



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint No.:</b>	<b>3406 of 2022</b>
<b>Date of Filing:</b>	<b>02.02.2023</b>
<b>First Date of Hearing:</b>	<b>26.04.2023</b>
<b>Date of Decision:</b>	<b>17.04.2026</b>

1. Mr. Jitender Kamboj S/o Sh. Vijay Kamboj  
2. Mrs. Anju Kamboj W/o Jitender Kamboj  
R/o Village Mainmati (70) Karnal,  
Haryana-132023.

.....COMPLAINANT(S)

VERSUS

M/s Maa Vaishno Net-Tech Pvt. Ltd., through its  
Managing Director, 1304, 13th Floor,  
Dr. Gopal Das Bhawan, 28, Barakhamba Road,  
New Delhi-110001.

.....RESPONDENT

**Coram:** Sh. Chander Shekhar Member

**Hearing:** 13<sup>th</sup>

**Present:** Mr. Mitul Singh Rana, Advocate, for the Complainants through VC.  
Mr. Suvir Kumar, Advocate, for the Respondent through VC.

**ORDER:**

Present complaint was filed on 02.02.2023 by the complainants under Section 31 of The Real Estate (Regulation and Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

**A. UNIT AND PROJECT RELATED DETAILS:**

2. The particulars of the project, details of sale consideration, amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

Sr. No.	Particulars	Details
1.	Name of the project	Signature Global City I, Karnal
2.	Nature of the project	Residential
3.	RERA Registered/not Registered	Registered vide Registration No. HRERA-PKL-KNL-27-2018, dated 20.07.2018
4.	Details of Unit/Apartment	Apartment No. MA103-Ground Floor, Block A, having Super built up area 1121.48 sq. ft. containing carpet area of 645.264 sq. ft. upon plot measuring 113.76 sq. mtr.

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5.	Date of Apartment Buyer Agreement	20.02.2019
6.	Possession Clause in BBA (Clause 9)	<i>6.1 Subject to the Force Majeure conditions, the Developer shall be considered under a condition of default, in the following events: (i) Developer fails to provide ready to move in possession of the Said to the Allotee(s) on or before 24 months from the date of launch. For the purpose of this Clause, 'ready to move in possession' shall mean that the Said Apartment/ Floor shall be in a habitable condition which is complete in all respects and for which Occupancy Certificate has been Issued by the concerned Governmental Authority.</i>
7.	Due Date of Possession	20.02.2021, as mentioned in pleadings
8.	Total Sale Consideration	₹28,89,000/- as mentioned in pleadings
9.	Amount Paid by the Complainants	₹27,30,554/- as mentioned in pleadings
10.	Whether Occupation Certificate received or not	Occupation Certificate dated 10.10.2022
11.	Handing over possession/Possession certificate	Possession offered on 14.10.2022

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**B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANTS IN THE COMPLAINT:**

3. Facts of the complaint are that vide Application No. 20078 dated 09.12.2018, the complainants applied to the respondent company namely M/s

Maa Vaishno Net-Tech Private Limited for allotment in project namely Signature Global City-I. Pursuant to the application, an apartment bearing No. MA103-GF, in Block A, having a Super Built-up area 1121.48 Sq. Ft., containing a Carpet Area of 645.264 Sq. Ft., on Ground Floor was allotted to the complainants.

4. The complainants stated that on 20.02.2019, they signed the Apartment Buyer Agreement with the respondent for purchase of the said apartment in Total Sale Consideration of ₹28,89,000/- with Basic Sale Consideration of ₹26,75,000/- and EDC Charge of ₹19,026/ with 8% of GST charges. The copy of the agreement dated 20.02.2019 is annexed as Annexure C-1.

5. The complainants stated that on 21.05.2022, they approached the customer care of the respondent company by sending an intimation letter through mail, however, the company executive did not give a satisfactory reply. Copy of the intimation letter dated 21.05.2022 sent through mail is annexed as Annexure C-2.

