



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

|                         |             |
|-------------------------|-------------|
| Complaint no.:          | 855 of 2025 |
| Date of filing.:        | 27.06.2025  |
| Date of first hearing.: | 05.08.2025  |
| Date of decision.:      | 03.09.2026  |

Sandeep Gera S/o Sh. V.P. Gera  
R/o 27 M, Punjabi Mohalla  
Zamrudpur, New Delhi

....COMPLAINANT

VERSUS

M/s BPTP Limited  
28, ECF House, first floor, K.G. Marg  
New Delhi-110001

....RESPONDENT

**CORAM:** Parneet Singh Sachdev

**Chairman**

Nadim Akhtar

**Member**

Dr. Geeta Rathee Singh

**Member**

Chander Shekhar

**Member**

**Present: -** Mr. Sandeep Gera, Complainant through VC.

Mr. Tejeshwar Singh, Counsel for the respondent through VC.

*W*

**ORDER (PARNEET S. SACHDEV-CHAIRMAN)**

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

**A. UNIT AND PROJECT RELATED DETAILS**

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

| S.No. | Particulars                    | Details                                |
|-------|--------------------------------|----------------------------------------|
| 1.    | Name of the project.           | Parkland, Faridabad.                   |
| 2.    | Nature of the project.         | Residential                            |
| 3.    | RERA Registered/not registered | Not Registered                         |
| 4.    | Details of unit.               | Plot no. J-7-52, Block J, 250 sq.yds.. |

|     |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.  | Date of builder buyer agreement with complainant   | 30.11.2006                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6.  | Due date of possession                             | 30.11.2008                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 7.  | Possession clause in BBA ( Clause 22.1- 24 months) | <i>22.1 That the possession for the said Plot as proposed to be delivered by the Seller/Confirming Party to the purchaser(s) within about 24 months from sanctioning of the Service Plans of the entire colony, simultaneous to execution of sale deed subject however to Force Majeure and the Purchases(s) making all payments within the stipulated period and complying with the terms and conditions of this agreement.</i> |
| 8.  | Total sale consideration                           | ₹ 18,62,500/-                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9.  | Amount paid by complainant                         | ₹ 21,36,626/-                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10. | Offer of possession.                               | 10.08.2009                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 11. | Date of Maintenance Agreement                      | 18.09.2009                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12. | NOC for physical possession                        | 13.08.2010                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 13. | Date of conveyance deed                            | 30.11.2014                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 14. | Part Completion Certificate/Completion             | Not obtained.                                                                                                                                                                                                                                                                                                                                                                                                                    |



|     |                                                             |            |
|-----|-------------------------------------------------------------|------------|
|     | Certificate                                                 |            |
| 15. | Letter issued by respondent for physical possession of unit | 13.03.2024 |

### **B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT**

3. "That the Complainant, Sandeep Gera S/o sh. V.P. Gera, is the original allottee of Plot No. J7-52 in BPIT Parkland Plots, Sector-84, Faridabad, Haryana. The Respondent developed a large colony spanning several acres in the said sector.
4. That the respondent issued a booking offer letter dated 09.10.2005 titled "Offer of Booking Against Your Provisional Registration for Plot-250 SQYD," in which the Complainant participated. Subsequently, a Call Letter for Allotment was issued on 09.10.2006 for a 250 Sq. Yds. plot in "PARKLANDS," Faridabad. The Complainant was finally allotted Plot No. J7-52, measuring 209.03 Sq. Mtr. (250 Sq. Yds.), under an instalment payment scheme, with the Application for Allotment executed on 14.10.2006.
5. That the Plot Buyer's Agreement (PBA) was executed between the parties on 30.11.2006. As per Clause 22.1 of the PBA, possession was to be offered within 24 months from the date of execution, i.e., by 30.11.2008. However,

the Respondent failed to complete the project and provide ready-to-move-in possession within the stipulated period. The term "ready-to-move-in possession" entails essential amenities such as sewerage, electrification, STP, roads, and other approved infrastructure, which remain incomplete. Despite this, the Respondent executed a Conveyance Deed on 30.11.2014 and began charging maintenance fees from 2010, even though basic facilities like electricity and water were unavailable.

6. That the project remains incomplete and unsuitable for possession due to multiple deficiencies, including the absence of proper road connectivity, internal roads, streetlights, parks, and horticulture. The site remains in a raw state, with only temporary roads and soil filling. The Respondent has been issuing maintenance and electricity bills quarterly and, in a recent communication, stated that possession would be offered on an "as is where is" basis from 01.04.2024. The Complainant has faced significant hardship due to the delay, having to rent accommodation since 2009.
7. That the Complainant seeks delay compensation as per Rule 15 of the HIREA Rules, 2017, calculated at SBI MCLR + 2% (10.75%), until the project is completed, and a completion certificate is obtained.
8. That the Respondent has failed to fulfill its contractual obligations by not delivering possession with basic amenities as agreed. The Complainant, having been allotted Plot No. J7-52 on 14.10.2006 and executing a



Conveyance Deed on 30.11.2014, continues to face delays and deficiencies. The project lacks critical infrastructure, and the Respondent's insistence on handing over the plot in its current state is unjust.

