

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

Complaint no. : 3893 of 2025
Date of First hearing: 16.10.2025
Date of Decision : 08.10.2026

1. Neeraj Bhatia and

2. Ekta Bhatia

**R/o - Tower 2, Unit 504, Godrej Meridien, Sector
106, Gurugram, Haryana - 122017**

Complainants

Versus

M/s. GODREJ PROPERTIES LIMITED

Registered office address:- Godrej One, 5TH
Floor, Pirojshanagar, Eastern Expressway
Highway, Vikhroli, Mumbai-400079.

Also At:- 3rd Floor UM House, Plot 35, Sector 44,
Gurugram-122002

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

**Ms. Srishti Singh and Shri Yash Varmani (Advocate)
Shri Rahan Malik (Advocate)**

**Complainants
Respondent**

ORDER

1. The present complaint has been filed by the complainants/allottees dated 22.08.2025 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 thereunder or to the allottees 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.No.	Particulars	Details
1.	Name and location of project	"Godrej Meridien-I", Sector 106, Gurugram
2.	Nature of project	Group Housing Project
3.	Project Area	14.79 acres
4.	DTCP License	License no. 18 of 2008 dated 02.02.2008 valid upto 01.02.2030
5.	HRERA registered	Registered for Godrej Meridien -I [For project area - 8.61 acres] For Tower no.1,2 (Residential Tower), EWS, Commercial, Community building and Nursery School. 05 of 2018 dated 18.05.2018 valid up to 29.03.2024 + 6 months Covid i.e., 29.09.2024;
	RERA registration certificate extension's	a. Extension no. 28 of 2024 dated 16.12.2024 granted up to 28.03.2025; b. Project Continuation RC/ REP/ HARERA/ GGM/5 of 2018/7(3)/ 83/2025/25 dated 27.08.2025; Extension granted up to 31.12.2027.
6.	Unit no.	T2-0504, Floor-5th, Tower-2, [phase 1] (As on page no. 34 of complaint)
7.	Unit Area admeasuring	102.97 sq.mtr [Carpet Area] 24.12 sq.mtr [Exclusive Area] 127.09 sq.mtr [Total Area] (As on page no. 34 of complaint)
8.	Application form	29.06.2020 (page 17 of reply)
9.	Allotment	31.08.2020



10.	Agreement for sale	05.11.2020 (As on page no. 28 of complaint)
11.	Possession clause	CLAUSE 7 POSSESSION OF THE UNIT: 7.1 Schedule for possession of the said Unit: <i>The developer agrees and understands that timely delivery of possession of the unit to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.</i> <i>The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2022 and the units falling under Phase II on or before 30.09.2023. ["Completion Time Period"]..."</i> [Emphasis supplied] (As on page no. 42 of complaint)
12.	Due date of possession	30.09.2022
13.	Payment plan	Possession Linked payment plan (As on page no. 73 complaint)
14.	Sale consideration	Rs. 1,65,50,173/- (As on page no. 72 of complaint)
15.	Amount paid	Rs. 1,66,48,342/- (As on page no. 81 of complaint)
16.	Occupation certificate	31.03.2023 (As on page no. 89 of complaint)
17.	Possession Letter	13.05.2024 (page 238 of reply)
18.	Possession letter [Physical possession handed over]	27.11.2024 (page 243 of reply)
19.	Conveyance Deed	11.10.2024 (As stated at bar during the proceedings dated 20.08.2026 and in presence of counsel of complainant)

