

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

Complaint no. : 4253 of 2025
Date of filing : 29.08.2025

Arun Balhara

R/o: - House No. 115, Rashi Apartment, Sector- 7,
Dwarka Amberhai, South West Delhi-110075.

Complainant

Versus

1. DLF Home Developers Limited

Office at: 1st Floor, DLF Gateway Tower, R
Block, DLF City, Phase- III, Gurugram,
Haryana- 122002

2. DLF New Gurgaon Homes Developers Pvt. Ltd.

Office at: 1E, Naaz Cinema Complex,
Jhandewalan, Extension, New Delhi -110055

**3. Haryana State Industrial & Infrastructure
Development Corporation Ltd. (HSIIDC)**

Office at: C-13-14, Sector-6, Panchkula
134109

Respondents

CORAM:

Phool Singh Saini

Member

APPEARANCE:

Shri Harsh Jain (Advocate)

Shri J.K. Dang (Advocate)

Shri Vivek Verma (Advocate)

Complainant

Respondent no. 1 & 2

Respondent no.3

ORDER

1. The present complaint has been filed by the complainant/allottee 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:

Sr. No.	Particulars	Details
1.	Name of the project	"Express Greens"
2.	Location of the project	Sector-M1 Manesar, Gurugram
3.	Nature of the project	Group Housing Colony
4.	DTCP license no.	License no. 283 of 2007 Dated-27.12.2007
5.	Registered/not registered	Registered Vide registration no. 83 of 2022 Dated-19.09.2022
6.	Allotment letter	26.10.2009 (As on page 33 of complaint)
7.	Unit no.	MIG241, Floor-24 th , Building no.-G (As on page no. 49 of complaint)
8.	Unit Area	1845sq.ft. [Super-Area] (As on page no. 49 of complaint)
9.	Builder Buyer's Agreement	11.01.2010 (As on page no. 38 of complaint) {The BBA has been executed between respondent no.1 and 2 with the complainants}

10.	Possession clause	<p>Clause 11(a) Schedule for possession of the Dwelling Unit</p> <p><i>The Company/DNGH based on its present plans and estimates and subject to all just exceptions, endeavours to complete construction of the Dwelling Unit within a period of thirty six(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 of the allottees to abide by all or any of the terms and conditions of this Agreement.</i></p> <p><i>[Emphasis supplied]</i></p> <p>(As on page no. 53 of complaint)</p>
11.	Due date of possession	<p>11.01.2013</p> <p>[Calculated 36 months from 11.01.2010 as per possession clause 11 (a)]</p>
12.	Sale consideration	<p>Rs.42,82,875/-</p> <p>(As on page no. 34 of complaint)</p>
13.	Total amount paid by the complainant	<p>Rs.53,52,149/-</p> <p>(As per receipts at page no.104-121)</p>
14.	Occupation certificate	<p>06.05.2022</p> <p>(As on page no.153 of complaint)</p>
15.	Offer of possession	<p>09.05.2023</p> <p>(As on page no. 163 of complaint)</p>
17.	Possession certificate issued by HSIIDC	<p>07.07.2023</p> <p>(As on page no. 167 of complaint)</p>
18.	Conveyance deed executed between complainant and HSIIDC	<p>02.09.2024</p> <p>(As on page no.176 of complaint)</p>

B. Facts of the complaint

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

- i. The allottee applied for a unit/residential apartment in the project of the respondents called "EXPRESS GREENS" situated at Manaser, Gurgaon and received the allotment letter dated 26.10.2009 from the respondent company and paid an amount of Rs.5,00000/- as a booking amount in said project and there after the respondents allotted the flat bearing no. M1G241 along with the parking space bearing no. PG 1062 with an area of 1845 sq.ft.
- ii. Relying upon the assurances and representations of the Respondents, the complainant got booked the above said unit and received the allotment letter in his favour. That thereafter the complainant kept on demanding for the execution of the apartment buyer's agreement (ABA) and then thereafter in January 2010 respondent executed the ABA with the complainant.
- iii. On 11.01.2010 the complainant signed an apartment buyer's agreement (ABA) with the respondent company where respondent as per clause 11 (A) promised the complainant to deliver the above said project within thirty-six months from the execution of this agreement.
- iv. After signing the apartment buyer's agreement (ABA) the respondent started raising its demand against the payment plan as mentioned in the apartment buyer's agreement (ABA) and thereafter forced the complainant to pay the complete amount as per the demand and threaten the complainant to cancel the unit and forfeit the paid amount if the demanded amount not cleared by the complainant on time.