9. That while the respondent has formally handed over physical possession on 13.03.2024, the development remains critically incomplete as the Completion Certificate has not been issued by DTCP to date. The basic infrastructure including paved roads, functional streetlights, proper footpaths, Sewage Treatment Plant (STP) and other essential amenities remain conspicuously absent, rendering the possession merely notional rather than habitable as contractually promised. This constitutes a clear violation of Clause 22.1 of the Plot Buyer's Agreement which guaranteed ready-to-move-in possession with all necessary civic infrastructure.
10. The project's incomplete status renders it uninhabitable, with no proper roads, utilities, or landscaping. The Respondent's demand for holding charges from 01.04.2024, despite these shortcomings, is unreasonable.
11. The Complainant has consistently followed up with the Respondent regarding these issues but has been unable to secure possession of a habitable plot.
12. The Complainant reiterates the request for delay compensation under HIRERA rules until the project is completed with all necessary amenities.

13. That Clause 22.3 of the agreement delays with delay compensation. The relevant portion of the clause is reproduced below:

**“22. Possession**

*22.1 That the possession for the said Plot as proposed to be delivered by the Seller/Confirming Party to the purchaser(s) within about 24 months from sanctioning of the Service Plans of the entire colony, simultaneous to execution of sale deed subject however to Force Majeure and the Purchaser(s) making all payments within the stipulated period and complying with the terms and conditions of this agreement.*

*22.2 That the Purchaser(s) shall make all payments, get the Conveyance Deed executed & registered and take possession of the said Plot within 30 days of the Seller/Confirming Party dispatching a Written Notice the Purchaser(s) for this purpose. If the Purchaser(s) neglects or fails to take possession of the said Plot and/or get the conveyance deed executed for the said Plot within 30 days from the date of Notice for any reason whatsoever, the Purchaser(s) will be deemed to have received possession of the said Plot. In such an event, the said Plot shall lie at the risk and cost of the Purchaser(s) and the Purchaser(s) shall be liable to pay Holding Charges @Rs.6/- per sq. mtr. per month for the period the Purchaser(s) does not take actual physical possession of the said plot at the rate decided by the maintenance agency. Such Holding Charges shall be payable by the Purchaser(s) on the expiry of the Notice period of 30 days as aforesaid. The Holding Charges shall be in addition to the amount payable by the Purchaser(s) as his/her/their share of the Govt., or Municipal taxes maintenance or other administrative charges, on a proportionate basis, as determined by the Seller/Confirming Party or the maintenance agency, until the Purchaser(s) has taken actual physical possession.*

*22.3 However, in case the Seller/Confirming Party fail to offer possession of the plot within the time stipulated hereinabove, but subject to Force Majeure circumstances, Seller/Confirming Party shall also be liable to pay the Purchaser an amount of Rs. 6/- per sq. mtr. per month for period of such delay.”*

14. Feeling aggrieved, present complaint has been filed.”



### **C. RELIEF SOUGHT**

15. That the complainant seeks following relief and directions to the respondent:-

- i. Direct the respondent to pay complainant the delay compensation charges w.e.f from 30.11.2008 as per prevailing Rule 15 of HRERA Rules, 2017 i.e. SBI MCLR +2% (10.75%) HRERA regulations.
- ii. Compensation for the delay until the completion certificate is obtained, as per the provisions of Rule 15 under the RERA Act, particularly Section 11(4)(b), states that both the Completion Certificate (CC) and the Occupancy Certificate (OC) are mandatory for handing over possession.
- iii. Direct the respondent to pay the complainant Rs 8,00,000/- (Rupees Eight Lac Only) for mental agony/harassment and for deficiency of service and Rs 50,000/- (Rupees Fifty Thousand only) towards cost of legal expenses; and
- iv. Pass any other order(s)/ Direction(s) that this Hon'ble Court may deem fit and proper in the present facts and circumstances.

### **D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

Learned counsel for the respondent filed detailed reply on 14.01.2026 pleading therein:

