

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

Complaint no. : 5036 of 2025
Date of filing : 03.10.2025
Date of decision : 09.01.2026

1. Ram Kumar Singh
2. Neelam Singh
Both R/o: - C1/1, 2nd Floor, Platinum Floors, Ardee
City, Sector-52, Gurgaon

Complainants

Versus

1. **DLF Home Developers Limited**
Office at: DLF Center, Sansad Marg New Delhi-
110001
2. **DLF New Gurgaon Homes Developers Pvt. Ltd.**
Office at: 1E, Naaz Cinema Complex, Jhandewalan
Extension, New Delhi-110055
3. **M/s Haryana State Industrial & Infrastructure
Development Corporation Limited.**
Office at: C-13 & 14, Sector- 6, Panchkula, Haryana

Respondents

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Harsh Jain
Shri Ishaan Dang
Shri Pradeep Kumar

Advocate for the complainants
Advocate for the respondent no. 1
Advocate for the respondent no. 2

ORDER

1. The present complaint dated 03.10.2025 has been filed by the complainants/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:

S.N.	Particulars	Details
1.	Name of the project	Express Greens, Sector M1, Manesar Gurugram
2.	Nature of Project	Group Housing Colony
3.	DTCP license no.	283 of 2007 dated 27.12.2007
4.	RERA registered or not	Registered Vide no. 83 of 2022 dated 19.09.2022
5.	RERA Registered/ not registered	Not Registered
6.	Unit no.	M1 G11G, 11 th Floor, Tower G (page no. 49 of complaint)
7.	Area admeasuring	1760 sq. ft. (super area) (page no. 49 of complaint)
8.	Allotment letter	18.10.2008 (page no. 35 of complaint)
9.	Date of apartment buyer's agreement	28.05.2009 (page no. 43 of complaint)

10.	Possession clause	11 (a) Schedule for possession of the Dwelling Unit 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 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.
11.	Due date of possession	28.05.2012 (calculated as per possession clause)
12.	Total sale consideration	Rs. 46,87,999/- (as per payment plan at page 72 of complaint)
13.	Total amount paid by complainants	Rs. 49,49,780/- (as per conveyance deed at page no. 189 of complaint)
14.	Payment plan	Time linked payment plan (page no. 73 of complaint)
15.	Affidavit of complainants that	05.01.2019

	they have filed claim before HSIIDC	(page no. 168 of complaint)
16.	Occupation certificate	06.05.2022 (page no. 171 of complaint)
17.	Offer of possession	NA
18.	Possession certificate	21.06.2023 (Page no. 177 of complaint)
19.	Request by respondent no. 3 (HSIIDC) for execution of conveyance deed	18.06.2024 (page no. 139 of complaint)
20.	Conveyance deed	03.07.2024 (page no. 186 of complaint)

B. Facts of the complaint

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

- I. That the complainants paid an amount of Rs.52,44,005/-till now to the respondent against the residential apartment booked in respondent's project "EXPRESS GREENS" situated at Manaser, Gurgaon which is more than 100% of the total amount of the above said project.
- II. That respondent made false and fictitious commitments in respect of said unit/residential apartment and said project and the complainants have thereby lost their hard earned money facing humiliation and harassment, physical as well as mental in the hands of respondent(s) and therefore the respondents are liable to compensate the losses caused to the complainants due to the fraudulent and unfair trade

practice on the part of respondents as per Section 12 of the RERA, 2016 and rules there under.

- III. That the respondents acted in a very deficient, unfair, wrongful, fraudulent manner by not allotting the said unit/ residential apartment to the complainants. Respondents are therefore, liable to pay the damages and compensation for the monetary loss and harassment suffered by the complainants due to the aforesaid illegal and wrongful acts of respondents.
- IV. That according to Sections 18(1) and 19(7) of RERA 2016 read with Rule 15, the respondents are liable to pay the allottee interest for delaying the possession in violation of the terms of the residential apartment buyer's agreement.
- V. That the respondents did not care to keep the complainants informed about the delay in possession despite multiple attempts made by the complainants to obtain such information and hence, the principle of equity does not favour the respondents. The respondents are required to offer the possession as required under law as the complainants have waited for a long time period of 10 years since the booking of the said apartment.
- VI. That the complainants had no option but to accept the terms of the residential apartment buyer's agreement without any negotiation because of the assurance given by the respondents that they will stick to their assurances and promises. However, evidently, the respondents have miserably failed in keeping their promises and assurances causing irreparable losses and injury to the complainants.

