

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

Complaint no.:	3559 of 2020
First date of hearing:	29.01.2021
Date of decision:	24.09.2021

Raj Kumar Chugh

**R/o** H.No.3, Opp. C Block, Near Bajgera Railway Cross,  
Gupta Colony, Palam Vihar, Gurgaon, Haryana-122017.**Complainant**

Versus

Indentity Buildtech Pvt. Ltd.

**Office address:** 110, Indraprakash, 21, Barkhamba  
Road, New Delhi- 110001.**Respondent****CORAM:**Shri Vijay Kumar Goyal  
Shri Samir Kumar**Member**  
**Member****APPEARANCE:**Kuldeep Kumar Kohli (Advocate)  
Meena Hooda (Advocate)Complainant  
Respondent**ORDER**

1. The present complaint dated 23.10.2020 has been filed by the complainant/allottee 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 as provided under the



provision of the Act, or the rules and regulations made there under or to the allottee 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sno.	Heads	Information
1.	Project name and location	"Ansal Highland Park", Sector 103, Gurugram.
2.	Project area	11.70 acres
3.	Nature of the project	Group housing project
4.	DTCP license no. and validity status	32 of 2012 dated 12.04.2012 valid upto 11.04.2020
5.	Name of licensee	M/s Identity Buildtech Pvt Ltd. M/s Agro Gold Chemicals India LLP
6.	RERA registration details	Registered Vide registration no. 16 of 2019 dated 01.04.2019 valid up to 30.11.2021
7.	Unit no.	INVES-1101
8.	Unit measuring	1762.00 sq. ft.
9.	Date of execution of flat buyer agreement	29.04.2013
10.	Payment plan	Construction link
11.	Total consideration	₹ 94,88,291/-



		(As per customer ledger dated 03.01.2016 at pg. 61 of complaint)
12.	Total amount paid by the complainant	₹ 82,47,804/- (As per customer ledger dated 03.01.2016 at pg. 59 of complaint)
13.	Date of sanction of building plan	16.04.2013
14.	Due date of delivery of possession as per clause 31 of the flat buyer's agreement 48 months from the date of execution of agreement or within 48 months from date of obtaining all the required sanctions and approvals necessary for commencement of construction, whichever is later + 6 months grace period.  [Page 74 of complaint]	29.04.2017 (48 months from date of execution of builder buyer agreement i.e., 29.04.2013 which is later than the date of approval of building plan i.e., 16.04.2013)  (Note: Grace period not allowed)
15.	Delay in handing over possession till the date of this order i.e., 24.09.2021	4 years 4 months 26 days
16.	Status of the project	Ongoing
17.	Occupation certificate	Not Obtained
18.	Offer of possession for fit out	Not yet offered

**B. Facts of the complaint**

3. The complainant pleaded the complaint on the following facts:

- a. This is with reference to the residential group housing colony project "Ansals Highland Park" being developed and marketed by

Ansal Housing Limited (formerly known as Ansal Housing & Construction Ltd.) on the land falling in the sector 103, Gurugram which is owned by Ansal Housing Limited's wholly owned subsidiary Identity Buildtech Private Limited (hereinafter referred to as "IBPL") and under the license issued by the Government of Haryana, vide letter No vide letter No. 32 dated 12.04.2012, issued by Director General, Town & Country Planning, Chandigarh, Government of Haryana in the name of IBPL.

- b. That the complainant, Raj Kumar Chugh is a law-abiding citizen of India. Raj Kumar Chugh is currently residing at h.no.3, opp. c block, near Bajgerah railway cross, Gupta colony, Palam Vihar, Gurgaon, Haryana-122017.
- c. In October 2012, the respondent announced the launch of Ansal Highland Park project. The original allottees while searching for a flat/accommodation were lured by the advertisements and calls from the agents of the respondent for buying a house in their project namely Ansal highland park, sector 103, Gurugram. The agents and officers of the respondent company told the original allottee about the moonshine reputation of the company and the agents of the respondent company made huge presentations about the project mentioned above and also assured that they have delivered several such projects in the national capital region. The original allottee under the impression of the reputation of the respondent decided to invest his hard-earned money in purchasing the apartment in ansal highland park project.
- d. That an agreement was signed between the original allottees and the promoter of the project M/s. Ansal Housing & Construction

Limited., New Delhi on 29.04.2013 wherein at clause no. 31 it was assured that the delivery of the property would be given within 48 months plus six months i.e. By 29.10.2017.