16. That the complainant being interested in making an investment approached the respondent and made a request for making a booking of a plot in the real estate project known under the name and style of 'Parklands'. A copy of the booking form is annexed as Annexure R-1.
17. That the Complainant was allotted plot no. 17-52, Block J7 tentatively admeasuring 250 sq. yds., and consequently, a Plot Buyer's Agreement dated 30.11.2006. The copies of the Allotment Letter and the Plot Buyer's Agreement dated 30.11.2006 are annexed and marked as Annexure R2(Colly).
18. At this stage, it is pertinent to highlight that the relationship between the parties was purely contractual and flowed from the explicitly agreed terms and conditions of the Agreement. It is not germane to mention that the fact of execution of the Agreement has been duly noted by the Complainant himself. Hence, the absolute applicability of the same needs to be noted in the present case.
19. Moreover, as per the Agreement, the possession was proposed to be handed over to the Complainant within 24 months from sanctioning of the service plans of the entire colony, simultaneous to the execution of the sale deed. However, the said date and period were subject to the purchaser(s) having timely payment of installments and force majeure circumstances. The possession of the unit was also subject to a number of force majeure circumstances due to which the Respondent was gravely hindered, despite



which, the construction was carried on, with no additional cost to the Complainant. Despite all the force majeure circumstances, the Respondent had duly completed the development of the Unit and offer the possession of the unit to the Complainant on 10.08.2009. The Respondent earnestly requested the Complainant to complete the payment and take possession of the unit. A copy of the offer of possession dated 10.08.2009 is annexed as Annexure R3.

20. That the Complainant made the payment of all the dues willingly, voluntarily, and without any protest or demur. The Complainant had willingly, voluntarily, and on his own volition, made the complete payments against the unit and subsequently executed the conveyance deed on 05.12.2014. A copy of the No objection certificate for giving possession dated 13.08.2010 is annexed as Annexure R-4. A copy of the conveyance deed dated 05.12.20214 is annexed as Annexure R-5.

21. That the Complainant physically verified the unit and after their complete satisfaction executed the conveyance deed, the contract between the Parties stands concluded in Dec 2014 and no cause or issue arises at this stage. The present case has been filed in utter disregard to the established principles of law and under no circumstance, should the present Complaint be allowed. The offer of possession has been made as per the terms of the Agreement for sale. There was no assurance of any manner whatsoever with respect to the

handover of the possession of the Plot only after obtaining the completion certificate.

22. That the Respondent consistently and repeatedly contacted the Complainant to take physical possession of Plot No. J7-52. Despite numerous communications, reminders, and opportunities extended over several years, the Complainant deliberately failed and neglected to come forward for taking possession of the said plot and collection of the Conveyance Deed executed between the parties. It was only after an unexplained and prolonged delay that the Complainant approached the Respondent and expressed willingness to take physical possession on 13.03.2024. Copies of the email communications evidencing the Respondent's continuous efforts and the Complainant's inaction are annexed as Annexure-6(colly).

23. That the parties are bound by the bilateral agreement entered between the parties, willingly and voluntarily. That in the entire course of the contractual as well as the commercial relationship between the parties, at no point in time whatsoever, did the Respondents make any assurance or represent that the offer of possession shall be made after the receipt of the completion certificate. The terms and conditions revolving around the possession of the Plot are enumerated under Clause 22.1 of the agreement.

24. That there is no provision requiring the handover of possession only after obtaining completion certificate; rather Clause 7.2 (A) of the Model Agreement of IIRERA Rules, 2017 categorically notes the non-mandatory



nature of grant of completion certificate prior to the handover of possession.

This I.d. Authority cannot go beyond its own provisions.

25. That respondent in due compliance had per said clause offered possession of the plot vide offer of possession dated 10.08.2009, i.e. post the completion of all services in the project in question.
26. That the offer of possession has been made in accordance with the terms of the Agreement for Sale. Under this agreement, the conditions for possession are noted under clause 22, which has been reiterated above. That neither under the said clause 22, nor under any other provision of the entire Agreement, has it been agreed that the possession shall be handed over only post receipt of the completion certificate.
27. That without prejudice to the same, it is most humbly submitted that all the essential services have been completed in the Project. The following can be noted in this regard:
- Zoning plan was received vide drawing no. DG.TCP-3816-ix dated 24.06.2013. A copy of the zoning plan is annexed herewith as Annexure R7.
  - There is Proof of availability of power in the Project.
  - The water connection has been received from the concerned department. The lines for the said water connection have been levied by the Respondents and there is complete availability of water.
  - The storm water connection has also been obtained from the competent department.

-The compliance with respect to the horticulture has also been duly laid by the Respondents.

-The Plot and the Project were ready to be occupied, which is also evident from the pictures. The proof of availability of Power, water connection, horticulture and Pictures of the plot are annexed as Annexure R8(Colly).

28. Moreover, the Chief Engineer Report also certified that all the services were completed at the project site. That, without prejudice, is also relevant to mention herein that the Respondent had already applied for grant of completion certificate on 07.01.2014. A copy of the Chief Engineer's Report is annexed as Annexure R9. A copy of the Completion Certificate dated 07.01.2014 is annexed as Annexure R10. That the aforementioned, ex facie, show the complete availability of the essential services, which evidence that the Project is in a perfectly habitable condition with all essential services available at site.

29. That it is also submitted that prior (Regulation to the promulgation of Real Estate (Regulation and Development) Act, 2016, the Department of Town & Country Planning, Haryana, Chandigarh, through the office of Director General, had issued office orders, circulars etc., to regulate the processing and requirements of legal issues relating to the construction on residential plots by individual Plot Holders as well as Developers.