B. Facts of the complaint:

3. The complainants have made following submissions by filing the present complaint: -



- i. That complainants qualify as '*allottee*' within the meaning of Section 2(d) of the Real Estate Regulation and Development Act, 2016 is constrained to approach the Authority seeking possession of the unit and to claim the delayed possession charges under Section 18 of the RERA 2016 at the prescribed rate as per Rule 15 of the Haryana RERA Rules, 2017 (hereinafter referred to as the "RERA Rules"), from the respondent, on account of the serious deficiency in service and inordinate delay in delivering possession to the complainants within the time period agreed upon between the parties in the agreement for Sale dated 5 November 2020.
- ii. The respondent is a company incorporated under the provisions of the (Indian) Companies Act, 1956 and it is engaged in the business of real estate development and management. It has a real estate project known as "Godrej Meridien" located at Sector 106, Gurugram. The Project is divided into three phases called "Phase 1", "Phase 2" and "Phase 3". The Respondent qualifies as a "promoter" under Section 2 (zk) of the RERA 2016.
- iii. The respondent was granted registration by the Authority under Section 5 of the RERA on 18 May 2018. The registration certificate issued by the Authority provided that the validity of the registration was from 18 May 2018 till 30 September 2023. Further, the registration was granted in relation to Phase 1 of the Project that included: (a) Tower 1 (2B+G+23), (b) Tower 2 (2B+G+19), (c) Convenient Shopping (G), (d) Economically Weaker Section building (hereinafter referred to as the "EWS building") (1S+7), (e) Community Building (G+2).



- iv. The complainants were desirous of purchasing a residential apartment in the Project. Thus, through an application dated 29 June 2020, the Complainants applied for a residential apartment at the 5th floor of Tower 2 in the Project (i.e., unit T2-0504, hereinafter called as the "unit / apartment"). The Unit thus falls under Phase 1 of the Project.
- v. As such, based on the representations/assurances of the respondent, the complainants agreed to invest in the said project i.e., purchased the unit admeasuring a total area of 127.09 sq. meters to be constructed/developed by the Respondent in terms of the agreement for Sale dated 5 November 2020. In pursuance thereof, it was agreed that the complainants would make a payment of INR 1,65,50,173/- as per the agreed payment milestones in the Agreement for Sale. All payments were made by the complainants to the respondent, in a timely manner as agreed in the agreement for Sale as stated below: -

Date	Mode of Payment	Amount Paid (INR)
27 and 29 June 2020	[INR 1,00,000 through 018013021754-NEFT-27.06.2020 and INR 4,00,000 through 018113187503-NEFT-29.06.2020]	5,00,000
27 August 2020	[INR 10,12,521.00 through CITIN20119722072-NEFT-27.08.2020 and INR 1,26,336.00 through CITIN20119949907-NEFT-27.08.2020]	11,55,017.32
21, 22 and 23 March 2023	[INR 3,05,000 through 000629657664-RTGS-21.03.2023, INR 1,30,50,000 through SBIN323081620821-RTGS-22.03.2023 and INR 7,23,808 through 000630438423-RTGS-23.03.2023]	1,40,67,647.41
27 May 2024	INR 8,19,234.00 through SBIN224148188384-RTGS-27.05.2024	8,27,508.67
27 May 2024	TDS deposited with the Government	1,06,443





TOTAL PAYMENT

1,65,50,173.42

The total payments made above was subject to a tax deduction at source as per Section 194A of the (Indian) Income Tax Act, 1961.

- vi. At the time of execution of the agreement for sale, the complainants were promised an extremely rosy picture of the project. The complainants were assured about the timely allotment as well as handing over of the possession of the Unit on or before 30 September 2022. The complainants were also assured that even though the respondent obtained the registration of the Project under Section 5 of the RERA 2016 from the Authority till 30 September 2023, however, the possession of the Unit would be handed over by 30 September 2022. This commitment regarding the due date of possession being 30 September 2022 was recorded at clause 7.1 of the agreement for sale.
- vii. That the complainants made payments to the respondent as per the payment milestones stated under the agreement for sale. There was no delay on part of the complainants in relation to the payment of the amounts to the respondent.
- viii. Subsequently, when there was an outbreak of the global pandemic Covid-19, the Authority issued the Notification No. 9/3-2020 HARERA/GGM (Admn) whereby the registration and completion date of real estate projects in inter alia Gurugram were extended by a period of six (6) months by invoking the 'force majeure' clause. Therefore, the due date for handing over the possession of the unit would be 30 March 2023 (i.e., 30 September 2022 plus six months on account of Covid-19).