- v. On 20.07.2012 the complainant from the date of booking till date made the complete payment of Rs.53,52,149/- to the respondent company which is more than the total sale consideration as mentioned in apartment buyer's agreement (ABA) clause 1.1 and despite of making more than 100% payment respondent miserably failed to deliver the timely possession to the complainant and made a delay of more than 10 years.
- vi. In order to fulfil the illicit demands of the respondent company the complainant took a loan in order to pay timely payment to the respondent and till date the complainant is pay the EMIs against the said loan taken by him.
- vii. After paying more than 100% of the total sale consideration the complainant keep on requesting the respondents and its associates for timely possession as the complainant was on rented accommodation and was paying a rent of rupees thirty thousand per month and also paying a loan EMIs" upon the assurances and representations of the Respondent, the present period the complainant sent many mail and the letter to the respondent stating about the timely possession by the respondents and its representatives never gave any satisfactory answer to the complainant and made a delay of more than 10 years in proving the possession to the complainant.
- viii. In 2018-2019 the complainant was shocked to see that a court case was filed way back in 2007 on the land of the respondent where the complainant booked his residential flat after spending all his hard earned money and the respondent in last so many years not apprised the complainant 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





complainant and will execute the conveyance deed in favour of the complainant.

- ix. Thereafter, when complainant came to know that the above project is now transferred to the HSIIDC the complainant filed a claimed affidavit before the HSIIDC stating about the details of the unit of the complainant so that respondent no.3 can acknowledge the same and can provide immediate possession to the complainant 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 complainant and further made the possession delayed for many years.
- x. Thereafter on 08.02.2022 the complainant sent a legal notice to the respondent no 1 and 3 stating to pay the delay interest on account of delay in giving the possession to the complainant and other reliefs as mention in point 8 sub clause 1 to 6 of the legal notice. That after sending the legal notice by the complainant still not received and revert from the respondent side and respondent miserably failed in all his commitments made at the time of booking of the above said unit.
- xi. After filing the claim form and affidavit in 2018 the respondent no.3 send a letter date 05.04.2023 stating about the physical possession of the said unit of the complainant but in the said unit respondent failed to appreciate about the refund of the amount of Rs.4,27,018/- which the respondent no 1 and 2 promised the complainant as a rebate of 10% on the total amount for the timely payment made by the complainant. thereafter the complainant again contacted the respondent no. 1 and 2 regarding the above said rebate and thereafter the respondent no. 1 and 2 assured the complainant to update the same to the respondent no.3 and also promised the complainant that the respondent no .3 will definitely acknowledge the same then the

complainant 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.

- xii. In the month of May 2023 when the complainant visited to see the status of the unit prepared by the respondent the complainant got shocked to see the condition of the unit as unit was not at all ready for the possession and the construction material used was of very low category and all the fittings in the unit are in broken condition regarding which the complainant again update the same to the respondents but no satisfactory answer received from them.
- xiii. On 09.05.2023 again a physical possession letter was sent by the respondent no.3 to the complainant without giving any proper explanation on the rebate and the construction condition of the said unit again for the which complainant contacted the respondents regarding the same but again the complainant not received any satisfactory answer from them, then on 03.07.2023 again a physical possession letter was sent by the respondent no.3 with a demand of Rs.2,38,500/- as increased area charges, Rs.20,950/- as a electricity connection charges, Rs.83,232/- Penalty By HSIIDC Delay in taking possession and Rs.97,150/- as IBMS Charges that in total the respondents took an amount of Rs.3,52,149 as a total from the complainant and at the same time the respondent no. 3 failed to appreciate the rebate amount which the complainant was asking for so long and threaten the complainant that if complainant will not pay the amount the respondent no.3 will cancel the unit and forfeit the complete amount, thereafter under a high pressure the complainant paid the above said amount to the HSIIDC and thereafter the



