act along with interest accrued thereon, be remitted to the Authority for disbursement to the respondent-allottee(s) subject to tax liability, if any.

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

⁴ The Real Estate (Regulation and Development) Act, 2016

⁵ 2024 Supreme (Online) (Bom) 1822

17. Files be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

March 12, 2026
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