BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**5376 of 2025**
Date of complaint	:	**13.10.2025**
Date of order	:	**29.09.2026**

Mr. Umesh Mehta
R/o: 57, first floor, B block, Vipul World, Sector 48 Gurugram.
Mr. Himanshu Kathpal through Power of Attorney
R/o: H.No. 93, Sector 6, Urban Estate, Karnal. **Complainants**

Versus

M/s DLF Home Developers Limited.
Regd. Office At: 1st floor, DLF Gateway tower, R Block, DLF City Phase III, Gurugram-122002. **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Sh. Umesh Mehta Complainant in person
Sh. Ishaan Dang (Advocate) Respondent

ORDER

1. This complaint has been filed by the complainants/allottees 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.	Heads	Information
1.	Name and location of the project	DLF, Independent floor, DLF, Phase H, Gurugram.
2.	Nature of the project	Residential plotted colony (Independent floor)
3.	DTCP license no.	Not provided
4.	RERA Registered/ not registered	Registered RC/REP/HARERA/GGM/509/241/2021/77
5.	Allotment	07.09.2023 (page 19 of complaint)
6.	Date of Agreement for Sale	02.02.2024 (page 19 of complaint)
7.	Independent floor	A-55/20 D, carpet area: 2,068 Sq. Ft. along with stilt parking space no. A-55/20 D/SFP4 admeasuring 201.825 Sq. Ft.
8.	Total sale consideration	Rs. 5,73,14,911/- (as per BBA, page 20 of complaint)
9.	Amount paid by the respondent	Rs. 5,17,01,489/- as alleged by the complainants (to be clarify during proceeding)
10.	Possession clause	The promoter assures to handover possession of the said independent floor for residential usage along with parking as per agreed terms and conditions by **15.12.2024** unless there is delay due to "force majeure", courts, orders, government policy/ guidelines, decisions effecting the regular development of the project.
11.	Due date of possession	15.12.2024
12.	Occupation certificate	20.08.2024 (as per HARERA website)
13.	Offer of possession	12.09.2024
14.	Possession letter	15.01.2025 (page 57 of complaint)
15.	Delay period	Zero delay as possession was offered before due date.

B. Facts of the complaint:

3. The complainants have made the following submissions:

I. That the complainants were allotted unit no. A55/20 in the respondent's project, namely, "Independent Floors", situated at DLF Phase I & II. The complainants submits that, pursuant to the allotment of the said unit, he duly complied with all the terms and conditions stipulated under the builder buyer agreement and made the payments as demanded by the respondent from time to time. Despite having fulfilled all his contractual obligations and making the requisite payments, the respondent failed to deliver possession of the allotted unit within the stipulated period. Instead of fulfilling its contractual and statutory obligations, the respondent repeatedly made false assurances regarding the delivery of possession and continued to raise unlawful and arbitrary demands for additional payments. The complainants allege that such demands are neither contemplated under the provisions of the BBA nor permissible under the provisions of the Act, 2016.

II. That the complainants further submit that, owing to the respondent's failure to deliver possession of the allotted unit within the stipulated period, he continues to bear the financial burden of servicing the housing loan by paying monthly EMIs, despite being deprived of the use and occupation of the subject unit. The complainants allege that the respondent's prolonged failure to fulfil its obligations has caused him substantial financial losses, besides severe mental harassment, emotional distress and inconvenience. The conduct of the respondent amounts to a violation of the statutory obligations imposed upon it under Sections 11, 13, 18 and 19 of the Act, 2016. Accordingly, the complainants seek appropriate relief against the respondent for its failure to discharge its contractual and statutory obligations.

C. Relief sought by the complainants:

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

i. Direct the respondent to handover physical possession of the allotted unit.
ii. Direct the respondent to pay delay possession charges.
iii. Direct the respondent to pay compensation.
iv. Direct the respondent to refund the amount of Rs. 10,00,000/- collected as "premium floor" charges along with interest, or issue paper documentation and justification thereof.
v. Direct the respondent to withdraw all the illegal demand of Rs. 20,000/- for deletion of co-allottee's name and amend the allotment records accordingly.