- e. As per clause no. 31 of ABA, executed on 29.04.2013, the respondent was to finish construction within 48 months plus six months of signing the agreement i.e., by 29.10.2017. On visiting the site, the original allottee noticed that the respondent was unable to match the construction activity based on the payment being collected as per the construction linked payment plan.
- f. The original allottees and the respondent company signed the above said ABA wherein the total consideration of the apartment was Rs. 87,47,255.18 which was inclusive of the basic sale price, external development charges, internal development charges, infrastructural development charges, club membership charges, car parking, as in accordance with the clause 1 of the said agreement.
- g. That an agreement to sell was executed between the original allottee and the complainant on 19.03.2014. The complainant contacted the respondent after making a total payment of Rs. 79,97,804.00 in total so far against the total payment of Rs. 94,56,575.18, to enquire about the progress of construction at the site. The respondent gave false assurances to the complainant that the construction was going on as per the schedule and that they would hand over the possession of the unit to the complainant within the time period stipulated in the ABA.
- h. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed.

The complainant approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project and illegal demands raised by the respondent company, but the respondent cunningly answered that they have set procedure and accordingly they have raised demand notes. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising all structure leaving amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.

- i. That in terms of clause 31 of the said agreement dated 29.04.2013 the respondent is under dutiful obligation to complete the construction and to offer the possession within 48 months with a grace period of 6 months.
- j. The respondent has despite having made multiple tall representations to the complainant, the respondent has chosen deliberately and contemptuously not to act and fulfil the promises and have given a cold shoulder to the grievances raised by the cheated allottee.
- k. The respondent has completely failed to honor its promises and has not provided the services as promised and agreed through the brochure, agreement and the different advertisements released from time to time. Further, such acts of the respondent are also

illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017.

- l. It is abundantly clear that the respondent has played a fraud upon the complainant and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. the respondent has further malafidely failed to implement the agreement executed with the complainant. In spite of this, the respondent has malafidely been issuing demand for payment along with the interest, despite the fact that the payments are made under the construction linked plan for which the corresponding construction has not taken place. Hence, the complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent are filing the present complaint.
- m. It is pertinent to mention herein that while making regular and diligent payments for their respective apartments, the complainant also paid for additional services/facilities which completed the allotted apartment as a whole and any possession offered without/incomplete amenities within the apartment complex cannot be considered to be complete. Hence, in view of the present state of affairs, it is abundantly clear that the respondent has given false or misleading promises for delivery of the respective apartments and for supply of other services/facilities in the complex of the project.
- n. However, parallelly one association by the name of Ansal Highland Park Residents Welfare Association had simultaneously filed an application no. 1144 of 2019 before this hon'ble authority on behalf

of more than ninety members for the interest on the period for which the possession has been delayed as well as the possession, though my complaint is for the refund of the entire amount together with the interest.

- o. On 18.07.2019 this hon'ble authority had ordered the appointment of a local commissioner for inspection of this project, for which, the complainant is also filing the complaint. On 11.09.2019 the local commissioner submitted a report wherein the local commissioner reported as under:

*"The site of the project was physically inspected and it was observed that around 50-60 labour force were working on site at the time of site inspection. The site condition and labour force strength shows that the work progress is very slow. The work completed has been recorded as per actual construction at site the overall work progress of the project has been assessed on the basis of actual construction recorded during construction which comes out to be approximately 35-40 per cent only. But documents provided by the respondent at the time of registration shows 60 per cent completion of the project. However, after the site visit it is found that the overall work progress of the project is approximately 35-40 per cent till date"*

- p. The respondent has also diverted the amount paid by the buyers of the said project to other projects/ businesses of the respondent as investments/ loans/ deposits etc. and / or payment of interest at a very high rates to group companies/ investors and/ or loan funding/ mortgage of receivables from Ansal Highland Park project to fund the other projects of the respondent, which we are sure would be evident from the books of accounts of the respondent.
- q. If this information would have been available at the time of booking the apartment or while the respondent was making regular demands of scheduled installment, either the complainant would have not booked the flat or would have asked for an undertaking



that any funds paid by the complainant should not be distributed/ diverted till completion of the aforesaid project to any other project.

