

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Date of decision: April 06, 2026**

**1. Appeal No.775 of 2024**

Express Projects Pvt. Ltd. having registered office at Surya Kiran Building 19, Kasturba Gandhi Marg, Connaught Place, New Delhi

Appellant

Versus

1. Mrs. Bimla;
2. Mr. Ragubir Chand both residents of 33, Sarai Pipli Thala, Village Near Fruit Mandi, Azadpur Delhi

Respondents

**2. Appeal No.776 of 2024**

Express Projects Pvt. Ltd. having registered office at Surya Kiran Building 19, Kasturba Gandhi Marg, Connaught Place, New Delhi

Appellant

Versus

1. Mrs. Suman Sharma;
2. Mrs. Sipra Sharma both residents of 341, Nav Sansad Vihar, Sector 22, Dwarka Delhi

Respondents

**3. Appeal No.778 of 2024**

Express Projects Pvt. Ltd. having registered office at Surya Kiran Building 19, Kasturba Gandhi Marg, Connaught Place, New Delhi

Appellant

Versus

Priyanka Arora resident of D-44, GK Enclave-II, New Delhi 110048

Respondent

**4. Appeal No.781 of 2024**

Express Projects Pvt. Ltd. having registered office at Surya Kiran

Building 19, Kasturba Gandhi Marg, Connaught Place, New Delhi

Appellant

Versus

1. Mr. Shashank Jain;
2. Mrs. Kahani Jain both residents of Mahagun Maestro, Flat No.201, Sector 50, Noida 201301

Respondents

**5. Appeal No.782 of 2024**

Express Projects Pvt. Ltd. having registered office at Surya Kiran Building 19, Kasturba Gandhi Marg, Connaught Place, New Delhi

Appellant

Versus

1. Sachin Sharma;
2. Nitin Sharma both residents of RD 135, Ravidass, Nagar, Near Talab, Narela Delhi 110040

Respondents

**6. Appeal No.783 of 2024**

Express Projects Pvt. Ltd. having registered office at Surya Kiran Building 19, Kasturba Gandhi Marg, Connaught Place, New Delhi

Appellant

Versus

1. Mrs. Neeraj Gautam;
2. Mr. Lekha Gautam both residents of A-2/23, Janakpuri, New Delhi

Respondents

**7. Appeal No.784 of 2024**

Express Projects Pvt. Ltd. having registered office at Surya Kiran Building 19, Kasturba Gandhi Marg, Connaught Place, New Delhi

Appellant

Versus

1. Mrs. Sujata Kumari;
2. Mr. Sanjay Kumar both residents of C-403, Nagarjun Apartments, Plot No.A-1, Mayur Kunj, Noida Road, Delhi

Respondents

**8. Appeal No.785 of 2024**

Express Projects Pvt. Ltd. having registered office at Surya Kiran Building 19, Kasturba Gandhi Marg, Connaught Place, New Delhi

Appellant

Versus

1. Suvercha Bhardwaj;
2. Mrs. Sangita Sharma both residents of 7B, Pocket D, SFS Flats Mayur Vihar, Phase 3, Delhi 110096

Respondents

**CORAM:**     **Justice Rajan Gupta**             **Chairman**  
                  **Dinesh Singh Chauhan**           **Member (Technical)**

**Present:**             Mr. Kamaljeet Dahiya, Advocate,  
                              for the appellant-promoter.  
  
                              Mr. Roopak Bansal, Advocate,  
                              for the respondent-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. 781 of 2024.

2. Present appeal is directed against the interim order dated 30.05.2024, passed by the Authority<sup>1</sup> in Complaint No.2290 of 2022 filed by the allottees. Operative part reproduced hereunder: -

*“38. The Real Estate (Regulation and Development) Act, 2016 basically regulates relationship between buyer (i.e. allottee) and seller (i.e. promoter) of real estate, i.e., plot, apartment or building, as the case may be and matters incidental thereto. So, the issues involved in the present complaint and reliefs sought are well within the ambit of the Authority. Section 79 of RERA Act exclusively bars the jurisdiction of Civil Courts with respect to any matter which is the subject matter (real estate transaction) under the Act and falls within the purview of the Authority, or the Real Estate Appellate Tribunal.*

*39. Accordingly, the Authority holds that objections raised by the respondent on the ground of maintainability are declared devoid of any merit. Therefore, captioned complaints are maintainable in the Authority and can be adjudicated under the provisions of the RERA Act, 2016.*

*40. All the above cases are adjourned to **24.10.2024** for further arguments on merits.”*

