

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

Complaint no. : 2965 of 2020
Date of filing complaint: 28.10.2020
First date of hearing : 08.01.2021
Date of decision : 06.10.2021

1. Mr. Gopal R/O: - H. no. 2432, Sector-23, Gurugram, Haryana- 122017	Complainant
Versus	
1. M/s Imperia Structures Ltd. Regd. Office at: - A-25, Mohan Cooperative, Industrial Estate, Mathura Road, New Delhi- 110044	Respondent

CORAM:	
Shri. Samir Kumar	Member
Shri Vijay Kumar Goyal	Member
APPEARANCE:	
Sh. Sanjeev Sharma (Advocate)	Complainant
Ms. Tanya Swarup (Advocate)	Respondent

ORDER

1. The present complaint 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 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 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	"Mindspace", Sector-62, Gurugram
2.	Project area	8.35625 acre
3.	Nature of the project	IT park colony
4.	DTCP license no. and validity status	86 of 2010 dated 23.10.2010 valid till 22.10.2020
5.	Name of the license holder	M/s Bakir Real Estate Pvt. Ltd. And Ors.
6.	Name of the collaborator	DLF New Gurgaon Offices Developers Pvt. Ltd.
7.	RERA registered/ not registered	Registered Registered vide no. 240 of 2017 dated 25.09.2017
8.	RERA registration valid up to	31.12.2020



9.	Unit no.	IMP-B-086 Virtual office space (as alleged by the respondent page no. 7 of the reply)
10.	Unit area	1000 sq. ft. (annexure- I on page no. 19 of the complaint)
11.	Date of execution of MOU	04.11.2011 (annexure- I on page no. 17 of the complaint)
12.	Total consideration	Rs. 62,50,000/- (page no. 19 of the complaint)
13.	Total amount paid by the complainant	Rs. 60,00,000/- (vide receipt on page no. 20 of the complaint)
14.	Possession clause	4. The Developer has represented to the allottee that the possession of the said unit shall be handed over by the developer to the allottee but in the event of virtual space the space will be registered in favour of allottee and handed over to the lessee within a maximum period of 2 (two years after approval of building plans of the said project from competent authorities of the said project subject to force majeure. That the allottee hereby agrees



		accepts and confirms the authority and power of the developer for any variation or change in the location or area of the said unit allotted to him and that the allotment is provisional.
15.	Due date of delivery of possession	04.12.2017 (Calculated from the date of approval of building plan)
16.	Occupation Certificate	Not obtained w.r.t the subject tower 02.06.2020 [for tower- C (ground floor to 13 th floor)]
17.	Offer of possession	15.07.2019 Not a valid/ lawful offer of possession
18.	Delay in handing over of possession till date of decision 06.10.2021	3 years, 10 months and 2 days.

B. Facts of the complaint

3. That the respondent company M/s. Imperia Structures Limited advertised for the construction of a commercial complex on piece of land admeasuring 8.35 acres called Cyber/IT Park "Mindspace" in the revenue estate Village



Maidawas, in Sector 62, Gurgaon Haryana. (Hereinafter referred as the subject 'project')

4. That the complainant purchased/booked an office/unit no. IMP-B-086 admeasuring super area of 1000 sq. ft. at the rate of Rs. 6250/- per sq. ft. amounting total to Rs. 62,50,000/- including other charges etc. on the assurance that construction shall be completed in time and possession would be handed over in time. At the time of booking Rs. 1,50,000/- was paid to promoter /developer vide cheque no. 121640 dated 29.08.2011 by the complainant.
5. That an amount of Rs. 60,00,000/- was paid to the respondent prior to the execution of the MOU. The MOU dated 04.11.2011 was executed between both the parties i.e., M/s. Imperia Structures Limited and the complainant on terms and conditions as laid down by the company. As per MOU, the respondent had promised to pay to complainant assured return of Rs. 60,000/- per month calculated on basis of Rs. 60/- per sq. ft. payable from 01.11.2011 to till offer of possession as provided under clause 4 of the MOU. The respondent further sold one car parking space to the complainant for a consideration of Rs. 2,50,000/.



6. That as per MOU the possession of the unit in question was to be handed over within maximum period of 2 years after the approval of building plans from competent authorities as provided under clause 4 of the MOU. That further as per the possession clause, the possession was to be handed over lastly by November 2013, however at that time the construction of the project was far from completion.
7. That the respondent was liable to pay assured return @ of Rs. 60/- per sq. ft. from 1st November 2011 to till the offer of possession. The promoter paid Rs. 60,000/- per month continued to complainant from 1st November 2011 to January 2018. That after repeated visits by the complainant, the respondent has neither offered handing over of the possession nor any satisfactory reply is given in this regard.
8. That the respondent issued a reminder letter dated 30.01.2020 to the complainant demanding a huge amount of Rs. 11,75,200/- without the adjustment of assured return. In the said letter was mentioned as a virtual office space instead of lockable space.
9. That as of today in March 2020, the complainant is still without offer of possession even after the lapse of good 8 and



a half years i.e., from 29.08.2011 to 01.03.2020. Hence, the promoter is liable to pay interest @ 24% to the complainant.