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6. The complainants stated that on 14.10.2022, the respondent sent an Offer of Possession for the apartment bearing No. MA103-GF, however, when the complainants visited the site, the construction of the apartment was not complete. Copy of the Offer of Possession dated 14.10.2022 and photographs of unfinished work of the apartment are annexed as Annexure C-3 and Annexure

C-4 respectively. The complainants further stated that on 05.11.2022, they sent a notice to the managing director of 'Signature Global' through mail and registered post but no satisfactory reply was given. Copy of the Notice dated 05.11.2022 alongwith mail receipt and postal receipt are annexed as Annexure C-5.

7. The complainants stated that total cost of the apartment was ₹28,89,000/- including all the taxes and they never delayed the payment and only the last instalment of ₹2,20,332/- was remaining. A copy of the proof of payment is annexed as Annexure C-6. The complainants stated that on 22.12.2022, the respondent sent a reminder letter for the remaining payment of ₹1,58,446/- + ₹61,886/- (interest amount) but when the complainants visited the site, no progress to its completion was seen and the respondent failed to explain the delay in possession. A copy of the reminder letter for payment dated 22.12.2022 and a copy of the photographs of unfinished work of the apartment are annexed as Annexure C-7 and Annexure C-8.

8. The complainants stated that the respondent failed to comply with Clause 6.1 of the agreement which is reproduced below for ready reference:

*6. EVENTS OF DEFAULTS AND CONSEQUENCES:*

*6.1 Subject to the Force Majeure conditions, the Developer shall be considered under a condition of default, in the following events:  
(i) Developer fails to provide ready to move in possession of the Said to the Allotee(s) on or before 24 months from the date of launch. For the purpose of this Clause, 'ready to move in*

*possession' shall mean that the Said Apartment/ Floor shall be in a habitable condition which is complete in all respects and for which Occupancy Certificate has been Issued by the concerned Governmental Authority.*

9. The complainants stated that in case of default by the developer, the allottee shall have remedies according to Clause 6.2 of the agreement and the same is reproduced below for ready reference:

*6.2 In case of default by the Developer under the conditions listed above in Clause 6.1, the Allottee(s) shall be entitled to the following:*

*(i) Stop making further payments to Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or*

*(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) along with interest at the rate of SBI MCLR+2% per annum within 45 (Forty-Five) days of receiving the termination notice from the Allottee(s).*

*Provided that in the case the allottee(s) does not intend to withdraw from the project or terminate the agreement the developer shall pay to the Allottee(s) interest at the rate of SBI MCLR +2% per annum for every month of delay till the handing over the possession of the sold Apartment/Floor within 45 days of it becoming due.*

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10. The complainants stated that according to Clause 6.2 of the Agreement, the respondent is liable to pay interest at the rate of SBI MCLR+2% per annum on the total amount from 20.02.2021 and the table of contents for the bare perusal is given below:

Date of Signing the agreement	20.02.2019
Date of giving possession as per the agreement (after completion of 24 months)	20.02.2021
Total Payment paid by the complainants	₹27,30,554/-

11. The complainants stated that the respondent is only harassing the complainants by sending possession letters and reminder letters constantly without finishing the work of the apartment. The complainants have invested their hard earned life savings to earn peace of mind and to spend the later part of their life in harmony with nature. Despite spending all their life savings, the complainants are being mentally harassed by the respondent.

**C. RELIEF SOUGHT:**

12. The complainants in their complaint has sought the following reliefs:-

- i) To direct the respondent to pay the compensation as mentioned in Regulation (DDD), i.e., ₹3,69,306/-,  $7.70\%+2\%=9.70\%$  per annum of the ₹27,30,554/- (20.02.2021 to 20.02.2022)+7.65% (MCLR rate of SBI for six months after 20.02.2022) of ₹27,30,554/-.

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ii) To direct the respondent to complete the work of the apartment/ floor bearing No. MA103-GF, which is situated at Tower A in a time bound manner.

iii) The Hon'ble Forum may pass any other order or direction which it may deem fit and appropriate in the facts and circumstances of the present case.