- r. This clearly represents that the entire consideration amount along with miscellaneous and additional charges and expenses paid by the complainant subjected to unfair and clever dilatory tricks and tactics, false promises and assurances, biased agreements, ill trade practices and highly deficient services causing immense loss to the complainant. The complainant has paid more than 80% of the payments but the respondent has only constructed 30-40% of the project. The complainant even after paying huge amounts still received nothing in return but only loss of the time and money invested by them.
- s. It is pertinent to note herein that as per clause 24 of biased ABA, it is stated that:

*"Timely Payment of installments of Basic and other charges is the essence of the terms of the application and Agreement. It shall be the duty of the Buyer make regular payments of installments in accordance with the payment plan opted by him/her on his own without any dependence/reference to any demand notices being issued by the Developer, except in case of construction Linked Plan. The developer in its discretion sends call notices but non-receipt of the same shall not be valid reason for non-payment of the installments/payments and the dues, so demanded by way of such notice shall be final and bin the Buyer. Delay in payment of any amount, due and payable by the Buyer, in terms of the application and Agreement shall attract compoundable interest at the rate of 24% per Annum, compounded quarterly. No interest is payable by*

*Developer on any installment paid early/ before its due date by the Buyer unless otherwise offered as a scheme by the Developer"*

- t. Whereas on the other side, it is further stated in the said apartment buyer's agreement that:



*"That the Developer would pay to the Buyer @Rs.5/- per sq.ft. per month on Super Area for any delay in offering possession of the Unit as mentioned in clause No. 31 above after adjusting all dues including unpaid interest on account of late payments and any amounts of interest waived earlier on the said Unit. Similarly, in the event of his/her failure to pay all dues before the due date as mentioned in offer of possession and/or failure to visit the site for Final verification/inspection or for taking possession/keys of the Unit for any reason (even if Sale deed has been registered) whatsoever, the Buyer shall be liable pay, in addition to interest on delayed payments, Holding charges @Rs.5/- per sq.ft. per month of Super Area from due date mentioned in offer of possession letter till the Keys of the unit is taken by the Buyer. In case of delay in Final verification/inspection, the Buyer shall pay Holding charges from the date of expiry of time given in offer of possession till the actual date of Final verification/inspection. Thereafter there will be a grace period of 60 days within which time the Buyer shall get the Sale deed of the unit registered and take the Keys of his unit from site in Charge/ Estate Manager. In case keys of the Unit are not taken within this grace period of 60days, the Buyer shall pay further Holding Charges up to the day of actual handing over of Keys"*

- u. The original allottee had no option but to accept the terms of the apartment buyer's agreement without any negotiation because of the assurance given by the respondent that they will stick to their assurances and promises. However, evidently, the respondent has miserably failed in keeping their promises and assurances causing irreparable losses and injury to the original allottees and subsequently, the complainant. It is pertinent to mention here that as per the apartment buyer's agreement, in case the buyer/allottee fails to take possession of allotted unit within 60 days from date of offering, the allottees shall be liable to pay Rs. 5/- per sq. ft per month for entire period of such delay whereas any delay on the part of the buyer is also being penalized at 24% per annum, categorically showing bias and unfair trade practices.
- v. It is stated that the project of the respondent is under registration with the Haryana Real Estate Regulatory Authority bearing project



id. RERA-GRG-146-2019 hence the said complaint is amenable to the territorial jurisdiction of this hon'ble tribunal. The consideration paid by the complainants, along with the compensation and interest claimed falls within the pecuniary jurisdiction of this hon'ble tribunal.

**C. Relief sought by the complainant:**

4. The complainant has sought following reliefs:

- a. It is most respectfully prayed that this hon'ble authority be pleased to restrain the respondent from raising any fresh demand with respect to the project.
- b. It is most respectfully prayed that the hon'ble authority be pleased to order the respondent to pay interest on the entire amount paid by the complainant @ 24%.
- c. It is most respectfully prayed that the hon'ble authority be pleased to order the respondent pay for the loss from the date on which the breach took place.
- d. It is most respectfully prayed that this hon'ble authority be pleased to direct the respondent to kindly handover the entire possession of the unit of the complainant, once it is ready, in all respects and no to force an incomplete unit without proper road, electrification of the roads, functioning of the club etc. and other things which were assured in the brochure, as the complainants had booked a unit in complex based on the brochure and not a stand-alone unit.
- e. It is most respectfully prayed that this hon'ble authority be pleased to pass any other interim relief(s) which this hon'ble authority thinks fit in the interest of justice and in favor of the complainant.

5. On the date of hearing, the authority explained to the respondent/promoter about the contravention as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent**

Notice to the promoter/respondent through speed post and through e-mail address ([karun.ansal@ansals.com](mailto:karun.ansal@ansals.com)) was sent; the delivery report of which shows that delivery was completed. Despite service of notice, the promoter/respondent has failed to file a reply within stipulated time period. However, the respondent represented through Adv. Meena Hooda on behalf of the respondent company have marked attendance on 24.09.2021. This is clear evidence that the service was completed. Despite this the respondent has not chosen to file any reply although in the order dated 19.08.2021 it is stated that the reply has been filed but nothing with regard to this is found on record.

