

New PWD Rest House, Civil Lines, Gurugram, Haryana

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PROCEEDINGS OF THE DAY

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Day and Date	Wednesday and 21.05.2025
Complaint No.	CR/297/2024 Case titled as Ram Giri Yadav VS DLF Home Developers Private Limited
Complainant	Ram Giri Yadav
Represented through	Complainant in person with Shri Sukhbir Yadav Advocate
Respondent	DLF Home Developers Private Limited
Respondent Represented	Shri Ishaan Dang Advocate
Last date of hearing	09.04.2025
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**.

Succinct facts as per the complaint and the reply are as follows:

Sr. No.	Particulars	Details
1.	Name of the project	"DLF Corporate Greens", Sector-74-A, Gurugram, Haryana.
2.	Area of the project	27.8 acres
3.	Nature of project	Commercial space
4.	DTCP license no.	License no. - 51 of 2008
5.	RERA registered	Not registered

CR/297/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

6.	Unit no.	DCG1-0417 (As on page no. 73 of reply)
7.	Unit Area	1621 sq.ft. [Super-Area] (As on page no. 73 of reply)
8.	Allotment letter in favour of original allottee	30.06.2008
9.	Agreement to sell [Between original allottee and complainant]	12.12.2009 (As on page no. 44 of complaint)
10.	Date of execution of buyer's agreement dated	20.05.2010 (As on page no. 70 of reply)
11.	Possession clause	Clause 10.2. Schedule for Possession of the said Premises: <i>The Intending Seller based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said Premises within a period of thirty six (36) months from the date of allotment of the said premises unless there shall be delay or there shall be failure due to reasons mentioned in Clauses (11.1), (11.2), (11.3) and Clause (39) or due to failure of Intending Allottee(S) to pay in time the total sale price of the said premises.</i> [Emphasis supplied] (As on page no. 85 of reply)

12.	Due date of possession	20.05.2013 [Calculated 36 months from the date of execution of agreement]
13.	Total sale consideration	Rs.94,34,450/- (As on page no. 75 of reply)
14.	Total amount paid by the complainant	Rs.1,04,17,216/-
15.	Occupation certificate	19.06.2014
16.	Offer of possession	09.01.2015 (As on page no. 56 of reply)
17.	Legal notice sent to respondent seeking refund	29.08.2016 (As on page no. 154 of complaint)

The complainant has sought following relief(s):-

1. Possession.
2. D.P.C.
3. Direct the respondent to provide the area calculation.
4. C.D.
5. Refund the car parking charges of Rs.5,40,000/-
6. Issue fresh offer of possession after deleting the illegal charges.
7. Initiate proceedings under Section-59 of the Act for non-registration of the project.

[The complainant filed a consumer complaint bearing no. 1811 of 2018 before the NCDRC. On 12.12.2023, the complainant filed an application for withdrawal of the complaint. Thereafter on 14.12.2023, the Hon'ble NCDRC dismissed the said complaint as withdrawn with liberty to pursue the remedy under the law.]

On 03.02.2015, the complainant paid Rs.4,24,932.32/- to the respondent as property registration charges, but the respondent failed to register the

conveyance deed therefore, on 03.12.2015, refunded the said amount with interest through cheque.

As per the written submissions filed by the complainant, the complainant stated that the complainant did not take possession of the unit due to several contentious issues with the Offer of Possession which are as follows:

1. Unilateral Increase in super area: From 1621 sq.ft. to 1666 sq.ft.
2. Unreasonable charges including service tax and other charges for the increased area.
3. Parking fees of Rs.5,40,000/-
4. Demand of Rs.2,36,250/- under "Other Costs"
5. Demand of Rs.88,231/- under "Contingency Deposit"

Respondent issued the offer of possession despite the Authority's restraint on issuing further offers of possession due to the show cause notice dated 17.12.2014.

The show cause notice was withdrawn on 24.06.2015, the respondent failed to issue a revised or fresh Offer of Possession.

Part arguments heard.

The respondent has argued for dismissal of complaint on the ground of limitation as well as jurisdiction. In this regard detailed written arguments are being submitted in the registry of the authority today itself and a copy of the same has been handed over to the counsel for the complainant during the course of proceedings.

As the respondent has raised certain pertinent issues relating to jurisdiction of the Authority as well as limitation, the matter may be put up before the full bench on **08.07.2025**.

Ashok Sangwan
Member
21.05.2025