However, the possession of the unit was not handed over to the complainants on or before 30 March 2023. Instead, the respondent had not even obtained the occupation certificate for towers 1 and 2 of the Projects by 30 March 2023.

- ix. That on 31 March 2023, the respondent obtained the occupation certificate for Towers 1 and 2 of the project from the Director General of the Town & Country Planning Department of the government of Haryana. In this respect, Clause 7.2 of the agreement for sale provided that the respondent would offer the possession of the unit within 3 months from the date of obtaining the occupation certificate. In this respect, the respondent failed to offer the possession of the unit to the complainants within 3 months from 31 March 2023 (i.e., 30 June 2023).
- x. The complainants from time to time, had verbal discussions with the representatives of the respondent wherein, it was represented to the complainants that all requisite licences, approvals and permissions have been duly acquired by the respondent. Further, the progress of the project and unit are such that the possession of the unit would be offered to the complainants within the due date provided for in the agreement for sale. It was further represented to the complainants that the construction of the project was going in full swing, and that there was no impediment causing any sort of delay in timely delivery of possession of the unit.
- xi. That, despite the aforesaid assurances and despite duly receiving 100% payment for the unit, the respondent handed over / delivered the possession of the unit to the complainants along

with inordinate delay for no fault of the complainant. Despite the fact that the registration certificate granted by the Authority to phase 1 of the project clearly stated that phase 1 of the project included the 'convenient shopping' and 'community building' (i.e., the clubhouse), however, both these buildings have not been handed over by the respondent till the date of the present complaint. further, the most basic amenity in a condominium living which is a dedicated and covered parking space (which was also mentioned in the recital i of the agreement for sale) was not handed over along with the possession of the Unit.

- xii. In this regard, ignoring the repeated requests made by the complainants about the delayed possession charges, the respondent has still not provided any clarification on the payment of the delayed possession charges on account of such delay in hand over of the Unit and the 'Convenient Shopping' and 'Community Building' and 'dedicated and covered Parking' as per Section 18 of the RERA 2016.

C. Relief sought by the complainant:

4. The complainants have sought following relief(s):

- I. Direct to respondent to hand over the possession of the other amenities promised under the agreement for sale (including the 'Convenient Shopping' and 'Community Building' and 'dedicated and covered parking space') immediately and without any further delay.
- II. Direct the respondent to pay the delayed possession charges as per section 18 of the RERA 2016 read with Rule 15 of the amount of Rs.1,44,35,753/- paid by the complainants towards the



allotment of the unit (i.e., the total price of property less the amount paid towards EDC/IDC and GST).

- III. Direct the respondent to pay the delayed possession charges from due date of delivery provided in the Agreement for sale, plus six months on account of the notification issued by the Authority for Covid-19 being a 'force majeure' event (i.e., 30 September 2022 plus six months on account of Covid till the date of handover of the possession of the unit and other amenities promised under the Agreement for Sale (including the Convenient Shopping and Community Building' and 'dedicated and covered parking').

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. Reply by the respondent

6. The respondent has contested the complaint on the following grounds:
- i. That the present reply is being filed on behalf of the respondent i.e., Godrej Real View Developers Private Ltd., which is a company incorporated under the provisions of the Companies Act, 2013 and having its regional office at 3rd floor, UM House tower A, plot no. 35, Sector 44, Gurugram, Haryana-122002. The present reply is being filed through Mr. Ranjit Bhambhu, authorised representative of the Respondent, who has been authorised vide Board resolution dated 16.02.2022 to represent the respondent before the Authority and file, sign, verify such reply, applications documents, etc. as may be required in the present case.