**D. AMENDED RELIEF SOUGHT BY THE COMPLAINANTS:**

13. The complainants' have amended their relief sought vide application dated 05.05.2025. The amended reliefs sought are as follows:-

i) To direct the respondent to pay interest for the delayed delivery of the possession, or penalty and interest thereon as per the Annexure C-1.

ii) To direct the respondent to pay the compensation as mentioned in Regulation (DDD), i.e., ₹3,69,306/-,  $7.70\%+2\%=9.70\%$  per annum of the ₹27,30,554/- (20.02.2021 to 20.02.2022)+7.65% (MCLR rate of SBI for six months after 20.02.2022) of ₹27,30,554/-.

iii) To direct the respondent to complete the work of the apartment/ floor bearing No. MA103-GF, which is situated at Tower A in a time bound manner.

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iv) The Hon'ble Forum may pass any other order or direction which it may deem fit and appropriate in the facts and circumstances of the present case.

**E. REPLY FILED BY THE RESPONDENT:**

14. Upon receipt of notice, the respondent filed a reply on 06.11.2023, wherein the respondent submitted that the complaint filed by the complainants is absolutely false and frivolous. The respondent denied that there is violation of obligation/responsibilities as per the agreement for sale. The respondent has already issued a letter of offer of possession dated 14.10.2022 to the complainants but they have intentionally not come forward to take possession of the apartment. A copy of the letter dated 14.10.2022 is annexed as Annexure R-2. The respondent further stated that the complainants have defaulted in making timely payment as per the Schedule of Payment and instead of clearing the outstanding dues, the complainants filed the present complaint. Hence, the complainants are liable to pay the interest on delayed payment.

15. The respondent stated that as per Clause 5.1 of the agreement, possession of the apartment was to be handed over by the developer within 60 days from the date of issuance of occupancy certificate subject to Force Majeure circumstances and further subject to the fact that allottee having timely complied with all its obligations, formalities or documentation, as prescribed by the developer in terms of the agreement and not being in default under any part

of the agreement including but not limited to the timely payment of installments as per the payment plan.

16. The respondent stated that prior to expiry of the period for delivery of possession of the apartment, Covid 19 pandemic had struck which resulted in unavoidable delay in delivery of physical possession of the apartment. The Haryana Real Estate Regulatory Authority, Panchkula had issued order/direction dated 26.05.2020 and 02.08.2021. Copy of the office order dated 26.05.2020 and 02.08.2021 is annexed as Annexure R-3 and R-4, whereby the Hon'ble Authority had extended the completion date of Real Estate Projects by 9 months. Despite diligent efforts, the respondent was unable to carry on construction of the project during the aforesaid period which in any case should not be considered determining the period for delivery of physical possession of the apartment of the complainants. The Agreement of sale notified under the Haryana Real Estate (Regulation and Development) Rules, 2017 categorically excludes any delay due to "force majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the Real Estate Project. The Real Estate Regulation and Development Act 2016 operates in conjunction with other enactments and Statutes and all applicable laws have to be interpreted harmoniously as is evident from the following provisions:

*Section 88. The provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force.*

17. The respondent submitted that the application form contemplated a disputes resolution mechanism, as per which all or any dispute arising out or in connection with this agreement including its existence, interpretation and validity of the terms thereof and the respective rights and obligation of the parties has to be settled amicably by mutual discussion, failing which the same shall be referred for arbitration in pursuance to the provisions of Arbitration and Conciliation Act, 1996.

18. The respondent submitted that the complainants themselves defaulted in making the remaining payment of the apartment, therefore, reminder notice was also issued to the complainants to make the payment along with interest. Therefore, the complainants are liable to pay the interest on the delayed payment, not the respondent. It is the complainants who are harassing the respondent by filing the present false complaint. The respondent is not liable to pay any compensation to the complainants and the complainants have burdened the respondent with litigation expenses, hence, the complainants are liable to pay the litigation expenses of the respondent.

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19. The complainants stated in the rejoinder that the respondent company made the offer of possession on 14.10.2022 however, photographs show that the apartment is under construction, so how can complainants take possession of the same. The complainants also stated that the force majeure

circumstances were held from 2020 to June 2021 but even after that construction was pending and the apartment was not ready. Latest photographs dated 10.02.2024 of the apartment are attached with the rejoinder.