- respondent no.3 issued the possession certificate date 07.07.2023 to the complainant.
- xiv. On 03.09.2024 the conveyance deed of the above said unit was done in favor of the complainant by the respondent no.3 but at the same time the respondents failed to appreciate the delay possession charges and rebate amount which was entitled to the complainant and at the same time after booking the above said unit the complainant faced a lot of hardship in paying the rent and paying the loan EMIs because of the delay made by the respondents.
- xv. After timely payment against each and every demand letter, the Complainant was hoping that they will get possession of their apartment as per the delivery date provided in the agreement. Unfortunately, on regularly visiting the site, it was realized by the complainant that the construction on the site was not as per the construction plan. This fact was brought to the knowledge of the respondents repeatedly through personal visits, letters, phone calls and e-mail but the Respondent merely assured that the delivery of the apartment would be given as per the dates specified in the agreement without making any substantive progress. However, despite several assurances, the respondent failed/neglected to deliver the possession of the residential apartment in time.
- xvi. After losing all hope from the Respondent the complainant take the possession and done the conveyance deed on the incomplete unit and the interest on the delay in delivery period of more than 10 years since July 2013 and having shattered the dreams of a proper and timely delivery of the residential apartment as per the buyer's agreement, the complainant approached this Hon'ble Authority for redressal of his grievance.

C Relief sought by the complainant:

4. The complainant has sought following relief(s):

- i. Direct the respondents to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession /conveyance deed.
 - ii. Direct the respondent to pay the balance amount due to the complainant 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 complainant 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.
5. On the date of hearing, the authority explained to the respondent/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 by the respondent no.1.

6. The respondent no.1 has made following submissions:

- i. Respondent no.2 stands merged in respondent no.1 by virtue of order dated 30.07.2013 passed by the Honorable 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. The complainant has concealed the real and true facts from this honorable authority. Actually, the real and true facts are that the complainant has filed the aforesaid frivolous and misconceived complaint against respondent no.1.
 - iii. 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.
 - iv. 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. 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. 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. 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. 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. 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 complainant 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 complainant wherein it has been duly mentioned that the complainant has filed his claim before respondent no.3 (HSIIDC) with respect to the apartment in question on 10.04.2018 (page 157 of the complaint).
- ix. Moreover, even the physical possession of the apartment in question had been handed over to the complainant by respondent no.3 (HSIIDC) and the same is evident from possession certificate dated 07.07.2023. Furthermore, conveyance deed bearing vasika no.8004 dated 03.09.2024 had also been executed and got registered by respondent no.3 (HSIIDC) in favor of the complainant. Thus, it is evident that respondent no.1 has absolutely no role to play in the present inter se dispute between the complainant and respondent no.3.
- x. It would not be out of place to mention that the complainant has always dealt with and communicated with the officials of respondent no.3 after passing of judgment dated 12.03.2018. The same is evident



from the following documents appended by the complainant with the complaint:

- a. Emails sent by the complainant to respondent no.3 (HSI IDC) -- pages 137 to 152 of the complaint.
- b. The complainant had explicitly mentioned that respondent no.3 (HSI IDC) is liable to make payments to the complainant -- page 142 of the complaint.
- c. Occupation Certificate issued by respondent no.3 (HSI IDC) -- page 153 of the complaint.
- d. Duly attested affidavit tendered by the complainant wherein the complainant has mentioned about passing of judgment dated 12.03.2018 passed by the Honourable Supreme Court of India in paragraph no.2 of the affidavit -- page 154 of the complaint.
- e. Letter dated 05.04.2023 issued by respondent no.3 (HSI IDC) to the complainant wherein it has been duly mentioned that the complainant has filed his claim before respondent no.3 (HSI IDC) with respect to the apartment in question on 10.04.2018 -- page 157 of the complaint.
- f. Email issued by DLF to complainant wherein the details about the figures shared by respondent no.3 (HSI IDC) has been mentioned -- page 158 of the complaint.
- g. Authorization letters issued by respondent no.3 (HSI IDC) to the complainant with respect to handing over physical possession of the apartment in question -- pages 163 and 164 of the complaint.
- h. Possession certificate dated 07.07.2023 issued by respondent no.3 (HSI IDC) to the complainant -- page 167 of the complaint.