- ii. The respondent has developed a multi-storied group housing colony in phase wise manner by the name of "Godrej Meridien" ("Project") comprising of multi-storied residential buildings and other amenities, facilities, services, etc on a parcel of land ad-measuring 14.793 acres in Village Babupur, Sector 106, Gurugram, Haryana. The said Project was registered with the Authority under the provisions of The Real Estate (Regulation and Development) Act 2016 ("RERA Act") and Haryana RERA Rules, 2017 bearing registration no. RC/REP/HARERA/GGM/2018/05.
- iii. At the very outset, it is stated that the present complaint is wholly misconceived, erroneous, unjustified and ridden with wilful concealment of facts to mislead and abuse the process of the Authority. The complainants have filed the present complaint wrongly alleging delay in delivery of possession. The complainants have sought interest on delay in delivery of possession of the unit in question and the same has been done in complete ignorance of various "force majeure events" and "reasons beyond the control of the developer".
- iv. At the outset, the respondent submits that there has been no delay in the development of the Project, save and except on account of force majeure events and other circumstances beyond the control of the respondent. The respondent has duly developed the unit allotted to the complainants and obtained the Occupation Certificate ("OC") in respect thereof on 31.03.2023. Thereafter, upon grant of the OC, the respondent offered possession of the Unit to the complainants on 13.05.2024. Subsequently the physical possession of the Unit was



duly handed over to the complainants on 27.11.2024 and the Conveyance Deed was executed between the parties on 11.10.2024.

- v. The complainants approached the respondent for booking of a Unit in the Project. After completely satisfying themselves with the description of the Project, the complainants vide Application Form dated 29.06.2020 applied for the allotment of a residential unit.
- vi. That, the respondent vide the allotment letter dated 31.08.2020 allotted a unit bearing no. T2 - 0504 in tower T2 on 5th floor ("Unit") in the Project for a total sale consideration of Rs.1,65,50,173.42/-.
- vii. That, upon receipt of the booking amount, the respondent called upon the complainants to execute the agreement for sale ("AFS"). In pursuance of the same, the AFS was executed on 05.11.2020 between the parties.
- viii. That while the Project was being developed, in the year 2020, the entire world fell in the clutches of Covid-19 pandemic and the country was in complete lockdown for several months. It is a matter of common knowledge that the pandemic hampered every small and big business, the respondent was also equally affected since its hands were also tied due to the nation-wide lockdown and other disruptions in material supply chain and labour issues. It is to be noted that even the Government of India had declared Covid-19 as a force majeure event.
- ix. The Authority also reviewed the situation independently and released an order/circular dated 26.05.2020, wherein it has been clarified that all the registered projects under the Authority for which the date of completion or revised completion date or extended completion date as per registration expired on or after 25.03.2020,





shall be extended automatically by 6 months, invoking force majeure clause. In view of the foregoing, the registration of the Project stood automatically extended by a further period of six months, i.e., from 30th September 2023 until 31st March 2024. Such extension ensued by operation of law, in consideration of the continuing impact of the Covid-19 pandemic upon the real estate sector, together with ancillary factors including scarcity of labour and construction materials, all of which materially affected the timelines for possession. The said extension is duly covered and exempted under the notification issued by this Honourable Authority.

x. Further, a brief of various difficulties that were faced by the respondent while developing the Project during the Covid -19 pandemic and thereafter, are mentioned herein below:

- a. Due to second wave of covid, the construction workers went back to their hometowns. Movement of labourers to construction sites was further worsened due to closing of borders and lockdown imposed by other state governments. Other labourer issues such as 14 days quarantine, social distancing, frequent sanitisation of workplace etc. In view of the second wave, the Hon'ble Panchkula Authority granted respite to the developers for 3 months (01.04.2021 to 30.06.2021) on the account of force majeure event i.e., specific to "second wave of covid 19". It is also a matter of common knowledge that second wave of covid 19 was much graver than the first wave and thus, the damage and slowdown that was caused due to second wave in the project was way more than 3 months.