30. That the basic requirement of an individual Plot owner, construct the house over a plot was to fulfil certain conditions and could without any further delay.
31. That the project is covered under the Self- Certification Scheme dated 16.03.2010. As per the Self- Certification Policy, any person intending to erect or re- erect any building in a residential/industrial licensed plotted colony may apply under Rule 39 (1A)(i) of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965, to the Director DTCP for approval of building plans by giving fifteen days' notice to the Director or Officers of the DTCP delegated with powers for approval of building plans intimating the date of start of construction. The construction -can be started after fifteen days, in case any objection Accordingly, is it is not for conveyed the individual the Plot applicant. Owners to initiate construction basis the Self Certification Scheme which came into effect on 01 November 2011. Further, under the Self Certification Scheme, OC will be granted to the of the individual Plot Owners based on compliance of approved Building Plans of the Plot Owners. A copy of the Haryana Govt. Gaz. Extra. Mar 16, 2010, (Phgn.25,1931 Saka) Haryana Government Town and Country Planning Department Notification dated 16 March 2010 is annexed and marked as Annexure R11.
32. That the contract between the Parties stands completed with the completion of the execution of the conveyance deed dated 05.12.2014.

33. That after the happening of the above-mentioned, there remained no obligation of the Respondent in respect to the Agreement and all the rights and obligations between the Complainant and the Respondent stood fully and finally satisfied, latest by 05.12.2014 as noted above. Thereafter, neither was there any continuing relationship, and nor any cause of action remained between the Complainant and the Respondents, and the present Complaint has been filed in utter disregard to the same.
34. The Complaint is barred under the doctrine of estoppel by Deed and estoppel by conduct: As noted above, not only did the Complainant make the payments without any protest and executed conveyance deed, after having done his own inquiries and being completely satisfied in all respects, hence the present Complaint is barred by the doctrine of estoppel in the following manner:
- The conduct of the Complainant of making the complete payments without any protest makes the Complaint barred by the doctrine of estoppel by conduct;
  - The fact of willful execution of the conveyance deed dated 05.12.2014 noting the complete, full, and final satisfaction of the Complainant in all respects making the Complaint barred by the doctrine of estoppel by deed.
35. The payment proof is already a part of record and has also been noted above. Additionally, the clause 3 of conveyance deed dated 05.12.2014 need to be categorically noted, which highlights the complete satisfaction of the

22

Complainant in all respects. Complainant is estopped from making any claims of any sort including but not limited to amount having been paid and the area of the unit.

36. That the present complaint is being filed by the complainant after 10 years 6 months and 2 days of the execution of conveyance deed and hence is barred by limitation. Complainant has been sleeping over his rights and hence no equity can be granted in favor of complainant.

#### **E. ADDITIONAL DOCUMENTS FILED BY THE PARTIES**

37. Rejoinder filed by the complainant in registry on 15.05.2026 whereby plea/submissions of respondent have been denied stating that RERA Act does not prescribe any limitation for filing of complaint. Respondent has not yet received the completion certificate which is mandatory under Section 11 (4) of RERA Act, 2016. Complainant physically took the possession of the plot only on 13.03.2024. Period of delay is approximately 15 years and 3.5 months (from 30.11.2008 to 13.03.2024).

#### **F. ARGUMENTS OF COUNSEL FOR COMPLAINANT AND RESPONDENT**

38. I.d. counsel for the parties reiterated the submissions as made in their written pleadings. Respondent has stated that complainant was called several times for taking possession of plot but he did not come forward for same. Complainant reiterated the points mentioned in the complaint.

## **G. ISSUES FOR ADJUDICATION**

39. Whether the complainant is entitled to the reliefs sought or not? If Yes, the quantum thereof.

## **H. FINDINGS AND OBSERVATIONS OF THE AUTHORITY**

40. At the outset, respondent has taken an objection that complainant had executed a conveyance deed dated 05.12.2014 and therefore, the transaction between the complainant and the respondent has been concluded and no right or liability can be asserted by respondent or the complainant against the other. Therefore, the complainant is estopped from claiming any interest in the facts and circumstances of the case. At this stage, it is important to look at the definition of the term, deed, itself in order to understand the extent of the relationship between an allottee and promoter. A deed is a written document or an instrument that is sealed, signed and delivered by all the parties to the contract (buyer and seller). It is a contractual document that includes legally valid terms and is enforceable in a court of law. It is mandatory that a deed should be in writing, and both the parties involved must sign the document. Thus, a conveyance deed is essentially one wherein the seller transfers all rights to legally own, keep and enjoy a particular asset, immovable or movable. In this case, the asset under consideration is immovable property. On signing a conveyance deed, the original owner transfers all legal rights over the property in question to the buyer, against a valid consideration (usually monetary).