**G. REPLY ON BEHALF OF THE RESPONDENT TO THE APPLICATION FOR AMENDEDMENT IN RELIEF:**

20. The respondent stated that a comparative analysis of the prayers made by the complainants in the complaint dated 28.12.2022 and the amended complaint dated 17.04.2025 reveals that the only amendment made by the complainants is with respect to interest for the delayed delivery of possession or penalty and interest thereon. It is submitted that the complainants from day one are seeking relief for compensation before the Authority. It is pertinent to submit herein that the relief sought in the original complaint was bad in the eyes of law and the same is liable to be dismissed on the sole ground as the relief sought did not lie before Hon'ble Authority and now at such a later stage, the complainants have decided to amend the complaint and has now added another relief of interest regarding delayed hand over of the possession along with the compensation. It is also submitted that the proposed amendment is not permissible and also barred by limitation. The proposed amendment regarding addition of new relief is not maintainable since the cause of action for filing the present application does not exist. The same is only an afterthought. The complainants have already been offered the possession of the unit on

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14.10.2022. Therefore, the question regarding the interest of delayed delivery of possession does not arise at all.

21. The respondent stated that The Hon'ble Supreme Court in case of *Chandra Kanta Bansal vs Rajinder Singh (2008) 5 SCC 117*, strongly cautioned courts against allowing belated, malafide, or after-thought amendments. The Hon'ble Supreme Court held that while courts are generally liberal in allowing amendments to avoid multiplicity of litigation, this liberality cannot extend to permitting dishonest, careless, or strategic amendments. The Supreme Court categorically held that "a party cannot be permitted to file an amendment application to fill up the lacuna, or to patch up the weak points in the case."

22. The respondent stated that the present application for amendment has been filed by the complainants at belated stage, therefore liable to be dismissed, in view of the law laid down by the Hon'ble Supreme Court in *Vijay Hathising Shah vs Gitaben Parshottamdas Mukhi, AIR 2019 SC 119* and *Mehboob-Ur-Rehman vs Ahsanul Ghani Air 2019 SC 1178*. In the above said matters Hon'ble Supreme Court held that belated and afterthought amendment cannot be allowed under Order 6, Rule 17 CPC, moreso, when such amendment was not required for determination issue in the matter.

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23. The respondent stated that as per the recent judgment passed by the Hon'ble Haryana Real Estate Regulatory Authority, Gurugram in the case *Navneet Kumar & Suman Chaoudhary vs BPTP Limited & Countrywide*

*Promoters Pvt. Ltd.*, passed on 29.07.2025, in Complaint no.2400 of 2023 relying upon the judgment passed before Uttar Pradesh Real Estate Appellate Tribunal in the case "Greater Noida Industrial Development Authority vs Ranjan Misra" Appeal No. 70 of 2023 decided on 20.04.2023, wherein the Hon'ble Tribunal held as under:

*"if we closely examine the above two provision, it come out that in a case where the allottee exits the project the act expressly provides interest and compensation both but in cases where the allottee tends to stay in the project the allottee is only entitled for interest of every month till the handing over of the possession. Thus, the intention of the legislature was to provide compensation only to those allottees who exit the project and not to those who intend to stay in the project."*

24. The respondent stated that a conjoint reading of Sections 18 and 19 of the RE(RD) Act, 2016 clearly manifests that when it comes to refund of the amount and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. Whereas, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the provisions of Section 71 and 72 of the Act. This has been held by the Hon'ble Supreme Court in case of *M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of UP (SC), 2022 (1) RCR (Civil) 357*. However, in the present

complaint, the complainants vide the proposed amendment has sought both the reliefs of interest on delayed possession and compensation, from this Hon'ble Authority, which is not tenable as per the provisions of RE(RD) Act, 2016 and the aforesaid judgment.

25. The respondent stated that the complainants failed to mention facts and circumstances which compelled them to file instant application for amendment. It is mentioned that the present complaint remained pending for more than 2 years and now all of a sudden, the complainants have filed an application for amendment, only when this Hon'ble Authority observed vide its order dated 10.12.2024 that the relief of compensation does not fall within its jurisdiction. The respondent further stated that due to the filing of the present complaint, the unit remains on hold, causing monetary loss to the company. Further, if this Hon'ble Authority directs the handing over of possession subject to compliance with the agreement terms, the company would again have to incur additional costs towards repainting and furnishing the unit due to the delay due to the delay on complainants' part.