- b. Acute shortage of imported material, raw material in the market owing to interstate import restrictions. Contractors refusing to execute works at site in view of increased prices in raw material like copper, aluminium etc.
 - c. Market recession and negative customer sentiment towards real estate.
- xi. At this juncture, it is imperative to highlight that business of construction is labour intensive and shortage of labour and material due to covid and reasons beyond the control of the Developer/Respondent had led to slowdown of construction, thereby affecting the pace and schedule of construction of the Project and thereby its expected handover dates.
- xii. That the adverse effects of covid -19, which admittedly is a force majeure event and its effects in all spheres of life including the real estate sector are being faced even today. In fact, its crippling effects till June 2022 were duly recognised by the Hon'ble Supreme Court in a suo motu action in which the Hon'ble Supreme Court granted extension in limitation on court filings, let alone construction activities which are more labour-intensive activities. Therefore, it is clear that the timeline for delivery of possession stood extended due to force majeure events and the Respondent is not in breach of any of its obligations.
- xiii. Furthermore, it is submitted that post the resumption of the construction activity, the Respondent had tried its best to resume the pace of work of Project in order to deliver the Complainant's Unit within the stipulated timelines while completing minor snagging/ de-snagging, deep cleaning etc.



- xiv. That apart from the restrictions imposed by the authorities in view of covid 19, various other authorities (including courts, pollution control boards/Air Quality management authorities) also banned construction activities in NCR Region. Vide Order dated 29.10.2018 ban was from 01.11.2018 to 10.11.2018, Order dated 24.12.2018 ban was from 24.12.2018 to 26.12.2018, Order dated 11.10.2019 ban was from 11.10.2019 to 31.12.2019, Order dated 04.11.2019 ban was from 04.11.2019 to 16.11.2019, Order dated 16.11.2021 ban was from 16.11.2021 to 21.11.2021 and Order 24.11.2021 ban period was 24.11.2021 to 20.12.2021 passed by various concerned authorities/courts, banning/ restricting various construction activities such as work time restrictions, use of DG sets at construction sites. These orders could not be anticipated. That total ban period under these orders is 140 days.
- xv. In addition to the above, there were restrictions/ban on construction activities in view of the Stage – III of Graded Response Action Plan (“GRAP”) in NCR region. Total ban period in terms of these orders is 130 days. A table capturing details of all the GRAP Orders banning construction activity in NCR is provided below:

DATE OF ORDER	DATE OF REVOCATION	NUMBER OF DAYS
29.10.2022	14.11.2022	17
04.12.2022	07.12.2022	04
30.12.2022	04.01.2023	06
06.01.2023	15.01.2023	10
02.11.2023	28.11.2023	27
22.12.2023	01.01.2024	11
14.01.2024	18.01.2024	05
14.11.2024	05.12.2024	22
16.12.2024	27.12.2024	12
03.01.2025	05.01.2025	03



09.01.2025	12.01.2025	04
15.01.2025	17.01.2025	04
29.01.2025	03.02.2025	06
		Total - 130

- xvi. At this stage, it will not be out of place to mention that despite facing odds of force majeure events (Covid-19), the respondent continued the construction activities to the fullest permissible extent and proceeded to apply for the Occupation Certificate. Ultimately, the OC was granted on 31.03.2023.
- xvii. Further, pursuant to the grant of the occupation, the respondent offered possession of the Unit to the complainants vide letter dated 13.05.2024. Thereafter, upon completion of all requisite formalities and necessary compliances, the respondent duly handed over physical possession of the unit and execution of conveyance deed was also done in their favour on 27.11.2024 and 11.10.2024 respectively.
- xviii. That since the signing of the AFS and application form, the complainants were aware of the terms and conditions mentioned therein. And despite of the knowledge of aforesaid force majeure events, which are already in public domain, and having agreed to the terms and conditions of the AFS and application form, the complainants have filed present complaint and malafidely seeking interest on alleged delay in offer of possession. The aforesaid is being done in spite of occurrence of "force majeure event" (outbreak of covid 19, declared as force majeure event) and the reasons beyond the control of the developer. The complainants are trying to mislead the Authority by suppressing material facts and stating wrong, incorrect and incomplete facts.