D. Reply by the respondent:

5. The respondent vide its reply dated 22.09.2026 has contested the complaint on the following grounds:

i. That the present complaint raises several such issues which cannot be decided by way of the present complaint in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of RERA and can only be adjudicated by a civil court. The present complaint deserves to be dismissed on this ground alone.

ii. That this is the second complaint in a series of litigation filed by complainant no.1. The earlier complaint bearing number 2784 of 2025 filed by complainant no.1 herein, i.e. Mr. Umesh Mehta, was dismissed by this Hon'ble Authority vide order dated 12.09.2025. The previous complaint was dismissed because the co allottee, Mr. Himashu Kathpal, being a necessary party, had not been impleaded as a party to the complaint.

iii. That now a second complaint has been instituted purportedly by complainant no.1, Mr. Umesh Mehta and co allottee, Mr. Himanshu Kathpal. The present complaint has been purportedly instituted on behalf of co allottee, Mr. Himanshu Kathpal on the basis of a Special Power of Attorney dated 18.01.2025, stated to have been annexed along with the complaint. However, no such Power of Attorney claimed to have been executed by the co allottee, Mr. Himanshu Kathpal in favour of complainant no.1, has been annexed along with the present complaint.

iv. That the present complaint has also not been instituted in accordance with law as the same has been filed without any authorisation from the co allottee. Admittedly, the complaint only bears the signature of complainant no.1, Mr Umesh Mehta and not the co allottee, Mr Himanshu Kathpal. The present complaint is not maintainable in law and deserves to be dismissed. A separate application for dismissal of complaint has already been filed by the respondent and is pending adjudication. It is respectfully submitted that the aforesaid application deserves to be decided first before taking up the present matter on merits.

v. That interestingly, even in the present complaint, the co-allottee (Mr. Himanshu Kathpal) has not been showing as a party in Proforma-B. Moreover, even the CRA Form-II for refund has been filed for seeking delayed possession charges by the complainants. Thus, the complaint deserves to be dismissed on these grounds as well.

vi. That, moreover, no justification has been provided by the complainants regarding refund of the amount of Rs.10,00,000/- on account of the alleged "premium floor" charges. It would not be out of place to mention that the offer of possession had been made by the respondent to the

complainants even before the due date for possession. Thus, there is absolutely no basis of the complaint filed by the complainants.

vii. That Mr. Sandeep Kumar Gupta is fully conversant with the facts of the present case and has been duly authorized by Board of Directors of the respondent vide board resolution dated 23.06.2026 to engage counsel, sign and verify pleadings and to do all acts, deeds and things as may be required for defending the present complaint on behalf of the respondent.

viii. That the complainants have not disclosed the real and true facts of the case and have intentionally withheld the correct factual background. The true and correct facts are set out in the succeeding paras of the present reply.

ix. That the respondent is a reputed and renowned real estate developer, enjoying an impeccable reputation in the real estate industry for the disciplined and time bound execution of projects undertaken by it. The projects implemented and executed by the respondent are considered to be architectural landmarks. The respondent, to a considerable extent can be legitimately credited for positioning Gurugram as the "Millennium City".

x. That one of the projects being developed by the respondent comprises of Independent Floors constructed on 13 residential plots located in DLF City Phase I and II, Gurugram. The respondent has duly registered the project under RERA.

xi. That the complainants had made detailed and elaborate enquiries with regard to all aspects of the Independent Residential Floors at DLF Phase I and II, Gurugram" (hereinafter referred to as "Said Project") conceptualised and promoted by the respondent. After completely satisfying themselves about the specifications of the floors, competence

and capability of the respondent to successfully undertake the construction, development and implementation of the said project, the complainants had approached the respondent through their property dealer and proceeded to book an independent floor in the said project. Application for booking/provisional allotment had been submitted by the complainants with the respondent after duly understanding and accepting the terms and conditions set out therein.

xii. That vide allotment letter dated 22.09.2023, independent floor bearing no A-55/20, on the fourth floor, situated in DLF Phase I & II, Gurugram along with one stilt parking space was provisionally allotted in favour of the complainants. The aforesaid floor was in plot bearing no. A-55/20. The above-mentioned floor has hereinafter been referred to as "said floor".

xiii. That right from the very beginning, the complainants were irregular in making payment as per the applicable payment plan. Demand letter dated 05.10.2023 was issued calling upon the complainants to remit the instalment payable as per the applicable payment plan. Since the complainants failed to do the needful, reminder dated 23.10.2023 was also issued.