- i. Letter issued by respondent no.3 (HSIIDC) to the complainant with respect to execution of the conveyance deed -- page 168 of the complaint.
- j. Undertaking dated 20.07.2023 furnished by the complainant to respondent no.3 (HSIIDC) -- page 169 of the complaint.
- k. Letter issued by the complainant to respondent no.3 (HSIIDC) -- page 171 of the complaint.
- l. Letter issued by the complainant to respondent no.3 (HSIIDC) -- page 175 of the complaint.
- m. Conveyance deed bearing vasika no.8004 dated 03.09.2024 executed by respondent no.3 (HSIIDC) in favour of the complainant -- page 176 of the complaint.
- xi. The judgment passed by the Hon'ble Supreme Court of India is binding on all Courts of the Country. On account of the passing of judgment dated 12.03.2018 nothing survives in the present litigation. In fact, this hon'ble court stands divested of jurisdiction to try and decide the present matter. Furthermore, the manner in which the complaint has been drafted has rendered it incapable to prosecute on account of passing of aforesaid judgment. Hence, this Hon'ble Authority lacks the jurisdiction to hear and decide the present complaint.
- xii. On account of passing of aforesaid judgment it would be in the fitness of things and in the interest of justice that the issue of maintainability regarding the jurisdiction of this Hon'ble Authority to try and decide the present complaint should be decided as a preliminary issue so as to avoid wasting the precious time of this Hon'ble Authority as well as to prevent unwarranted harassment and inconvenience being caused to respondent no.1 in contesting the proceedings. Further prosecution of the present complaint would not serve any useful purpose. That on



account of passing of judgment dated 12.03.2018, relief in the manner claimed by the complainant does not deserve to be granted.

- xiii. This Honorable Authority has dismissed the complaints, titled "*Deepak Arora Vs. DLF Home Developers Limited*" bearing CR No. 2030/2021, "*Jitender Mohan Batra Vs. DLF Home Developers Limited*" bearing CR No. 2839/2020/3406/2019/1103/2020, "*Meena Rao Vs. DLF Home Developers Limited*" bearing CR No. 4316/2020 had been dismissed by this honorable authority being not maintainable in view of judgment passed by the Hon'ble Supreme Court of India dated 12th of March, 2018.
- xiv. It is, therefore, humbly prayed that in the interests of justice the Authority be pleased to dismiss the complaint filed by the complainant. Alternatively, in case this Honorable Authority is not of the opinion to dismiss the complaint, in that event the name of respondent no.2 may kindly be deleted from the array of parties.

E. Reply by the respondent no. 3

7. The respondent no.3 has made the following submissions:

- i. The apartment buyer's agreement was executed on 15.02.2010 with stipulations of deemed date of possession as 36 months from the date of execution of said agreement i.e. latest until 14.03.2013 and the claimants had paid an amount of Rs.47,28,000/- & Rs.1,79,467- as statutory charges amounting a total of Rs.49,07,467-.
- ii. 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 complainant/allottee paid the outstanding dues including penalty for



delay of possession and took the physical possession on 07.07.2023 and conveyance deed was also executed on 03/09/2024 in favor of Sh. Arun Balhara.

iii. As per the extracts of the Minutes of the 380th Meeting of the Board of Directors of Haryana State Industrial and Infrastructure Development Corporation Limited (HSIIDC), held on 6th March, 4 at 3:00 PM in the Committee Room, 1st Floor, Haryana Niwas, Sector- 3, Chandigarh. The Board considered the proposal as contained in the Agenda Note and the advice of Ld.AG/Haryana in the matter and after deliberations resolved to decide in accordance with the opinion rendered by Ld. AG as under:

- a. The Corporation is not liable, for recovery of Interest/payment of penalty etc. for period upto 12.03.2018, since it has stepped into the shoes of the developer pursuant to the Hon'ble Supreme Court judgement dated 12.03.2018.
- b. The period from 12.03.2018 till 30.04.2023 to be taken as zero period' as per opinion received from Ld.AG/Haryana.
- c. The period from 01.05.2023 to be considered for recovery of applicable interest/penalty and payment of penalty etc. from possession claimants.
- d. The possession handed over by M/s. DLF during period from 12.03.2018 till 21.07.2022 shall be acknowledged as paper possession and the 3rd party possession claimants would not be penalised any further by way of interest/penalty on the condition that the dues already recovered from the possession claimants by the builder i.e. M/s. DLF, be recovered or adjusted against the amount payable to M/s DLF after finalization of their claim, as per the procedure/practice.