Therefore, a conveyance deed, or 'sale deed' implies that the seller has signed a document stating that all authority and ownership of the property in question has been transferred to the buyer.

41. From above, it can be said that taking over the possession and thereafter execution of the conveyance deed can best be termed as respondent having discharged its liabilities as per the buyer's agreement and upon taking possession, and/or executing conveyance deed, the complainant never gave up his statutory right to seek delayed possession charges.

42. It is noteworthy to mention here that in Appeal no. 272, 273, 274 of 2019 titled as Manju Arya vs M/s TDI Infrastructure Pvt Ltd, Hon'ble Haryana Real Estate Appellate Tribunal, Chandigarh vide order dated 19.01.2021 has observed that the cause of action which had already accrued to the allottee against the promoter due to non-fulfilment of the obligations as per the agreement for sale shall not stand extinguished with the execution of the conveyance deed. Whatever statutory rights had accrued to the allottee prior to the conveyance deed cannot be defeated with the subsequent execution and registration of the conveyance deed. Relevant part of the order is reproduced below:

*"18. As far as appeal no.273 of 2019 is concerned, no doubt, the conveyance-deed was already executed and registered on the date of filing the complaint no.718 of 2018. But, in our view the execution and registration of the conveyance-deed will not absolve of the promoter of the liability which had accrued before the execution and registration of the conveyance-deed. The moment the delay has occurred in the delivery of possession, the statutory right to claim the compensation had occurred to the appellant*

*which cannot be subsequently extinguished with the execution and registration of the conveyance-deed.*

19. The learned Adjudicating Officer has referred to Section 11 sub section 4 (a) of the Act to dislodge the claim of the appellants which reads as under: -

"11. Functions and duties of promoter.

(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: Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed

20. As per the aforesaid provision of law, the promoter shall be responsible for all the obligations, responsibilities and functions under the provisions of the Act or the rules and regulations made thereunder or to the allottees as per the, agreement for sale till the conveyance of all the apartments, plots or buildings, as the case may be. This provision does not say that the cause of action which had already accrued to the allottee against the promoter due to non-fulfilment of the obligations as per the agreement for sale shall stand extinguished with the execution of the conveyance-deed. Whatever statutory rights had accrued to the allottee prior to the conveyance-deed, cannot be defeated with the subsequent execution and registration of the conveyance-deed.

21. The Hon'ble Apex Court in case *Wg. Cdr. Arifur Rahman Khan and Ors. Vs. DLF Southern Homes Pvt. Ltd. and Ors.* 2020(3) RCR (Civil) 544 has laid down as under: - "The developer in the present case has undertaken to provide a service in the nature of developing residential flats with certain 15 had Complaint No.808/2020 amenities and remains amenable to the jurisdiction of the Consumer Fora. Consequently, we are unable to subscribe to the view of the NCDRC that flat purchasers who obtained possession or executed Deeds of Conveyance have lost their right to make a claim for compensation for the delayed handing over of the flats."

22. Thus, the Hon'ble Apex Court has categorically laid down that the purchasers will not lose their right to claim compensation for the delayed handing over of the unit on the ground that the possession has been delivered and deed of conveyance has been executed. This authority is squarely applicable to the controversy in hand.

23. Even though this judgment has been rendered by the Hon'ble Apex Court under the Consumer Protection Act, 1986 but the principle of law laid down

by the Hon'ble Apex Court in the aforesaid judgment will also be applicable to the cases under the Act. Thus, we are of the considered opinion that mere execution of the conveyance-deed by the respondent/promoter qua plot no.663, Block no.1, TDI City at Kundli, Sonapat, Haryana (Complaint No.718/2018, Appeal No.273/2019) will not extinguish the right of the appellant/allottee to claim the compensation which had already accrued to her much before the execution of the conveyance-deed."

Also, the para 35 of judgment dated 24.08.2020 titled as Wg. Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. (now Known as BEGUR OMR Homes Pvt. Ltd.) and Ors. (Civil appeal no.6239 of 2019) is reproduced herein below:

"35. The flat purchasers invested hard earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the consumer forum by seeking a Deed of Conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the Deed of Conveyance pending protracted consumer litigation."

43. Authority observes that the complainant/allottee has invested his hard-earned money and there is no doubt that the promoter has been enjoying benefits of it. Next step thereafter is to get their title perfected by executing a conveyance deed which is the statutory right of the allottee. Also, the obligation of the developer promoter does not end with the execution of a conveyance deed. The essence and purpose of the Act was to curb the menace created by the developer/promoter and safeguard the interests of the allottees by protecting them from being exploited by the dominant position of the developer which he thrusts on the innocent allottees. Therefore, in furtherance to the Hon'ble Apex Court judgment and the law laid down in the Wg. Cdr. Arifur Rahman (supra), this Authority holds that even after execution of the

conveyance deed, the complainant cannot be precluded from his right to seek delay possession charges from the respondent-promoter. Keeping in view the aforesaid discussion, it is decided that the complaint is maintainable. However, the reliefs sought by the complainant have to be evaluated on basis of other principles like delay and laches, applicable of statutory provisions etc.. Same has been dealt below at length in further paragraphs.