xiv. That under cover of letter dated 16.10.2023, the buyer's agreement was forwarded to the complainants for execution. The complainants were called upon to execute the buyer's agreement and return to the respondent within 30 days and to make payment of charges for registration of the buyer's agreement.

xv. That despite continuous follow up from the respondent, the complainants delayed execution of the buyer's agreement for reasons known to themselves. Eventually the buyer's agreement was registered on 02.02.2024.

xvi. That in accordance with clause 7.1 read with other clauses of the buyer's agreement registered on 02.02.2024, the respondent had agreed and undertaken to hand over possession of the said floor by 15.12.2024, subject to compliance of the terms and conditions of the buyer's agreement, including timely payment of sale consideration and other amounts by the allottees in accordance with the buyer's agreement and subject to delays beyond the power and control of the respondent.

xvii. That the respondent completed construction of the building in which the floor in question is situated and made an application to the competent authority for issuance of the occupation certificate. The occupation certificate was issued by the competent authority on 20.08.2024 within the agreed timelines as set out in the Buyer's Agreement.

xviii. That immediately upon receipt of the occupation certificate from the competent authority, on 12.09.2024 possession of the said floor was offered to the complainants. The complainants were called upon to clear their outstanding dues as per the enclosed statement of account and to complete the requisite formalities to enable the respondent to hand over possession of the floor to the complainants.

xix. That the respondent received a letter dated 02.01.2025 from the SBI conveying its no objection to registration of the conveyance deed in favour of the complainants and handing over of possession to the said persons. The respondent was requested to note the lien of the bank over the property in the respondent's records and informed that a representative from the bank would collect the conveyance deed after registration.

xx. That possession letter dated 15.01.2025 was issued by the respondent in favour of the complainants, acknowledging receipt of payment and

completion of paperwork for possession by the complainants. The complainants were informed that the final finishing work would be carried out only after confirmation of the possession date.

xxi. That by letter dated 31.03.2025, the complainants were called upon to come forward for registration of the conveyance deed in their favour after making payment of stamp duty and registration charges as conveyed in the said letter.

xxii. That at this juncture, the complainants requested for deletion of the name of the co allottee and to register the conveyance deed solely in the name of the complainants. The complainants were informed that certain documentation/ formalities would be required to be completed in order to delete the name of the co allottee and that applicable charges would be payable for this purpose.

xxiii. That the complainants submitted certain incomplete documents. However, the complainants refused to make payment of transfer charges/administrative charges amounting to Rs 20,000/- demanded by the respondent for deletion of the co allottee's name. However, instead of doing the needful, the complainants have proceeded to file the present false and frivolous complaint.

xxiv. That the respondent has duly fulfilled its obligations towards the complainants in terms of the Buyer's Agreement as well as under RERA. The respondent has been always ready and willing and is still ready and willing to hand over physical possession of the Floor to the complainants, which is complete in all respects.

xxv. That it is also evident from the sign for letting out the floor, that the complainants are investors who booked the said floor only as an investment and not to reside in the same. The complainants have to complete the requisite paperwork, obtain NOC from the SBI and are

required to pay the applicable fees to the respondent for deleting the name of the co allottee. In fact, it is the complainants who have needlessly delayed taking possession. There is no default in so far as the respondent is concerned. The false and frivolous complaint is liable to be dismissed forthwith.

6. 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 based on these undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

7. The respondent has raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

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

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

Section 11(4)(a)

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.

8. 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.

F. Findings on the objections raised by the respondent:

F.I Objection to the dismissal of complaint on the ground of filing of second complaint:

9. The respondent-promoter raised the contention that this is the second complaint in a series of litigation filed by the complainant no. 1. The earlier complaint bearing no. 2784-2025 filed by the complainant no.1 herein, i.e., Mr. Umesh Mehta, was dismissed by the Authority vide order dated 12.09.2025. The previous complaint was dismissed because the co-allottee, Mr. Himanshu Kathpal, being a necessary party, had not been impleaded as a party to the complaint. It was held by the Authority as under:

> *"Since the rights and obligations arising out of the builder buyer agreement pertain jointly to both the allottees, the complaint filed by a single allottee cannot be treated as a properly instituted complaint.*
>
> *In the absence of a complaint filed jointly by all allottees, or without proper authorization/consent of the co-allottee, the present complaint suffers from material defect and is not maintainable.*
>
> *Accordingly, the Authority is of the view that the present complaint is not maintainable and the same is hereby dismissed, with liberty to the complainant to file afresh in accordance with law by impleading all necessary parties.*

10. The Authority observes that the earlier complaint bearing no. 2784-2025, filed by complainant no. 1, was dismissed on the ground that the buyer's agreement had been executed by two allottees, namely, Mr. Umesh Mehta and Mr. Himanshu Kathpal, whereas the said complaint had been filed solely by Mr. Umesh Mehta. Accordingly, the complaint was dismissed by the Authority as not maintainable, with liberty to file a fresh complaint in accordance with law by impleading all necessary parties. Thereafter, the complainants filed the present complaint along with a Power of Attorney executed by Mr. Himanshu Kathpal in favour of Mr. Umesh Mehta, authorising him to represent Mr. Kathpal on his behalf. Therefore, the objection raised by the respondent is not sustainable.

G. Findings on the relief sought by the complainants:

G.I Direct the respondent to pay delay possession charges.

11. 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"*

12. Clause 7.1 of the buyer's agreement dated 02.02.2024 provides for handing over of possession and is reproduced below:

> *The promoter assures to handover possession of the said independent floor for residential usage along with parking as per agreed terms and conditions by* ***15.12.2024*** *unless there is delay due to "force majeure", courts, orders, government policy/ guidelines, decisions effecting the regular development of the project.*

13. As per clause 7.1 of the buyer's agreement, the due date of possession was 15.12.2024. Further, the Authority has examined the possession clause of the agreement and observed that the respondent-promoter proposed to

hand over possession of the allotted unit by 15.12.2024. As per HARERA Notification No. 9/3-2020 dated 26.05.2020, an extension of six months was granted for projects having a completion/due date on or after 25.03.2020. The completion date of the aforesaid project, in which the subject unit has been allotted to the complainants, is 15.12.2024, i.e., after 25.03.2020. However, in the present case, the builder buyer agreement was executed in the year 2024, therefore, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the stipulated timeframe for possession accordingly. Consequently, any extension of time for handing over possession on account of COVID-19 cannot be granted, and the due date for handing over possession remains unchanged, i.e., 15.12.2024.

14. Proviso to Section 18(1) of the Act, 2016, provides that in case, the allottee does not intend to withdraw from the project, the promoter is liable to pay interest at the prescribed rate on the amount paid in respect of unit for every month of delay, till the handing over of the possession if it fails to complete or is unable to give possession of the unit in accordance with the terms of the agreement for sale or due to discontinuance of business. However, the Authority observes that in the present case, the due date for possession was 15.12.2024 whereas, the respondent obtained occupation certificate in respect of the project on 20.08.2024 and subsequently offered possession of the subject unit to the complainants on 12.09.2024 i.e. prior to the due date of handing over possession. Accordingly, no case for delay possession charges is made out under Section 18 of the Act.

15. The Authority further observes that as per Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainants. Whereas, as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of

the conveyance deed of the unit in question. The occupation certificate for the project was obtained by the respondent on 20.08.2024 and possession of the unit has also been handed over to the complainants on 15.01.2025. In view of the above, the respondent is directed to get the conveyance deed executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within a period of three months.

G.III Direct the respondents to pay compensation.

16. The complainants are seeking relief w.r.t. compensation in the above-mentioned relief. Hon'ble Supreme Court of India in ***civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.,*** 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 adjudicating officer as per Section 71 and the quantum of compensation & litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, for claiming compensation under Sections 12, 14, 18 and Section 19 of the Act, the complainants may file a separate complaint before Adjudicating Officer under Section 31 read with Section 71 of the Act and Rule 29 of the Rules.

H. Directions of the Authority:

17. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

    i. No case for delay possession charges is made out under proviso to Section 18(1) of the Act.

ii. The respondent is directed to get the conveyance deed executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within a period of three months.

iii. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement dated 02.02.2024.

iv. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

18. Complaint as well as applications, if any stands disposed of accordingly.

19. File be consigned to registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.09.2026

HARERA
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