BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUHORITY, GURUGRAM:

Complaint No. :2415-2025
Date of Decision: 06.11.2026

1. Mr. Rajesh Kumar Passi S/o Mr. Roshan Lal Passi, 2. Mrs. Poonam Passi W/o Mr. Rajesh Kumar Passi, both R/o AD-80B, Shalimar Bagh, Saraswati Vihar, Delhi-110088, India.

.... Complainants

Versus

Emaar MGF Land Ltd. now known as Emaar India Limited, Regd. Office at: ECE House, 28, Kasturba Gandhi Marg, New Delhi-1100001, Corporate Office: Emaar MGF Business Park, M. G. Road, Sikanderpur Chowk, Sector 28, Gurgaon-122002.

.... Respondent

APPEARANCE

For Complainants: **Mr. Gaurav Rawat, Advocate.**
For Respondent: **Mr. Dhruv Rohatgi, Advocate.**

ORDER

This is a complaint filed by Mr. Rajesh Kumar Passi and Mrs. Poonam Passi (allottees), under section 31 of The Real Estate (Regulation

and Development), Act 2016 (in brief "Act of 2016") against Emaar MGF Land Ltd. now known as Emaar India Limited (promoter).

2. Briefly stated, according to complainants, on 21.04.2013 relying on various representations and assurances given by the respondent, they (complainants) booked a unit in the respondent's Project "Premier Terraces at Palm Drive", located at Sector-66, Gurugram, Haryana, group housing colony, by paying an amount of Rs.10,00,000.00 dated 05.08.2008, towards the booking of said unit bearing no. TPD J-F12-1203 (Flat 1203, 12th Floor, Tower J) along with Car Parking spaces 02 (two) Nos. L-J-62 and L-J-62A, in Sector 66, having super area measuring 1900 sq. ft. to the respondent dated 05.08.2008 and the same was acknowledged by the respondent.

3. That on 05.08.2008 the respondent confirmed the booking of the unit to the allottee providing the details of the project, allotting aforesaid unit, for total sale consideration of Rs.1,00,43,380/- along-with two car parking charges at a consideration of Rs.6,00,000/- and other specifications of the allotted unit and providing the time frame within which the next instalment was to be paid. They (complainants) after many follow ups and reminders and after clearing all the dues and fulfilling all

one-sided demands and formalities as and when demanded by the respondent got the conveyance deed executed in 2018.

4. That since June 2019, the complainant's tenants, Mr. Prashant Gutch and his family, have been residing in aforesaid unit/apartment, however without any fault or prior notice to them (complainants), the tenants were suddenly without any due regards were directed to park their vehicles in various alternative locations, as the allotted car parking spaces were being occupied by the tenants of another apartment. It is deeply concerning and unacceptable that the same two car parking spaces were allotted to two separate apartment owners, which clearly indicates gross negligence or mismanagement on the part of the concerned authorities.

5. That the Authority upon considering the facts and circumstances of complaint bearing no. 834-2023, vide final order and judgment dated 05.12.2024, directed the respondent to restore the aforesaid car parking spaces as per buyer's agreement and conveyance deed within 90 days of the order. But despite the orders till date respondent failed to restore the car parking.

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6. Citing facts as mentioned above, the complainants have prayed for following reliefs: -

i) to direct the respondent to provide compensation of Rs.5,00,000/- for not providing the parking space with exclusive rights even after taking extra payment in the head of parking spaces till date;

ii) to direct the respondent to pay compensation of Rs.6,72,000/- on loss of interest incurred as opportunity cost as the complainant could have easily earned 6,72,000/- if he would have deposited Rs.6,00,000/- in any form of savings/fixed deposit since unit handover letter dated 28 June, 2017 for 8 years;

iii) To direct the respondent to provide the total rental loss of Rs.10,00,000/- that has been incurred by the complainant due to failure of possession of the car parking space by the respondent, as mentioned under the Brochure and BBA and assured at the time of booking;

iv) To direct the respondent to provide the total rental loss of Rs.10,00,000/- for causing financial and mental agony and harassment to the complainants;

v) To direct the respondent to provide the total rental loss of Rs.3,00,000/- towards the legal costs incurred;

vi) To grant any other relief as it may deem fit and proper.

7. The respondent contested the complaint by filing a written reply. It is averred that the super area of the unit in question was tentative and to be finally determined upon completion of construction and issuance

of the occupation certificate by the competent authority and the same has been categorically indicated in the application form as well as the buyer's agreement.

8. That the complainants cannot seek any relief which adversely effects other apartment owners in the project without impleading them as parties to the complaint. The allegations made by the complainants stand falsified by the institution of the present frivolous and baseless complaint more than 7-8 years after the complainants took possession of the apartment and registration of the conveyance deed in their favour.

9. That the complainants accepted possession on 28.06.2017 and executed a "unit handover letter". Thereafter the conveyance deed was executed on 14.07.2017 in favour of the complainants. The present complaint is not maintainable in law or on facts.

10. Contending all this, the respondent has prayed for dismissal of this complaint.

11. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and perused the record.

AO

12. At the outset, it is contended by learned counsel for the respondent that the present complaint is not maintainable, having barred by limitation. Learned counsel pointed out that present complainants approached the Authority by filing a complaint No.834 of 2023. The Authority held that the complaint was barred by limitation even after exclusion of zero period for delay possession interest. The Authority noted that after completion of the project, possession was offered on 10.04.2017 after receipt of Occupation Certificate on 13.02.2017 and ultimately leading to execution of Conveyance Deed of the same on 14.07.2017. So, limitation, if any, for cause of action would accrue to the complainants w.e.f. 10.04.2017 and not from 14.07.2017. Therefore, limitation period of three years was expired on 10.04.2020.....

13. On the other hand, according to learned counsel for complainants, there is no time limit prescribed by The Act of 2016 to file a complaint.

14. Even the Authority in the above referred complaint (No.834 of 2023) relied upon an order of Maharashtra Real Estate Appellate Tribunal, Mumbai in case titled as *"M/s Siddhitech Homes Pvt. Ltd. vs. Karanveer Singh Sachdev and others"* where the Appellate Tribunal agreed with the

allottee alleging that RERA no where provides any timeline for availing reliefs provided thereunder. It was held further that a developer cannot be discharged from its obligations merely on the ground that the complaint was not filed within a specific period prescribed under some other statutes.

15. No doubt, The Act of 2016 does not prescribe any time limit to file a complaint, but public policy demands that a case/complaint should be filed within reasonable time. A Damocles' sword cannot be allowed hanging indefinitely over the head of other litigating party. Hon'ble High Court of Punjab and Haryana, Chandigarh, in case titled as *"Emmar India Limited vs. Poonam Goel and Anr." RERA-APPL-146-2026 (O&M),* decided on 05.10.2026 has held as:

> *"In every case where respondent has taken possession of the flat and conveyance deed stands executed, this Court finds that period of three years would be reasonable period to file complaint under Section 31. The said period would start from the date of taking possession."*

16. As per record, present complaint was filed on 15.05.2025 and as mentioned above, even as per finding given by the Authority, possession of subject unit was offered on 10.04.2017 and Conveyance Deed was

executed on 14.07.2017. In this way, present complaint is very much delayed. No explanation is given on behalf of the complainants as why same did not file complaint at the earliest opportunity.

17. Complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open court today i.e. on **06.11.2026**.

(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory
Authority, Gurugram.

Present: Mr. Gaurav Rawat, Advocate for complainants.
Mr. Dhruv Rohatgi, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
06.11.2026