C. Relief sought by the complainant.

10. The complainant has sought following relief(s):

- (i) Direct the respondent to pay interest for the delayed period of possession as arrears of DPC and further ordered to pay interest for each month till the possession is handed over.
- (ii) Direct the respondent to recalculate the interest on equitable basis from the beginning and reimburse, if charged extra than MCLR

D. Reply by the respondent.

11. The respondent no. 1 is a company duly registered under the provisions of the Companies Act, 1956 and Mr. Varun Kumar is authorized representative of the respondent company, to sign, verify and file this reply before this authority.
12. That the complainant has filed the complaint before this authority thereby misleading certain facts and manipulated them according to the suitability of their whims and fancies, the correct facts were not placed before this authority, therefore, it has become the dire need of the time to place the correct sequence of events to avoid



the deception and miscalculation. Thus, the respondent is hereby seeking dismissal of the present complaint on the ground of misleading and distorted information placed before this authority.

13. That, on 29.08.2011, the complainant has booked an office space with the respondent company at project launch, then named as "Imperia Byron" (presently known as "Imperia Mind space") located at sector-62, Golf Course Road, Gurgaon, Haryana, and thereby signed an "application cum registration form."
14. That, it is germane to mention herein that the State Government had acquired the huge land which comprises the said project land from farmers and transferred such land to the respondent company for development in accordance with its master plan and then it had carved out various sectors and plots therein. That, the respondent company started construction over the said project land after obtaining all necessary sanctions/approvals/ clearances from different state/central agencies/authorities. That, it is necessary to mention that the respondent company received



initial approval of building plans on 04.12.2015 and started the milestone construction of the present project.

15. That, subsequently receiving the building plans as mentioned herein above the respondent company started the construction in full swing and also allotted the unit to the concerned allottee. That, the respondent company on certain recommendation changed the name of the project from the "Imperia Byron" to "Imperia Mindspace" and the same was communicated to the customer vide letter dated 15.03.2016.
16. That the respondent company vide letter dated 30.01.2020 issued the "offer of possession for fit-out period and commencement of lease rent" for the unit IMP-B-0086 admeasuring 1000 sq.ft., which is a virtual office space located in the project named "MINDSPACE" at Sector-62, Gurugram, Haryana.
17. That it is a known fact that the respondent puts all its money received from the allottee upon the construction and default in making the payment affects the construction speed and the whole cycle of completion of the committed project, therefore, the default in making the payment affects the whole cycle of construction and eventually affects the



delivery of the project to other allottee to whom the promoters have committed the timely delivery. It is also necessary to bring in notice that, in spite of several difficulties and certain force majeure such as recent COVID-19, the respondent company has procured the occupancy certificate on 02.06.2020, which shows the bonafide of the respondent company to complete the project in spite of the many hardships faced in completing the project.

18. That in clause 4 of the "MOU," it is unequivocally agreed between the parties that the respondent company shall pay the assured returns to the complainant till the "offer of possession" i.e., sent to the complainant vide letter dated 15.07.2019 and afterwards shall pay the assured rental till the "agreement of lease" is executed between the parties. In both circumstances the complainant are in win-win situation. If the respondent company completes the construction and offer the possession to the complainant, still the complainant shall be getting the assured rental, or in case the respondent company fails to offer the possession, the monthly installment of assured return is payable to the complainant. The respondent company has paid the assured returns to the



complainant from the period starting from April 2012 till March 2019 @ Rs. 27,000/- per month, consequently, the complainants have almost received more than the amount invested in the said unit. In further, the respondent company was bound to handover the possession of virtual space within two years from the date of sanction of the building plans, which was received on 04.12.2015. Thus the due date for possession was 04.12.2017, however, as it is clear from the above clause, in both circumstances the respondent company was bound to either pay assured returns or assured rentals, and the respondent company had kept paying the assured returns as it was agreed between the parties, therefore, it is evident from the fact that the respondent company is not at default and complied and followed the adherence of the clauses agreed under the "MOU."

19. That, it is relevant to mention herein that due to the force majeure conditions and circumstances/reasons, which were beyond the control of the respondent company as mentioned herein below, the construction works got delayed at the said project. Both the parties i.e. the complainant as well as the respondent company had contemplated at the very initial



stage while signing the "MOU" that some delay might occur in future and that is why under the force majeure clause as mentioned in the "MOU", it is duly agreed by the complainant that the respondent company shall not be liable to perform any or all of its obligations during the subsistence of any force majeure circumstances and the time period required for performance of its obligations shall inevitably stand extended. It is unequivocally agreed between the complainant and the respondent company that the respondent company is entitled to extension of time for delivery of the said unit on account of force majeure circumstances beyond the control of the respondent company. It is mentioned in the clause 5 of the "MOU" agreed between the parties.