- xix. It is to be noted that the terms and conditions agreed in the AFS do not provide for any relief to the complainants without attributing any breach on the part of the respondent. Thus, the complainants are bound by the aforesaid terms and the law of the land.
- xx. Thus, in view of the aforesaid factual scenario, the respondent cannot be held responsible for any delay in handing over the possession of the unit, in fact, the respondent is taking all the desired steps at its end to secure the interest of its allottees. In light of the same, the present complaint is liable to be dismissed as baseless and misconceived.
- xxi. The present complaint is liable to be dismissed for want of cause of action. In this regard, it is submitted that the terms and conditions of the AFS signed and agreed by the complainants clearly show that the Complainants are not entitled to claim any interest, penalties, compensation for any delay in offer of possession as the respondent is taking every effective step to deliver the Unit. Further, it is submitted that the Authority has already observed that the Project was adversely affected by force majeure events like covid 19 while extending the registration. Thus, in view of the same, the present complaint is liable to be rejected for want of cause of action.
- xxii. The definition of "force majeure" provided in the AFS includes in itself any notices, orders, or rules made/passed by the competent authority. It is respectfully submitted that having agreed to the aforesaid definition; the complainants cannot allege that there has been a breach on the part of the respondent. In fact, when the Authority extended the completion date of the Project, inter alia, invoking Section 6 read with Section 34(f) and 37 of the Act, passing



of such an order is already covered within the definition of "force majeure" as agreed between the parties. Hence, no delay can be attributed up on the respondent in the present complaint, and the same is liable to be dismissed.

xxiii. That the respondent being a customer centric organisation has already acted in the best interest of its customer. Further, in view of the submissions made herein above, it is evident that the present complaint is ridden with false statements, non-disclosures and concealments, thus amounts to abuse of process of law. Hence, the present complaint is liable to be dismissed on this count alone.

xxiv. In the view of the above-mentioned factual scenario, the interest on delay in delivery of possession of the unit sought by the Complainants on basis of the false and frivolous grounds raised in complaint are baseless and are without any substantial proof placed on record by the complainants. Therefore, granting relief in favour of the complainants without being the respondent at default will defeat the letter, intent and spirit of the RERA Act and the legislation, which protects the interest of the allottees as well as the interest of the respondent.

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 those undisputed documents and submissions made by the parties.

E. 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:

E.I Territorial jurisdiction

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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.

E.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) 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;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

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.

F. Findings on the objection raised by respondent:

F.I. Findings on the objection with regard to force majeure circumstances:

13. The respondent-promoter has raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the Hon'ble Punjab and Haryana High court, Hon'ble NGT, shortage of labour, outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondents, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which his construction activities came to stand still, and the said period be excluded while calculating the due date. All the pleas advanced in this regard are devoid of merits. Firstly, the respondent has submitted that due to various orders of the Authorities and Courts, the construction activities came to standstill. The Authority observes that though there have been various orders issued to curb the environment pollution, water shortage, labour shortage etc, but these were for a short period of time and are the events happening every year and the respondent was very much aware of these events. Secondly, the respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic. But all the pleas advanced in this regard are devoid of merit. The Authority has gone through the possession clause 7.1 of the agreement for sale and observed that the respondent/promoter assures to handover the possession of the allotted unit by 30.09.2022. Further, quoting HARERA notification no. 9/3-2020 dated 26.05.2020, the respondent requested for an extension of 6





months in lieu of Covid-19. However, it is observed by the Authority that the booking application form as well as allotment letter had been issued by the respondent in favour of the complainant on 31.08.2020 and agreement for sale was executed between the parties on 05.11.2020, which is after the effect of Covid and hence, grace period is not allowed to the respondent. Thus, the respondent- promoter cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrongs.