VII. In the case of Wg. Cdr. Rahman Khan and Aleya Sultana and Ors. Versus DLF Southern Homes Pvt Ltd and Ors. (2020) 16 SCC 512, the Hon'ble Supreme Court has held that the buyers are entitled to compensation for delayed handing over of possession and for the failure of the developer to fulfil the representations made to buyers in regard to the provision of amenities and the failure of the developer to hand over possession within the contractually stipulated period amounts to a deficiency of service.

VIII. The inordinate delay on part of the respondents in delivering the possession in violation of the terms of the residential apartment buyer's agreement amounts to deficiency in the services offered by the respondents. That as per Section 18 and 19 of the Act, the respondents is liable to pay interest to the allottees of an apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale. The complainants are therefore entitled for interest for the delayed period till the actual proper handover of the unit.

C. Relief sought by the complainants: -

4. The complainants have sought following relief(s)

- I. Direct the respondents to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession /conveyance deed.
- II. That the respondents to pay the balance amount due to the complainants from the respondents on account of the interest and additional amount taken by the respondents, as per the guidelines laid in the RERA, 2016, after signing the conveyance deed/ sale deed.

- III. Direct the respondents not to force the complainants to sign any Indemnity cum undertaking indemnifying the builder from anything legal.
 - IV. Direct the respondents not to charge anything which not the part of the payment plan as agreed upon.
 - V. Direct the respondents to complete all the amenities pending of the said unit.
5. On the date of hearing, the authority explained to the respondents/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. Application for dismissal of the complaint on behalf of respondent no.1

6. The respondent no. 1 has submitted that: -

- I. That the respondent no.2 stands merged in respondent no.1 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.1. It would not be out of place to mention that the name of respondent no.2 is liable to be deleted from the array of parties on account of the aforesaid merger.
- II. 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.
- III. 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.
- IV. 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 been 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.
- V. 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 licenses granted in respect of lands covered by the deemed Award dated 26.08.2007 will stand transferred to HUDA/HSIIDC.
- VI. 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.

VII. That the land over which the project has been developed falls entirely in the scope and purview of aforesaid judgment. In compliance with judgement 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.

VIII. That in the present case, the complainants have admitted in paragraphs no.7 and 8 (list of dates) on pages 15 and 16 of the complaint as under: -

- i. That in 2018-2019 the complainants was shocked to see that a court case was filed way back in 2007 on the land of the respondent where the complainants booked their residential flat after spending all his hard earned money and the respondent in last so many years not apprised the complainants regarding the same and thereafter the complainant came to know that the Hon'ble Supreme Court has

transferred the land rights to the HSIIDC and now the HSIIDC will give the possession to the complainants and will execute the conveyance deed.

- ii. That thereafter on 27.10.2018 complainants came to know that the above project is now transferred to the HSIIDC the complainants filed a claimed affidavit before the HSIIDC stating about the details of the unit of the complainants so that respondent no.3 can acknowledge the same and can provide immediate possession to the complainants and execution of the conveyance deed can take place without any further delay, but the respondent no.3 also failed to provide the timely possession to the complainants and further made the possession delayed for many years.
- iii. That after filing the claim form and affidavit in 2018 the respondent no.3 send a letter dated 05.04.2023 stating about the physical possession of the said unit of the complainants but in the said unit respondent failed to appreciate about the refund of the amount of Rupees 5,14,401/- which the respondent no.1 and 2 promised the complainants as a rebate of 12.5% on the total amount for the timely payment made by the complainants, thereafter the complainants again contacted the respondent no.1 and 2 regarding the above said rebate and thereafter the respondent no.1 and 2 assured the complainants to update the same to the respondent no.3 and also promised the complainants that the respondent no.3 will definitely acknowledge the same then the complainants update regarding above said rebate to the respondent no.3 and also update the same to

the respondent no.1 and 2 through the mail but no action was taken by the respondents in the above said rebate.

