

PROCEEDINGS OF THE DAY		65
Day and Date	Tuesday and 08.07.2025	
Complaint No.	CR/297/2024 Case titled as Ram Giri Yadav VS DLF Home Developers Private Limited	
Complainant	Ram Giri Yadav	
Represented through	Shri Sukhbir Yadav Advocate	
Respondent	DLF Home Developers Private Limited	
Respondent Represented	Shri J.K. Dang Advocate	
Last date of hearing	21.05.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint has been filed on 05.02.2024 and registered as complaint no. 297 of 2024. Reply on behalf of the respondent has been received on 27.03.2024. The counsel for the complainant submits that on 30.06.2008 an application for allotment was made by the original allottee. Further an agreement to sell was executed between the original allottee and complainant on 12.12.2009 and letter was issued by the respondent confirming the nomination in the name of complainant on 10.02.2010. Thereafter, a space buyer agreement was executed between the complainant and respondent for the subject unit on 20.05.2010. The total sale consideration of the unit was Rs.94,34,450/- and the complainant has paid more than the sale consideration i.e. Rs.1,04,17,216/-. As per the clause 10 of the space buyer agreement the unit was to be handed over within 36 months from the date of allotment i.e. by 30.06.2011. An offer of possession was issued by the respondent on 09.01.2015 with several unacceptable terms inclusive of increase in area from 1621 sq. ft. to 1666 sq. ft. without the consent of complainant and other charges such as parking charges of Rs. 5,40,000/-, Rs.2,36,250/- under other costs, Rs.88,231/- for contingency deposit.		

New PWD Rest House, Civil Lines, Gurugram, Haryana

Further, the counsel for the complainant submits that the respondent obtained the occupation certificate on 19.06.2014. The occupation certificate was subsequently put on hold by the competent Authority through show cause notice dated 17.12.2014. DTCP directed the respondent to refrain from offering the possession to the allottees. The show cause notice dated 17.12.2014 was subsequently withdrawn by the competent Authority on 24.06.2015. Hence, the offer of possession dated 09.01.2015 issued by the respondent was not valid as the respondent was restrained from issuing offer of possession. Also, the complainant has paid Rs.4,24,932/- to the respondent towards conveyance deed charges on 03.02.2015. Same was refunded by the respondent on 03.12.2015.

On the contrary, the counsel for the respondent submits that the occupation certificate was received on 19.06.2014. The possession of the subject unit was not delivered to the complainant due to certain environmental clearance issues, which were subsequently resolved, and by 24.06.2015, the occupation certificate was in place. An offer of possession was made to the complainant in January 2015, and since then, the tower has been fully completed. Thereafter, the complainant sought a refund of the amount paid to the respondent and is now, through the instant complaint, seeking relief in the form of possession and interest for the delay period. The complainant had also filed a criminal complaint against the respondent, which was dismissed. Further submits that the total sale consideration of the unit was Rs. 1 crore 87 lakh, whereas the complainant has incorrectly mentioned it as Rs. 94 lakhs.

Arguments heard.

Order reserved.

Parties may file brief written submissions alongwith clarification of the amount paid by the complainant within a period of 2 weeks with an advance copy to each other.

Matter to come up on 12.08.2025 for pronouncement of order.


Ashok Sangwan
Member


Arun Kumar
Chairman
08.07.2025