BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 632 of 2022

Date of Decision: October 16,2026

Ritu Umesh and Umesh Kumar Prabhakar, Both R/o #997, Sector17, Faridabad121002

...Appellant-allottees

Versus

1. M/s BPTP Limited

2. M/s Countrywide Promoters Pvt. Ltd.

3. M/s BPMS P Ltd.

All having its Regd.Office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad, Haryana-121004

...Respondent-promoters

Coram:

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

Present: Mr. Umesh Kumar Prabhakar,
Appellant in person.

Mr. Hemant Saini, Advocate,
for the respondents.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 10.05.2022 passed by the Authority[1] at Panchkula. Operative part thereof reads as under:

> *"6. Respondent shall issue a fresh statement of accounts in terms of directions issued in this order within 30 days duly incorporating therein amount of delay interest of Rs. 17,24,403/- and complainant shall take possession of his unit after paying balance dues, if any within 30 days of receipt of statement of accounts.*
>
> ***Disposed of*** *in above terms.File be consigned to record room."*

[1] Haryana Real Estate Regulatory Authority, Panchkula.

2. Factual matrix of the case is that the appellant-allottees had booked unit no. AVE-28-SF measuring 1402 sq. ft. in respondent-promoter's project Park-81, Sector 81, Faridabad on 16.03.2010 and the said unit was allotted to them on the same date. Floor Buyer Agreement was executed between the parties on 23.09.2010 and the due date of possession was 22.03.2013. The appellant-allottees had opted for construction linked plan and paid an amount of Rs. 36,76,502.04 up to 19.06.2015 against the basic sale price of Rs. 27,84,007/-. The respondent-promoters offered possession on 18.05.2015 along with a demand of Rs. 8,55,078.03, whereafter the appellant-allottees protested by e-mail dated 17.06.2015 on the ground that no occupation certificate had been granted to the project and thus, lawful possession could not be delivered. The appellant-allotteesalso disputed demands towards cost escalation, club membership charges, electrification/STP charges and EEDC, and thereafter instituted Complaint No. 1165 of 2021 before the Authority seeking possession with delay interest and other ancillary reliefs.

3. The respondent-promoters contended before the Authority that delay in delivery of possession had been caused due to force majeure conditions and that the complainants had committed defaults in making payments. It was further pleaded that possession had been duly offered on 18.05.2015 after completion of construction, that occupation certificate in respect of the project was received on 06.10.2018, and that the various charges raised were in terms of the agreement or otherwise justified.

4. After considering rival contentions of the parties, the Authority disposed of the complaint vide impugned order, operative part whereof has been reproduced in para 1 of this order.

5. Aggrieved by the impugned order, the appellant-allottees preferred the instant appeal before this Tribunal stating that the Authority has erred by confining the delay possession interest to the period ending on 06.10.2018, i.e. the date of occupation certificate, whereas according to the appellant-allottees

delay possession charges were liable to run till the date possession was actually handed over by the promoter.

6. We have heard the learned counsel for the parties and carefully examined the record of the case.

7. Admittedly, appellant-allottees are in possession of unit, as recorded in order dated 14.08.2023. The only surviving issue is the date up to which the respondent-promoter is liable to pay delay-possession charges.

8. The question, however, is whether delay possession charges had to stop on 06.10.2018 merely because the respondent was granted occupation certificate on that date.

9. From a perusal of the record, it is apparent that the promoter was granted Occupation Certificate on 06.10.2018and offered possession of the unit to the allottees on 14.05.2021. We find that offer of possession dated 14.05.2021 is a 'valid offer of possession'. Had the allottees acted promptly, they could have taken possession immediately and protracted litigation could have been avoided. During pendency of the proceedings, the promoter was asked to consider whether possession could be delivered to the allottees. Possession was ultimately delivered with the indulgence of this Tribunal. It appears that the allottees were reluctant to take possession probably for the reason that further delay would entitle them to more compensation. As expected, they raised the plea that they should be granted DPC till the date of handing over of possession despite the fact that valid offer of possession was made to them on 14.05.2021.

10. Under these circumstances, this Bench feels that there would be no justification in granting DPC to the allottees beyond the period when possession was offered to the allottees. It is evident that the allottees never thought it fit to pose any challenge to the offer of possession dated 14.05.2021. Thus, the allottees would be entitled to DPC from due date of possession i.e. 22.03.2013till valid offer of possession i.e. 14.05.2021 plus two months.

11. The appeal is partly allowed in above terms. Ordered accordingly.

12. Copy of this order be sent to the parties/their counsel and the Authority.

13. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 16,2026/mk