44. Factual matrix of the case is that a unit was booked by the complainant in the project being developed by the respondent namely "Parklands" situated at Faridabad, Haryana in the year 2005. Builder buyer agreement for plot no. J-7-52 having area 250 sq. yds, was executed between the parties on 30.11.2006. In terms of clause 22.1, the possession of the unit was to be delivered within a period of 24 months from the date of sanctioning of service plans. An amount of ₹ 21,36,626/- has been paid by the complainant against the sale consideration of ₹ 18,62,500/-.

45. As per clause 22.1 of the builder buyer agreement, possession of the unit was to be delivered within 24 months from date of sanctioning of service plans of the entire colony. At the outset, it is relevant to comment with regard to clause of the agreement where the possession has been subjected to sanction of service plan. Drafting of this clause is vague and uncertain and heavily loaded in favour of the promoter. Incorporation of such clause in the plot buyer agreement by the promoter is just to evade the liability towards timely delivery of the unit and to deprive the allottee of his right accruing after delay in delivery



of possession. The respondent in its reply has not provided the date of sanction of service plans of the colony. Thus, the contention of the respondent to calculate deemed date of possession from the date of sanction of service plans is rejected. In light of these facts, the deemed date of possession is being calculated from the date of execution of floor buyer agreement, which comes out to 30.11.2008.

46. It is pertinent to highlight the 'Sequence of events' of the present case for better adjudication of claim of complainant. Same is incorporated in the table below:-

| Sr. No. | Letters/correspondences/Payments                                        | Issued/relied by           | Contents of the documents                                                                                  |
|---------|-------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------|
| i.      | Booking amount paid by complainant on 21.09.2005                        | Complainant                | Receipt issued on 21.09.2005 by respondent for an amount of ₹ 4,00,000/-. Annexed at page 26 of complaint. |
| ii.     | Allotment of plot no.J-7-52 dated 12.05.2007                            | Respondent                 | Allotment letter annexed as Annexure R-2                                                                   |
| iii.    | Plot buyer agreement between complainant and respondent                 | Complainant and respondent | Copy of agreement annexed in complaint as Annexure C-5. In reply, it is annexed as Annexure R-2.           |
| iv.     | Deemed date of possession works out to 30.11.2008 as per clause 22.1 of |                            |                                                                                                            |



|      |                                                                                                |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------|------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | agreement. (Refer para 45 of this order)                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| v.   | Offer of possession issued on 10.08.2009.                                                      | Complainant and respondent | Copy of offer of possession annexed at Annexure C-7 to complaint as well as R-3 to reply.<br><br>Said offer was accompanied with demand of ₹ 3,07,694/- inclusive of ₹ 1,11,500/- for stamp duty charges and ₹ 12,700/- for conveyance deed registration charges. Amount was to payable upto 10.09.2009.                                                                                                                                                                                                                                                                                   |
| vi.  | Complainant paid the amount of ₹ 1,84,338/- on 05.09.2009.                                     | -----                      | Receipt issued on 05.09.2009 annexed at page 98-99 of complaint.<br><i>(Amount was paid within stipulated time. Amount did not include charges for stamp duty)</i>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| vii. | Maintenance and service agreement executed between BPMS Pvt Ltd and complainant on 18.09.2009. | Complainant                | Copy of agreement is annexed at page 101 of complaint.<br>Relevant clauses of agreement.<br><i>Clause E. Whereas the plot buyer has agreed to deposit and keep deposited with BPTP Ltd or its nominated maintenance agency as maintenance security deposit at the rate of Rs 200/- per sq. yds per plot and to pay maintenance charges to be decided by the maintenance agency.</i><br><br><i>Clause 1. BPMS will provide its services from the 30 day of offer of possession of plot i.e. 10.08.2009. It is understood that in the event, the plot buyer agreement has failed to take</i> |