G. Findings on the relief sought by the complainant.

- G.I Direct to respondent to hand over the possession of the other amenities promised under the Agreement for sale (including the 'Convenient Shopping' and 'Community Building' and 'dedicated and covered parking space') immediately and without any further delay.**
 - G.II Direct the respondent to pay the delayed possession charges as per section 18 of the RERA 2016 read with Rule 15 of the amount of Rs.1,44,35,753/- paid by the complainants towards the allotment of the unit (i.e., the total price of property less the amount paid towards EDC/IDC and GST.**
 - G.III Direct the respondent to pay the delayed possession charges from due date of delivery provided in the Agreement for sale plus six months on account of the notification issued by the Authority for Covid-19 being a 'force majeure' event (i.e., 30 September 2022 plus six months on account of Covid till the date of handover of the possession of the unit and other amenities promised under the Agreement for Sale (including the Convenient Shopping and Community Building' and 'dedicated and covered parking').**
14. The above-mentioned reliefs sought by the complainants are being taken together, as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
15. In the present complaint, the complainant booked a unit in the project "Godrej Meridien-I", Sector-106, Gurugram, being developed by the

respondent herein and was allotted a unit bearing no. T2-0504, 5th floor, Tower-2, Phase-1, admeasuring area of 102.97sq. mtr. carpet area and 24.12 sq. mtr. exclusive area, comprising 127.09 sq. mtr. (total area) vide agreement executed between the complainants and the respondent on for sale dated 05.11.2020 for the total sale consideration of Rs.1,65,50,173/-.

16. 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."

(Emphasis supplied)

17. As per Clause 7.1 of the agreement for sale dated 05.11.2020, which talks about the possession of the unit to the complainants, the relevant portion is reproduced as under: -:

7.1 Schedule for possession of the said Unit:

The developer agrees and understands that timely delivery of possession of the unit to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.

*The Developer shall offer possession of the units falling in Godrej Meridien Phase I **on or before 30.09.2022** and the units falling under Phase II on or before 30.09.2023. ["Completion Time Period"]...*

[Emphasis supplied]

18. **Due date of handing over possession:** The Authority observes that as per clause 7.1 of the agreement for sale dated 30.03.2022, the respondent/ promoter has proposed to deliver the possession of the said



unit by 30.09.2022. Hence, the due date of handing over possession comes out to be 30.09.2022.

19. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to Section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules. Rule 15 has been reproduced as under.

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

- (1) *For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

20. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

21. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 08.10.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80 %.

22. The definition of term 'interest' as defined under Section 2(z) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which



the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

23. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainants in case of delay possession charges.

24. On consideration of the documents available on record and submissions made by both the parties, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1 of the agreement for sale dated 05.11.2020. The respondent assures to offer the possession of the unit on or before 30.09.2022. Therefore, the due date of handing over of possession comes to be 30.09.2022.

25. In the present case, the complainant was offered possession by the respondent on 13.05.2024 i.e., after obtained occupation certificate on 31.03.2023 from the competent authority. Further, the registered conveyance deed was also executed in favour of the complainant on 11.10.2024 and physical possession of the unit was taken over by the complainant on 27.11.2024. The respondent has failed to handover possession of the subject unit within prescribed time. Accordingly, the



Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the agreement for sale executed dated 30.03.2022 executed between the parties.

26. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 31.03.2023. The respondent offered possession of the unit in question to the complainant only on 13.05.2024. So, it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This two month of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that that the delay possession charges shall be payable from the due date of possession i.e., 30.09.2022 till the date of offer of possession i.e., 13.05.2024 plus two months i.e., 13.07.2024.

27. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.09.2022 till valid offer of possession i.e., 13.05.2024 plus two



months i.e., 13.07.2024, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

H. Directions of the authority

28. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- I. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 30.09.2022 till the date of offer of possession i.e., 13.05.2024 plus two months i.e., 13.07.2024, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.
- II. The complainants are directed to pay outstanding dues if any remain, after adjustment of delay possession charges within a period of next 30 days.
- III. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges within a period of 30 days from date of this order.
- IV. The respondent-builder is directed not to charge anything which is not part of agreement for sale.
- V. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondents/promoters which is the same rate of interest which the promoter shall be liable to pay



the allottees, in case of default i.e., the delayed possession charges as per section 2(z) of the Act.

29. Complaint stands disposed of.

30. File be consigned to registry.



Phool Singh Saini
(Member)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.10.2026



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