20. That, owing to unprecedented air pollution levels in Delhi-NCR, the Hon'ble Supreme Court ordered a ban on construction activities in the region from 04.11.2019 onwards, which was a blow to realty developers in the city. The Air Quality Index (AQI) at the time was running above 900, which is considered severely unsafe for the city dwellers. Following the Central Pollution Control Board



(CPCB) declaring the AQI levels as not severe, the SC lifted the ban conditionally on 09.12.2019 allowing construction activities to be carried out between 6 am and 6 pm, and the complete ban was lifted by the Hon'ble Supreme Court on 14.02.2020. That, when the complete ban was lifted on 14.02.2020 by the Hon'ble Supreme Court, the Government of India imposed National Lockdown on 24.03.2020 due to pandemic COVID-19, and conditionally unlocked it on 03.05.2020. However, this has left the great impact on the procurement of material and labour.

21. Moreover, it is also pertinent to mention here that every year the construction work was stopped / banned / stayed due to serious air pollution during winter session by the Hon'ble National Green Tribunal (NGT), and after banned / stayed the material, manpower and flow of the work has been disturbed / distressed. That, owing to the above said force majeure circumstances and reasons beyond the control of the respondent company, it was extremely necessary to extend the intended date of offer of possession mentioned in the "MOU" and hence the intended date for offer of possession of the subject unit was rescheduled.



22. That, therefore, it is evident from the fact that the respondent company was adhering to the "MOU" entered into between the parties, and willing to adjust for further period in the final demand but subject to the payment by the complainant, the said unit booked by the complainant is a virtual unit and the actual physical handover/possession could not be done and the same is also not part of the 'MOU.' The respondent company has received completion certificate on 02.06.2020 and willing to execute "agreement of lease deed" subject to the compliance of "MOU".
23. That, it is, therefore, worthwhile to conclude that the respondent company cannot be termed as "wilful defaulter" by any stretch of imagination. Therefore, the respondent company earnestly requests this authority to appreciate all the factual matrix and circumstances as detailed hereinabove to reach a logical conclusion to serve the ends of justice.
24. That, in the present complaint, the complainant has suppressed material facts as mentioned hereinabove and the same have now been brought to the knowledge of this authority by the respondent company through this reply, and the complainant has thereby tried to mislead this authority.



The present complaint has merely been filed with a view to harass the respondent company and therefore complaint of the complainant deserves to be dismissed with exemplary costs imposed on the complainant for abusing the process of law as well as the process of this authority. It is strenuously denied that the respondent company has made any illegal demand from the complainant. However, it is submitted that all the demands of the respondent company are legal and as per the terms and conditions agreed between the parties.

25. That, in view of the above said detailed reply; it is crystal clear that all the issues and grievances of complainant are vexatious, mischievous and misleading. It is denied that the complainant is entitled for any relief as prayed for by the complainant. Hence, the said complaint may kindly be rejected/dissmised in the interest of justice.
26. The respondent company craves leave of this authority to add, amend or alter this reply, if found necessary, at any stage of the proceedings. The respondent company shall submit any documents or details or above referred judgments as may be required by this authority. The respondent company also craves leave of this authority to



make further submissions at the appropriate stage, if so advised.

27. Copies of all the relevant do have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

28. 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, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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 allottees 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;

The provision of assured returns is part of the builder buyer's agreement, as per clause 15 of the BBA dated..... Accordingly, the promoter is responsible for all obligations/responsibilities and functions including payment of assured returns as provided in Builder Buyer's Agreement.

Section 34-Functions of the Authority:

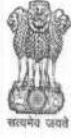
34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

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 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 Delay possession charges.

Relief sought by the complainant: Direct the respondent to pay interest for the delayed period of possession as arrears



of DPC and further ordered to pay interest for each month till the possession is handed over.

29. In the present complaint, the complainant intends to continue with the project and are 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."*

30. Clause 4 of the MOU dated 04.11.2011, provides for handing over possession and the same is reproduced below:

The Developer has represented to the Allottee that the possession of the Said Unit shall be handed over by the Developer to the Allottee but in the event of Virtual Space the Space will be registered in favour of Allottee and handed over to the Lessee within a maximum period of 2 (two years after approval of Building Plans of the Said Project from competent authorities of the Said Project subject to force majeure. That the Allottee hereby agrees accepts and confirms the authority and power of the Developer for any variation or change in the location or area of the Said Unit allotted to him and that the allotment is provisional.'