|       |                                                                                                                               |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                                                                                                                               |                             | <p><i>possession of the said plot on the date specified in the possession notice to the plot buyer, the plot buyer shall be liable to pay maintenance charges.</i></p> <p><b>(Maintenance charges for month of October 2010 and November 2011 was paid by complainant was paid by complainant vide receipt dated 11.10.2010 and 29.11.2011 annexed at page 117 and 120 of complaint file).</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| viii. | NOC for giving possession of plot no. J-7-52, Block J measuring 250 sq. yds. was issued by respondent in favor of complainant | Complainant and respondent. | <p>NOC dated 13.08.2010 annexed at page 115 of complaint file. Relevant content of the NOC is as follows:-</p> <p><i>"We hereby confirm that you have deposited all the due amounts as per the statement of accounts sent to you vide our letter dated 10-Aug-09, under which we offered possession of the aforesaid plot to you and you have duly executed Indemnity cum undertaking and maintenance agreement with us. You are requested to take possession of the aforesaid plot from our site office at Sector-85, Parklands Faridabad and contact Mr. A.N Sinha (Mobile no. xxxxxx393), who will handover the possession of the aforesaid plot on submitting this NOC in original to him. As mentioned in the offer of possession letter dated 10-Aug-09, the sale deed shall be executed only after the revised external development charges and stamp duty charges, as calculated by us, are paid"</i></p> |
| ix.   | Letters for execution of conveyance deed and payment of revised IDC issued by respondent to                                   | Complainant                 | <p>Letters dated 31.01.2012 and 13.02.2012 are annexed at page no. 121 and 123 of complaint file.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|     |                                                                 |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|-----------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | complainant.                                                    |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| x.  | Stamp duty charges of ₹ 1,46,650/- were paid by complainant.    | Complainant                 | Receipt issued on 13.03.2012 annexed at page 131 of complaint.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| xi. | Conveyance deed executed in favor of complainant on 05.12.2014. | Complainant and respondent. | <p>Copy of conveyance deed annexed as Annexure C-15 to complaint and Annexure R-5 to reply.</p> <p>Relevant clauses</p> <p><i>Clause 1 That consideration of Rs 25,73,750/- which has been willingly paid by the Vendee to the Vendors the receipt whereof hereby acknowledged by the vendors, the vendors do hereby grant, convey, and transfer unto the vendee all that piece and parcel of land comprising plot bearing no. J-7-52 in Block-J parklands, Sector-84, Faridabad more specifically shown in the site plan annexed herewith as Annexure-A, together with all rights, easements and advantages, appurtenant to the said plot subject to the exceptions, reservations, conditions and covenants contained herein. The vendee is entitled to hold, use, and enjoy the said plot in the manner permitted by the DGTCP without any hindrance or claim from the vendors except as mentioned herein.</i></p> <p><i>Clause 3-That the vacant and actual physical possession of said plot has been handed over by the vendors to the vendee and the vendee has taken over the physical possession of same after a detailed inspection of the said plot including but not limited to its area, location, dimensions etc. and the vendee does not have any objection and is fully satisfied with</i></p> |



|       |                                                                                                                                                                                                |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                                                                                                                                                                                                |             | <p><i>the said plot. Since, the vendee has completed due diligence of the said plot to his complete satisfaction and therefore, it undertakes not to raise any dispute/claim/whatsoever either in present or in future against the vendors. The vendee confirms and agrees that the vendee shall be fully responsible for the said plot including maintaining possession of the said plot.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| xii.  | No communication/letter/correspondence between the parties during the years ranging from 2014-2025 w.r.t pertaining to issue of delay interest.                                                |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| xiii. | Letter for physical possession letter of plot issued by respondent to complainant on 13.03.2024.                                                                                               | Complainant | <p>Physical possession letter of plot dated 13.03.2024 annexed at page 180 of complaint file. Relevant content of the letter is as follows:-</p> <p><i>"The developer has duly handed over the physical vacant possession of the plot to the complete satisfaction of the allottee.</i></p> <p><i>I/We the allottee of the aforesaid plot, hereby confirm and declare that after due inspection I/We have taken exclusive, peaceful, physical, vacant possession of the plot, as per the details stated below to my/our complete satisfaction and I/We shall henceforth have no claim against the developer of any nature whatsoever in respect of the size, measurement, location, charges etc. of the plot in terms of the plot buyers agreement. I/We have taken over the physical possession of the plot which is free from any type of encroachment and henceforth I/We shall be fully responsible for the same."</i></p> |
| xiv.  | No letter/communications w.r.t to handing over of possession and payment of delay interest from date of CID 2014 to filing of this complaint.<br><b>Present complaint filed on 27.06.2025.</b> |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



47. Fact remains that an offer for possession was issued to complainant on 10.08.2009 along with demand of ₹ 3,07,694/-. In acceptance of said offer, an amount of ₹ 1,84,338/- was paid by the complainant on 05.09.2009. Thereafter, complainant had executed maintenance agreement with BPMS Pvt Ltd on 18.09.2009. Maintenance charges are being regularly paid which is evident from receipts dated 11.10.2010 and 29.11.2011. NOC for taking physical possession letter was issued by respondent to complainant on 13.08.2010. Thereafter, complainant paid the stamp duty charges of ₹ 1,46,650/- on 13.03.2012. Conveyance deed for the plot in question got executed in favor of complainant on 05.12.2014. Letter for physical possession of plot was issued by respondent on 13.03.2024. Now, present complaint has been filed on 27.06.2025 seeking delay interest from deemed date of possession (30.11.2008) till completion Certificate is obtained. During the period ranging from year 2014-2025, no document revealing the correspondence/communication/efforts made by complainant to pursue his claim for delay interest is placed on record. Aforesaid table establishes that no objection of any kind was made by the complainant towards the payments/delay interest/maintenance made to respondent. In fact, the complainant has not able to explain the gap between NOC dated 13.08.2010 and physical possession letter dated 13.03.2024. As to what were the hindrances in taking possession of plot since 2010/2014.