26. The respondent mentioned case of *Devraj Dhanram vs Fire Bricks & Pottenes(P) Ltd. (2000) 36 CLA 117 (Karn)*, wherein it has been held that the law clearly defines the parameters within which amendments can be permitted and one of the principles/guidelines which a court observes is that an amendment cannot and should not totally alter the original cause of action. It is also submitted that if the Hon'ble Authority allowed the said application for

amendment, in such circumstance, the doctrine of “Not relate back to the date of Plaintiff” should be considered. In cases of *Vishwambhar vs Laxminarayan*, AIR 2001 SC 2607; *C.R. Janardhan v. N.S. Vinutha*, AIR 2003 Kam 393, it has been laid down that insofar as the aspect of the amendment praying for a relief based on a new cause of action is concerned, it cannot be disputed that the said cause of action in respect of which a relief assuming that it is permission sought for by way of amendment is really one which introduces a claim based on a new cause of action, such amendment can take effect only from the date of allowing of the application for amendment and in this regard, it cannot relate back to the date of filing of the matter itself.

#### **H. REBUTTAL TO REPLY FILED BY THE COMPLAINANTS:**

27. The complainants submitted that they deny and refute the statements made by the respondent in its reply dated 06.11.2023 and reaffirm allegations raised in the complaint, as amended and supported by documents. The respondent failed to maintain regular updates and did not justify incomplete work at time of possession offer.

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28. The complainants also submitted written arguments, wherein they reiterated their averments made in the complaint and also mentioned the following judgements in support of their arguments.

- i. *Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan*, (2019) 5 SCC 725: A builder cannot force an allottee to

take possession of an incomplete unit. Delay entitles the allottee to refund or interest.

ii. *Wg. Cdr. Arifur Rahman Khan v. DLF Southern Homes, (2020) 16 SCC 512*: Homebuyers are entitled to compensation/interest for each month of delay beyond the contractual date.

iii. *Kolkata West International City Pvt. Ltd. v. Devasis Rudra, (2019) 18 SCC 613*: Delay of years held unacceptable, buyer cannot be made to wait indefinitely.

iv. *Bangalore Development Authority v. Syndicate Bank, (2007) 6 SCC 711*: Builder must deliver a habitable unit, incomplete work is not possession.

29. The complainants also mentioned Section 18(1) of RE(RD) Act, 2016, which states that "*if the promoter fails to give possession on time, the allottee is entitled to interest, compensation, and refund (if chosen)*". The complainants also stated that the amendment of complaint is necessary for complete adjudication of the present case and no prejudice is caused to the respondent. In support of this contention, the complainants mentioned the judgment of the Supreme Court in *Rajesh Kumar Aggarwal v. K.K. Modi (2006) 4 SCC 385*.

**I. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANTS AND THE RESPONDENT:**

30. Learned counsel for the complainants reiterated the facts of the case as stated in the complaint, rejoinder, amended complaint and rebuttal. He has further referred two Complaints bearing no. 653 of 2024 and 7183 of 2022 of HRERA, Gurugram namely *Komal v. Signature Global (India) Pvt. Ltd.* and *Kiran Kumar vs. Signature Global (India) Pvt. Ltd.* wherein delayed interest was given in favour of the complainants.

31. The respondent has reiterated the facts mentioned in reply and also filed an application dated 18.03.2026 for placing on record a copy of Occupation Certificate dated 10.10.2022, annexed as Annexure A-1 and photographs of the unit/apartment to show its completion, annexed as Annexure A-2.

**J. ISSUE FOR ADJUDICATION:**

32. Whether the complainants are entitled to delayed interest for delay in handing over the possession in terms of Section 18 of RE(RD) Act, 2016?