- IX. That under the circumstances, it is respectfully submitted that after passing of judgement dated 12.03.2018 by Hon'ble Supreme Court of India, the property in dispute vests in the HSIIDC Ltd. (respondent no.3) and respondent no.1 is not left with any right, title and interest except the relief given in said judgement. In fact, the complainants had already filed this claim before respondent no.3 (HSIIDC). The same is evident from letter dated 05.04.2023 issued by respondent no.3 (HSIIDC) to the complainants wherein it has been duly mentioned that the complainants have filed his claim before respondent no.3 (HSIIDC) with respect to the apartment in question on 10.04.2018.
- X. That moreover, even the physical possession of the apartment in question had been handed over to the complainants by respondent no.3 (HSIIDC) and the same is evident from possession certificate dated 21.06.2023. Furthermore, conveyance deed bearing vasika no.4577 dated 03.07.2024 had also been executed and got registered by respondent no.3 (HSIIDC) in favour of the complainants. Thus, it is evident that respondent no.1 has absolutely no role to play in the present inter se dispute between the complainants and respondent no.3.
- XI. That it would not be out of place to mention that the complainants have always dealt with and communicated with the officials of respondent no.3 after passing of judgment dated 12.03.2018.

E. Reply by Respondent no. 3

- I. That in the present matter, claim is submitted by Ram Kumar Singh and Neelam Singh vide dairy no. 1707 dated 25.04.2018 for possession of

property Nn. M1G114 having an approximate super area of 163.51 sq. mts. (1760 Sq. ft.) and one Parking Space No. POG010, DLF Express Greens, Sector-M1A, Manesar.

- II. That the apartment buyer's agreement was executed on 28/05/2009 and as per statement of account submitted by ex-developer in 2018 along with the claim of applicant dated 25.04.2018, there was an outstanding due of Rs. 2,56,109.31/- excluding cost of increase area, Gas pipelines charges etc. Vide letter dated 05.04.2023 and 15.06.2023, claimant was asked to clear the dues against principal amount only and take the physical possession of the apartment subject to submission of undertaking that they will remit the payment against interest/penal interest /applicable GST as and when demanded by the HSIIDC. The claimants submitted the aforesaid undertaking and remit the balance principal payment of Rs. 4,92,895/- including cost of increase area, gas pipeline charges etc. and physical possession was handed over the claimants on 21.06.2023. Then, as per decision taken by BoD/HSIIDC in its meeting held on 06.03.2024, vide letter dated 29.03.2024, claimants were asked to clear the dues of Rs. 66,463/- on account of balance principal amount/interest/payment of penalty. The claimants cleared the dues and conveyance deed was executed in their favor on 03.07.2024. Hence, claimants paid an amount of Rs. 49.11 (approx..) against the aforesaid unit including of basic sale price, excess area cost, pipe line charges, EDC/IDC etc.
- III. That in the present complaint, the complainants have sought a relief for compensation of delay in possession from due date of possession till date of actual physical possession / conveyance deed @ prescribed rate of interest as per RERA of the total amount paid to the respondents from the date of

payment till the date of physical possession of the apartment to the complainants.

- IV. That in compliance of direction of Hon'ble Supreme Court dated 21.07.2022, letter dated 05.04.2023/15.06.2023/27.03.2024 was issued to the claimant for taking over physical possession along with the requisite documents and clear the outstanding dues and accordingly the complainants/allottees paid the outstanding dues including penalty for delay of possession and took the physical possession on 21/06/2023 and conveyance deed was also executed on 03/07/2024 in favour of Ram Kumar Singh & Neelam Singh.
- V. That the project in question was being developed by respondents no. 1 & 2 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:
- i. 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 complete 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.

- ii. 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:
- iii. 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.
- iv. District Revenue Officer, Gurugram vide order dated 26.11.2018, announced the award for 420 acres 16.5 marla land in favor of HSIIDC.
- v. 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 judgement 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.

VII. 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.

VIII. 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 to 29.01.2010 thereby jeopardizing the acquisition proceedings. Be it as it may since confusion was prevailing right after the passing of the Judgment 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 1.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.

- IX. 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,

- X. 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 payments 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 uptill the date when the decision in this reward, if approved would be conveyed to the respective allottees.
- XI. 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 categoric and clear term so as to avoid any future litigation and repercussions.
- XII. Relevant dates in the matter are as under:
- i. 02/05/2014 i.e., date of issue of occupation certificate for M1 w.r.t. apartments.
 - ii. 28/05/2014 i.e., date of issue of occupation certificate for M1A w.r.t. apartments (Except For Tower-G)
 - iii. 24/04/2015 i.e., Hon'ble Supreme Court Order wherein construction activities were stayed.
 - iv. 21/03/2017 i.e., Hon'ble Supreme Court order wherein stay was ordered on recovery, possession, construction activities etc.