48. Authority observes that the cause of action for the present complaint first arose in August, 2009, when the complainant allegedly made payments in lieu of acceptance of offer to the respondent. Second, in September, 2009, at the event of signing of maintenance agreement. Thirdly, in year 2010 at time of execution of issuing of NOC. Fourthly, in year 2014 at time of execution of conveyance deed. However, at none of these instances, the complainant made any objection or filed any complaint against the respondent. Perusal of facts incorporated in aforesaid paragraphs proves that complainant made the payments well within the granted time. Never objected to execution of maintenance agreement and payment in terms agreed. No correspondence has been placed on record to reveal the position as to why the complainant even after making the entire payment in year 2009/2012 was waiting to have possession of unit till 2024. That too without raising issue of delay interest during this whole tenure/years. As such, complainant remained silent for good number of 10 years. Such inordinate delay indicates that the complainant failed to exercise due diligence and has raised the present claim long after the relevant cause of action arose. Further, the Authority notes that the complainant has failed to annex any documentary evidence showing that he ever communicated with the respondent for the purpose of seeking delay interest. The delay, coupled with the absence of any documented interaction between the parties regarding the issues of actual offer and delay interest, weighs heavily against the maintainability of the present reliefs.

49. It is a well-settled principle of equity that a litigant who sleeps over his rights for an inordinate period cannot later invoke the discretionary jurisdiction of a judicial forum to revive a stale claim. The doctrine of delay and laches is founded upon the maxim *vigilantibus non dormientibus jura subveniunt* i.e the law assists those who are vigilant, not those who slumber over their rights. The Hon'ble Supreme Court has repeatedly held that courts may refuse relief where a party approaches the adjudicatory forum after unreasonable delay without satisfactory explanation. In *Union of India v. N. Murugesan* (2022) 2 SCC 25, the Court reiterated that the doctrine of laches involves negligence or remissness in asserting a right and that equitable relief may be declined where a litigant approaches the court after inordinate delay.

50. Closely allied to the doctrine of laches is the principle of acquiescence, which arises where a person, with knowledge of his rights, stands by and allows another party to act to its prejudice, thereby implying assent to the existing state of affairs. The Supreme Court has explained that while delay may bar a remedy, acquiescence may extinguish the very right itself. In *Power Control Appliances v. Sumeet Machines (P) Ltd.* (1994) 2 SCC 448, the Court observed that acquiescence implies conduct inconsistent with the enforcement of a right and may therefore preclude a litigant from raising the claim belatedly.

51. The Supreme Court has also emphasized that claims brought after long and unexplained delay ought not to be entertained as they disturb settled rights and create prejudice to the opposite party. In *State of Uttaranchal v. Shiv*

Charan Singh Bhandari (2013) 12 SCC 179, the Court held that inordinate delay would "invite disaster for the litigant who knocks at the doors of the court belatedly," and that courts must guard against entertaining stale claims which upset settled positions created over time. In support, reliance is placed upon judgement dated 18.04.2024 passed by Hon'ble Apex Court in Civil Appeal nos. 5027 of 2024 (@ Special leave Petition (civil) no. 30152 of 2018) Mrinmoy Maity versus Chhanda Koley and others.

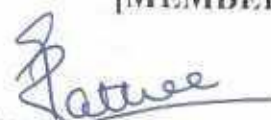
52. Applying the aforesaid principles to the present case, the complainant admittedly accepted conveyance of plot in year 2014 (that too before RERA came into being) without any objections. During this entire period, no grievance regarding delay in delivery of possession was raised before any competent forum. Such prolonged silence unmistakably indicates acquiescence in the alleged delay. Entertaining a claim for delay compensation after ten years would not only revive a stale cause but would also defeat the equitable principles governing adjudicatory discretion. Therefore, Authority is of the considered opinion that the complainant, having acquiesced in the situation cannot now be permitted to agitate a claim for delay interest. The said claim is therefore rejected.

53. In respect of relief clause (iii), it is observed that the complainant is also seeking relief of compensation for mental harassment and agony and deficiency in service and litigation cost. For this the complainant- allottee is entitled to claim compensation under Sections 18(3) of the RERA Act. It is observed that

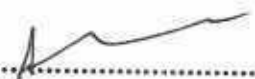
Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra.), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. Therefore, the complainant is free to approach the Adjudicating Officer for seeking the aforementioned reliefs.

54. Disposed of. File be consigned to record room after uploading on the website of the Authority.

  
CHANDER SHEKHAR  
[MEMBER]

  
DR. GEETA RATHEE SINGH  
[MEMBER]

  
NADIM AKHTAR  
[MEMBER]

  
PARNEET S. SACHDEV  
[CHAIRMAN]