 **K. FINDINGS AND OBSERVATIONS OF THE AUTHORITY:**

33. The Authority has carefully considered the submissions made by both the parties. In light of the background of the matter as recorded in this order and the arguments advanced by the complainants, the Authority observes as follows:

i. Admittedly, the complainants were allotted Apartment bearing No. MA103-GF, in Block A of the project vide Apartment Buyer Agreement dated 20.02.2019. The complainants purchased the apartment for a Total Sale Consideration of ₹28,89,000/-. The respondent on 22.12.2022 sent a reminder letter for the remaining payment of ₹1,58,446/- + ₹61,886/- (interest amount) to the complainants.

ii. The possession of the apartment was to be handed over to the complainants as per Clause 6.1 of the Apartment Buyer Agreement, which is reproduced for ready reference below:

*“Subject to the Force Majeure conditions, the Developer shall be considered under a condition of default, in the following events: (i) Developer fails to provide ready to move in possession of the Said to the Allottee(s) on or before 24 months from the date of launch. For the purpose of this Clause, 'ready to move in possession' shall mean that the Said Apartment/ Floor shall be in a habitable condition which is complete in all respects and for which Occupancy Certificate has been Issued by the concerned Governmental Authority.*

Perusal of the above clause shows that the possession was to be handed over on or before 24 months from the date of launch. The date of launch of the project has not been placed on record by the respondent as well as by the complainants. In absence of any specific date regarding handing over of the possession in the Apartment Buyer Agreement, it cannot rightly be ascertained as to

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when the possession of said unit/apartment was due to be given to the complainants. In Appeal No. 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya, Hon'ble Appellate Tribunal has referred to the observation of Hon'ble Apex Court in "2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr." in which it has been observed that the period of three years is reasonable time of completion of construction work and delivery of possession. In the present complaint, the Apartment Buyer Agreement was executed on 20.02.2019 between the parties. Accordingly, taking a period of three years from the date of the Agreement as a reasonable time to complete development works in the project and to handover possession to the allottees/complainants, the deemed date of possession comes to 20.02.2022.

iii. It is further observed that the said timeline was subject to Force Majeure conditions as per Clause 6.1 of the Agreement. In this regard, the Authority observes that Covid-19 Pandemic, nation-wide lockdown imposed by the Central Government caused reverse migration of labourers, break in supply chain of construction material etc. and thus, all the construction activities across the country came to a halt. Further, the Ministry of Housing and Urban Affairs issued an advisory for extension of registration

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of all real estate projects due to the force majeure event of Covid-19 pandemic for a period of six months w.e.f. March, 2020 till September 2020. In furtherance of the said advisory, all the RERA Authorities including the Haryana Real Estate Regulatory Authority, Panchkula, granted general extension to all the real estate projects. The said extension was further extended in the year 2021 for a period of three months due to the second wave of Covid-19 pandemic i.e. from 01.04.2021 till 30.06.2021. As per reasoning mentioned above, the deemed date to handover possession was 20.02.2022. As per HRERA notification dated 26.05.2020 and 02.08.2021, an extension of 9 months was granted to the projects having completion/duce date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 20.02.2022, i.e, after 25.03.2020. In these circumstances, the present case is covered under Force Majeure conditions due to the outbreak of Covid-19 pandemic. So, in the present case, the due date of handing over of possession comes out to be 20.11.2022.

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iv. As per the record, the respondent made an Offer of Possession to the complainants on 14.10.2022 after obtaining an Occupation Certificate dated 10.10.2022, which was before the due date of handing over of possession i.e. 20.11.2022. Since the offer

of possession was made after receipt of Occupation Certificate, it was a legal and valid offer of possession in the eyes of law. As no deficiency in service or violation of statutory provisions is established on the part of the respondent, the relief sought by the complainants i.e. delayed interest in offer of possession is not tenable and the respondent cannot be held liable for any delay in handing over possession of the subject apartment.

v. Since no cause of action lies in the present case, no specific observation has been made regarding application for amendment in the relief clause filed by the complainants.

34. Regarding compensation, the complainants are at liberty to approach Adjudicating Officer of HRERA, Panchkula by filing a separate complaint as per observation made by the Hon'ble Supreme Court of India in *Civil Appeal Nos. 6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra)*, that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18 and 19 of the RE(RD) Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016 and the quantum of compensation and legal expenses are to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016.

35. **Dismissed being non-maintainable.** File be consigned to record room after uploading of the order on the website of the Authority.

  
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(CHANDER SHEKHAR)  
MEMBER

17.04.2026  
Monika  
(Law Associate)