- v. 12/03/2018 i.e., Hon'ble Supreme Court final order in the matter Rameshwar & Ors. Vs. State Of Haryana & Ors.
- vi. 06/02/2022 i.e., date of issue of occupation certificate of tower-G (M1A)
- vii. 21/07/2022 i.e., Hon'ble Supreme Court final order on Petitions / Counter Petitions in various matters out of judgment dated 12/03/2018
- viii. 21/12/2022 i.e., data /files has been handed over by Ex-Developer i.e respondent no.1 (M/s. DLF Home Developer) to HSIIDC in compliance of Hon'ble Supreme Court order dated 21.07.2022
- ix. April 2023 i.e., communication from HSIIDC to the claimants for possession/conveyance deed after receipt of legal advice and approval of court.
- x. HSIIDC stepped into the shoes of the developer as a result of judgement dated 12.03.2018
- xi. 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.
- xii. Thereafter, 1st communication was sent by HSIIDC in April 2023 (after receipt of approval from Govt, on 21.03.2023) by HSIIDC
- xiii. 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:
- xiv. 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.

- xv. Period from 12.03.2018 till 30.04.2023 may be taken as zero period as per opinion received from the Ld. AG/Haryana
 - xvi. Period from 01.05.2023 onwards may be considered for recovery of applicable Interest/penalty and payment of penalty etc. from possession claimants.
 - xvii. 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 after finalization.
 - xviii. That the matter was placed before the Board of Directors for ex-post facto approval as above.
 - xix. That the complainants' present claim is to be addressed strictly in accordance with the directions of Hon'ble Apex Court. The complainants ought to have availed the remedy within the framework and time line provided therein.
7. All other averments made in the complaint were denied in toto.
 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. Findings on the relief sought by the complainants.

- I. Direct the respondents to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession /conveyance deed.**
 - II. That the respondent to pay the balance amount due to the complainants from the respondents on account of the interest and additional amount taken by the respondent, as per the guidelines laid in the RERA, 2016, after signing the conveyance deed/ sale deed.**
 - III. Direct the respondent not to force the complainants to sign any Indemnity cum undertaking indemnifying the builder from anything legal.**
 - IV. Direct the respondent not to charge anything which not the part of the payment plan as agreed upon.**
 - V. Direct the respondent to complete all the amenities pending of the said unit.**
9. The above mentioned reliefs no. F.I , F.II , F.III and F.IV as sought by the complainants is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected.
10. The respondent no. 1 and 2 has filed an application dated 28.11.2025 for dismissal of complaint on grounds that the entire project stands transferred to Respondent no.3 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.”

11. Therefore, counsel for the respondent no. 1 and 2 states that no relief lies with respect to them in the matter and they should be deleted from the array of the parties. In view of the above discussion, the Authority is of the considered opinion that the present complaint is not maintainable against respondent no. 1 and respondent no. 2 (DLF), who no longer have any role or liability in respect of the project after the judgment dated 12.03.2018.
12. In the present complaint, the complainants intend to continue with the project and is 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."

13. Clause 11(a) of the apartment buyer's agreement provides the time period of handing over possession and the same is reproduced below:

11 (a) Schedule for possession of the Dwelling Unit

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 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)

14. 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.

15. After considering all the facts and circumstances of the case, authority is of the considered view that the relief sought by the complainants 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.
16. 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 Authority further observes that the complainants have already approached HSIIDC by way of filing claim in

pursuance of the directions issued by the Hon'ble Supreme Court of India in Civil Appeal No. 8788 of 2015 titled as Rameshwar & Others vs. State of Haryana & Others, decided on 12.03.2018. In view of the same, and considering that the subject matter stands governed by the said judgment and the mechanism provided therein, the present complaint is not maintainable before this Authority and accordingly does not lie.

17. Complaint stands disposed of.
18. File be consigned to registry.



Arun Kumar
Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram

Dated: 09.01.2026

HARERA
GURUGRAM