- iv. 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.
- v. 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:
- a. 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.
- b. 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:

- i. 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.
- ii. District Revenue Officer, Gurugram vide order dated 26.11.2018, announced the award for 420 acres 16.5 marla land in favor of HSIIDC.
- c. 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.
- d. Opinion was sought from Ld. AG, Haryana with respect to fulfilment of terms and conditions as contained in builder-buyer agreement on following points:
 - i. Applicability of recovery of Interest from the claimants on pending payments/outstanding dues.
 - ii. Applicability of recovery of penalty @ Rs. 10/- per sq. ft. per month for delay in taking over possession by the claimants.
 - iii. Applicability of same penalty Rs. 10/- per sq. ft. per month by the developer/HSIIDC in case possession is delayed from their side.



- e. The Ld. AG, Haryana has given his opinion dated 03.10.2023 for the aforementioned points is as, under:

"In view of the judgment dated 21.07.2022 passed in Rameshwar and Others Vs. State of Haryana and others 2022 (11) scale 21 and the opinion taken from the office of Ld. AG, Haryana, It was clarified that as far as such project is concerned where the construction have been erected and the project is complete or is nearing completion, the plots apartments shall be made over to the respective claimants/allottees on the same terms and conditions as stipulated in the apartment buyer agreement executed by the developer with the allottee. The terms and conditions of the sold agreement dealt with the obligations of both the developer as well as the allottee. It provided for charging of Interest in case the allottee fails to pay the payments as per the schedule appended with the agreement and further included penalty clause wherein the allottee fails to take the physical possession after grant of occupation certificate and also provided for imposition of penalty in case developer fails to handover physical possession after occupation certificate within stipulated time period.

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.

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 the 29.01.2010 thereby Jeopardizing the acquisition proceedings. Be it as it may since confusion was prevailing right after the passing of the Judgement 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) scaie 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 I.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.

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,

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 until the date when the decision in this reward, if approved would be conveyed to the respective allottees."

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.

vi. Relevant dates in the matter are as under:

02/05/2014	Date of Issue of Occupation Certificate for M1 w.r.t. apartments
28/05/2014	Date of Issue of Occupation Certificate for M1A w.r.t. apartments (Except For Tower-G)



24/04/2015	Hon'ble Supreme Court Order wherein construction activities were stayed.
21/03/2017	Hon'ble Supreme Court order wherein stay was ordered on recovery, possession, construction activities etc.
12/03/2018	Hon'ble Supreme Court final order in the matter Rameshwar & Ors. Vs. State Of Haryana & Ors.
06/02/2022	Date of Issue of Occupation Certificate of Tower-G (M1A)
21/07/2022	Hon'ble Supreme Court final order on Petitions / Counter Petitions in various matters out of judgment dated 12/03/2018
21/01/2023	As per orders dated 21/07/2022 of Hon'ble Supreme Court compliance was to be done within six months i.e. up to 21/01/2023
April 2023	Communication from HSIIDC to the claimants for possession/ conveyance deed after receipt of legal advice and approval of court.

- vii. Further, the complainant was informed that Board of Directors, HSIIDC in its meeting held on 06.03.2024 had taken the decision that there will be no recovery of interest/payment of penalty etc. for the period up to 12.03.2018 and the period from 12.03.2018 till 30/04/2023 to be taken as 'Zero Period' as per the opinion received from Ld. Advocate General, Haryana. Further, the period from 01.05.2023 to be considered for recovery of applicable interest/penalty and payment of penalty etc. from possession claimants. That the complainants applied for physical possession on 01.04.2024 and the physical possession of the flat was handed over to the complainants on 01.04.2024 and accordingly the penalty for delay in possession from May 2023 to April 2024 as mentioned in the minutes of Meeting dated 06.03.2024 of the Board of Directors.
- viii. That the present complaint is liable to be dismissed for the reason that no cause of action ever arose to file the present complaint and if any the same is false, frivolous, and fabricated one and the present complaint has been filed illegally, malafidely with dishonest intentions, in order to create undue pressure over the respondent no.3 without any cause



thereof. In such circumstances, the present complaint is liable to be dismissed without any further proceedings.