**E. Jurisdiction of the authority**

6. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I. Territorial jurisdiction**

7. 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**

8. The authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**F. Findings on the relief sought by the complainant**

**F.I. It is most respectfully prayed that the hon'ble authority be pleased to order the respondent to pay interest on the entire amount paid by the complainant @ 24%.**

9. In the present complaint, the complainant intends to continue with the project and is seeking delayed possession charges @ 24% interest on the amount paid. Clause 31 of the flat buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below: -

*"31. The developer shall offer possession of the unit any time, within a period of 48 months from the date of execution of the agreement or within 48 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the developer over and above the period of 48 months as above in offering the possession of the unit."*

10. At the outset, it is relevant to comment on the pre-set possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainant not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions is not only vague and uncertain but so

heavily loaded in favor of the promoter and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the flat buyer agreement by the promoter are just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

**Admissibility of grace period:** The promoter has proposed to hand over the possession of the apartment within a period of 48 months plus 6 months from date of agreement or the date of commencement of construction which whichever is later. The date of commencement of construction means the date on which the building plans were approved i.e., 16.04.2013. Therefore, the due date is calculated from date of execution of ABA i.e., 29.04.2013. The period of 48 months expired on 29.04.2017. Since in the present matter the ABA incorporates qualified reason for grace period/extended period of 6 months in the possession clause subject to force majeure. Since there is no reply from promoter quoting such reasons neither any such reason has been contested by the respondent during the hearing. Accordingly, the authority disallows this grace period of 6 months to the promoter at this stage.

11. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

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

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

12. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
13. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 24.09.2021 is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30%.
14. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

*Explanation. —For the purpose of this clause—*

*(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.*

*(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

15. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., **9.30%** by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.

**F.II. It is most respectfully prayed that the hon'ble authority be pleased to order the respondent pay for the loss from the date on which the breach took place.**

16. The complainant is claiming compensation in the above-mentioned reliefs. The authority is of the view that it is important to understand that the Act has clearly provided interest and compensation as separate entitlement/rights which the allottee can claim. For claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainant may file a separate complaint before Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.
17. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 31 of the agreement executed between the parties on 29.04.2013, the possession of the subject apartment was to be delivered within 48 months from the date of execution of



agreement or within 48 months from obtaining all approvals necessary for commencement of construction, whichever is later. The period of 48 months calculated from date of execution of agreement i.e., 29.04.2013 expired on 29.04.2017. As far as grace period is concerned, the same is disallowed for the reasons quoted above. Therefore, the due date of handing over possession is 29.04.2017. The respondent has not offered the possession of the subject apartment yet. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 29.04.2017 till the offer of the possession plus two months, at prescribed rate i.e., 9.30 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

**G. Directions of the authority**

18. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f):
- i. The respondent is directed to pay interest at the prescribed rate @ 9.30% p.a. for every month of delay from the due date of possession i.e., 29.04.2017 till the date of order i.e., 24.09.2021.
  - ii. The arrears of such interest accrued from 29.04.2017 till the handing over of the possession, shall be paid by the promoter to the allottee within a period of 90 days from date of this order and

expired on 29.04.2017. As far as grace period is concerned, the same is disallowed for the reasons quoted above. Therefore, the due date of handing over possession is 29.04.2017. The respondent has not offered the possession of the subject apartment yet. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 29.04.2017 till the actual handing over of the possession, at prescribed rate i.e., 9.30 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

**G. Directions of the authority**


18. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f):

- i. The respondent is directed to pay interest at the prescribed rate @ 9.30% p.a. for every month of delay from the due date of possession i.e., 29.04.2017 till the actual handing over of the possession.
- ii. The arrears of such interest accrued from 29.04.2017 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.

- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
  - iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
  - v. The respondent shall not charge anything from the complainant which is not the part of the agreement.
  - vi. The respondent is directed to hand over the possession of the unit complete in all respect to the complainant after obtaining the occupation certificate from the competent authority.
19. Complaint stands disposed of.
20. File be consigned to registry.

  
(Samir Kumar)

Member

  
(Vijay Kumar Goyal)

Member

**HARERA**  
Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.09.2021

Judgement uploaded on 21.12.2021.