3. Factual matrix of the case is that the respondent–allottees booked a plot measuring 300 sq. yds. in the project developed by the appellant–promoter in District Sonapat in the year 2006. The allottees were originally allotted Plot No. 30, Block E and a Plot Buyer Agreement (PBA) was executed on 27.09.2008. Under Clause 34 of the said agreement, the appellant–promoter was obliged to complete development works and hand over possession within 36 months, i.e., by 26.09.2011. The allottees allege that they paid a total sum of Rs. 21,01,010/- against the basic sale price of Rs.11,88,000/-. However, the promoter unilaterally altered the allotment, changing the plot from No. 30 (300 sq. yds.) to Plot No. E-110 (275 sq. yds.), and offered possession on 30.12.2014, after a delay of nearly three years. Subsequently, Conveyance Deed was executed on 08.04.2015.

4. The allottees filed a complaint on 02.09.2022, after a lapse of more than seven years from the date of execution of conveyance deed,

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Panchkula

seeking reliefs including: delay possession interest; withdrawal or rectification of demands pertaining to maintenance charges and interest on club charges; refund of amount collected towards Preferential Location Charges (PLC); setting aside demands related to EDC and non-construction penalties.

5. The promoter resisted the complaint contending that part-completion certificates to the project had been granted on 05.08.2013 and 19.11.2013, much before the enactment of the RERA Act. Possession was offered on 30.12.2014 and the conveyance deed was executed on 08.04.2015. Therefore, the project cannot be categorized as an “*ongoing project*” under Rule 2(1)(o) of the Haryana Real Estate (Regulation and Development) Rules, 2017, and the Authority lacks jurisdiction.

6. After hearing both parties and perusing the record, the Authority passed an interim order as reproduced in paragraph 2 above, holding the complaint maintainable.

7. Aggrieved by the said order, the appellant–promoter has filed the present appeal stating that the Authority erred in holding the complaint maintainable, exceeding its jurisdictional mandate. He stated that since part-completion certificates were granted in 2013, prior to RERA’s commencement, the project cannot be treated as *ongoing* under Rule 2(1)(o) of the 2017 Rules. He also contended that the complaint was filed after a delay of 8 years and 11 months from the date of handing over of actual physical possession of the plot without sufficient cause or any application for condonation of delay and is thus barred by the principles of delay and laches. He contended that the impugned order is non-speaking, lacking any substantive reasoning to justify its conclusion.

8. Per contra, learned counsel for the allottees contended that mere execution of conveyance deed does not extinguish the allottee’s right to

claim delay possession charges when valid possession was never delivered. He further submitted that the project has still not been granted final completion certificate and only two part-completion certificates were granted to promoter in 2013.

9. Admittedly, the allottees are in possession of the plot and conveyance deed in their favour was executed way back on 08.04.2015. They invoked jurisdiction of the Authority on 02.09.2022, i.e. after delay of more than 7 years.

10. The first and foremost question to be considered is, whether dispute falls within the purview of the Act<sup>2</sup>. For this purpose, it is necessary to see whether Part-Completion Certificates were granted to the promoter prior to the enactment of the Act or thereafter. In the instant case, there is no dispute about the fact that Part-Completion Certificates were granted to the promoter on 05.08.2013 and 19.11.2013 i.e. prior to the enactment of the Act and the Rules framed thereunder.

11. It appears that after Part-Completion Certificates were granted to the promoter, offer of possession was made to the allottees on 30.12.2014. Pursuant to same, Conveyance Deed was also executed between the parties on 08.04.2015. Almost seven years thereafter, the allottees instituted the instant complaint.

12. Apart from huge delay in invoking jurisdiction of the Authority, it is highly doubtful whether the dispute would be within the purview of the Act, Part-Completion Certificates having been granted to the project prior to the enactment of the Act and the Rules framed thereunder (*see judgment in Neelkamal Realtors Suburban Pvt. Ltd. V. Union of India and others, AIR 2018 (NOC) 398 (Bom.) para 84*).

13. The respondent-complainants have not controverted the fact that Part-Completion Certificates were granted to the promoter prior to the special enactment. Thereafter, they readily agreed to take possession and execute conveyance deed. In the peculiar facts and circumstances of the case, the

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<sup>2</sup> The Real Estate (Regulation and Development) Act, 2016

Appeal No. 775 of 2024 & connected appeals

Authority has erred in holding that the complaint filed by the allottees is maintainable. Thus, appeal deserves to be allowed. Ordered accordingly. Impugned order is set aside.

14. Copy of this order be sent to the parties/their counsel and the Authority.
15. Files be consigned to records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan  
Member (Technical)

April 06, 2026