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. Jurisdiction of the authority

9. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

F. I Territorial jurisdiction

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by The Town and Country Planning Department, Haryana the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

F.II Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

.....

(4) The promoter shall-
(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;



12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

H. Findings on the objection raised by respondent no.1 and respondent no.3 regarding dismissal of complaint.

13. The respondent no.1 has filed an application dated 23.10.2025 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 21.07.2022 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."

14. Therefore, counsel for the respondent no.2 stated that no relief lies with respect to respondent no.2 in the matter and respondent no.2 be deleted from the array of the parties. In view of the above, the respondent no.2 is deleted from the array of parties as per the order of the Hon'ble Supreme Court.

15. The Authority has carefully considered the submissions made by the complainant as well as the preliminary objection raised by respondents seeking dismissal of the complaint on the ground of lack of maintainability.
16. 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.

17. At the outset, it is not in dispute that the project land in question became subject matter of adjudication before the Hon'ble Supreme Court in Civil Appeal titled *Rameshwar & Ors. vs. State of Haryana & Ors.*, culminating in judgment dated 12.03.2018. Vide the said judgment, the Hon'ble Supreme Court, inter alia, held that the land forming part of the project stood vested in HSIIDC free from all encumbrances and all licenses granted in respect thereof stood transferred to HSIIDC. Consequently, respondent no.3 stepped into the shoes of the developer for all practical purposes in respect of the said project.
18. It is further an admitted position on record that pursuant to the aforesaid judgment:
- i. The complainant submitted his claim before HSIIDC in the year 2018;
 - ii. Physical possession of the unit was offered and subsequently handed over by respondent no.3 on 07.07.2023;
 - iii. Conveyance deed has been executed by respondent no.3 in favour of the complainant on 03.09.2024.
19. From the above factual matrix, it clearly emerges that after the pronouncement of the judgment dated 12.03.2018, respondent no.1 ceased to have any subsisting right, title, interest or control over the project in question, except to the limited extent recognized in the said judgment. The entire mechanism for verification of claims, handing over of possession and execution of conveyance deeds has been undertaken by respondent no.3 in terms of directions of the Hon'ble Supreme Court.

20. It is also significant to note that the Board of Directors of HSIIDC, in its meeting dated 06.03.2024, took a conscious decision, based on the opinion of the Ld. Advocate General, Haryana, regarding the treatment of the delay period. As per the said decision:
- i. No interest/penalty is to be levied for the period up to 12.03.2018;
 - ii. The period from 12.03.2018 to 30.04.2023 is to be treated as a "zero period".
 - iii. Only the period from 01.05.2023 onwards is to be considered for the purpose of levy or payment of applicable interest/penalty.
21. In the present case, the complainant has got physical possession on 07.07.2023. Accordingly, any levy or claim relating to delay has been governed strictly in terms of the aforesaid policy decision of HSIIDC, and the complainant has already been subjected to the applicable terms for the period from May 2023 to April 2024 Accordingly, any levy of penalty for delay in taking possession for the period 12.03.2018 to 30.04.2023 has been determined and governed strictly in terms of the aforesaid policy decision of HSIIDC.
22. The Authority also finds merit in the contention of respondent no.1 that the rights and remedies of third-party allottees, including the present complainant, stand governed by the framework laid down by the Hon'ble Supreme Court, wherein a specific mechanism has been provided for redressal of claims through HSIIDC. Once such a mechanism has been prescribed and acted upon, the present proceedings under the Real Estate (Regulation and Development) Act,

- 2016 cannot be invoked to re-agitate issues which stand subsumed within and governed by the directions of the Hon'ble Supreme Court.
23. Further, it is evident that the complainant has already availed the remedy contemplated under the said judgment by approaching HSIIDC, obtaining possession and getting the conveyance deed executed. Therefore, the dispute, if any, survives within the domain of implementation of the Supreme Court directions and allied administrative decisions taken by HSIIDC, and not within the jurisdictional ambit of this Authority under the Act.
24. In light of the foregoing discussion, the Authority is of the considered opinion that the present complaint is not maintainable, being barred by virtue of the binding directions of the Hon'ble Supreme Court and the subsequent actions taken by HSIIDC in compliance thereof.
25. Accordingly, the present complaint is hereby dismissed being not maintainable.
26. File be consigned to registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 19.02.2026