31. The respondent promoters have proposed to handover the possession of the subject apartment within a maximum period of 2 (two years after approval of building plans of the said project from competent authorities of the said project subject to force majeure.
32. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges, 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.
33. 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.

34. 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., 06.10.2021 is 7.30% p.a. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30% p.a.
35. The definition of term 'interest' as defined under section 2(z) 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;"

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

37. **Validity of offer of possession:** At this stage, the authority will clarify the concept of 'valid offer of possession'. It is necessary to clarify this concept because after valid and lawful offer of possession, liability of promoters for delayed offer of possession comes to an end. On the other hand, if the possession is not valid and lawful, liability of promoters continues till a valid offer is made and allottee remains entitled to receive interest for the delay caused in handing over valid possession. The authority after detailed consideration of the matter has arrived at the conclusion that a valid offer of possession must have following components:

- i. **Possession must be offered after obtaining occupation certificate-** The subject unit after its completion should have received occupation certificate from the concerned department certifying that all the



basic infrastructural facilities have been laid and are operational. Such infrastructural facilities include water supply, sewerage system, storm water drainage, electricity supply, roads and street lighting.

ii. **The subject unit should be in habitable condition-**

The test of habitability is that the allottee should be able to live in the subject unit within 30 days of the offer of possession after carrying out basic cleaning works and getting electricity, water and sewer connections, etc from the relevant authorities. In a habitable unit, all the common facilities like lifts, stairs, lobbies, etc should be functional or capable of being made functional within 30 days after completing prescribed formalities. The authority is further of the view that minor defects like little gaps in the windows or minor cracks in some of the tiles, or chipping plaster or chipping paint at some places or improper functioning of drawers of kitchen or cupboards etc. are minor defects which do not render an apartment uninhabitable. Such minor defects can be rectified later at the cost of the developers. The allottee should accept possession of an apartment with such minor defects under protest. This authority will award suitable relief or compensation for rectification of minor defects after taking over of possession under protest.



However, if the subject unit is not at all habitable because the plastering work is yet to be done, flooring works is yet to be done, common services like lift etc. are non-operational, infrastructural facilities are non-operational, then the subject unit shall be deemed as uninhabitable and offer of possession of an uninhabitable unit will not be considered a legally valid offer of possession.

- iii. **Possession should not be accompanied by unreasonable additional demands-** In several cases, additional demands are made and sent along with the offer of possession. Such additional demands could be of minor nature or they could be significant and unreasonable which puts heavy burden upon the allottee. An offer accompanied with unreasonable demands beyond the scope of provisions of agreement should be termed an invalid offer of possession. Unreasonable demands itself would make an offer unsustainable in the eyes of law. The authority is of the view that if the additional demands are made by the developer, the allottee may accept possession under protest or decline to take possession raising objection against unjustified demands.



38. In light of the above-mentioned reasoning, the offer of possession dated 30.01.2020 made by the promoters in the present matter is not a valid/ lawful offer of possession as the same has been made before obtaining OC from the competent authority which is a necessary pre-requisite. The OC for the subject unit has not been obtained by the respondent promoters.
39. On consideration of the circumstances, the evidence and other record and submissions made by the parties, 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. The date of approval of the building plan for the subject project is 04.12.2015. By virtue of MOU executed between the parties on 04.11.2011, the possession of the booked unit was to be delivered within a period of two years after approval of building plans of the said project from the competent authority which comes out to be 04.12.2017.
40. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. These 2 months' of



reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 04.12.2017 till the date of offer of possession after obtaining occupation certificate from the competent authority plus two months or handing over of possession whichever is earlier as per the provisions of section 19(10) of the Act.

41. Accordingly, 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 complainant is entitled to delayed possession charges at the prescribed rate of interest i.e., 9.30% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession i.e., 04.12.2017 till the date of offer of possession after obtaining occupation certificate from the competent authority plus two months or



handing over of possession whichever is earlier as per the provisions of section 18(1) of the Act read with rule 15 of the rules and section 19 (10) of the Act.


H. Directions of the authority

42. 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 promoters as per the function entrusted to the authority under section 34(f):

- I. The respondent is directed to pay interest at the prescribed rate of 9.30% p.a. for every month of delay from the due date of possession i.e., 04.12.2017 till the date of offer of possession after obtaining occupation certificate from the competent authority plus two months or handing over of possession whichever is earlier as per section 19 (10) of the Act.
- II. The arrears of such interest accrued from 04.12.2017 till date of this order 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 payable by the promoter to the allottee before 10th day of each 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 promoters, 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 promoters 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.
43. Complaint stands disposed of.
44. File be consigned to registry.


(Samir Kumar)
Member


(Vijay Kumar Goyal)
Member

HARERA
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 06.10.2021

JUDGEMENT UPLOADED ON 26.12.2021