PROCEEDINGS OF THE DAY	25
Day and Date	Tuesday and 02.07.2024
Complaint No.	CR/3411/2021 Case titled as Harvinder Pal Singh VS Emaar MGF Land Limited
Complainant	Harvinder Pal Singh
Represented through	Shri Jagdeep Kumar Advocate
Respondent	Emaar MGF Land Limited
Respondent Represented	Shri Dhruv Rohatgi and Shubham Advocate for R1 Shri Tarun Kumar Advocate for R2
Last date of hearing	26.03.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 01.09.2021 and the reply was received on 19.10.2021. Reply on behalf of respondent no. 2 is received on 07.03.2024.

The main case was disposed off vide orders date 15.12.2021 with the directions of delayed possession charges from the due date till the offer of possession plus two months.

Before the disposal of the complaint the original allottee sold his unit to a subsequent allottee by executing an agreement to sell 27.02.2021 and later executed the sale deed on 16.08.2021.

As per the order of Hon'ble Tribunal dated 26.04.2023, the case has been remanded back for fresh decision. It has been observed that neither the complainant nor the defendant bothered to implead the subsequent purchaser as a party in the proceedings.

The counsel for the complainant has filed an application dated 15.05.2023 for impleadment whereas it is stated that after conveyance deed got executed the complainant sold his flat to Mr. Lalit Kumar Tyagi and Mrs. Savita Tyagi by executing an agreement to sell on 27.2.2021 and later executed the sale deed

on 16.08.2021. The said application for impleadment was allowed vide order dated 01.08.2023.

Succinct facts of the case as per complaint and reply are as under:

Sr. No.	Particulars	Details
1.	Name of the project	Gurgaon Greens, Sector 102, Gurugram, Haryana
2.	Unit no.	GGN-14-0901, 9th floor, building no. 14 [annexure P2, page 52 of complaint]
3.	Unit admeasuring	1650 sq. ft. (Page 52 of the complaint)
4.	Provisional allotment letter dated	27.01.2013 [annexure P1, page 30 of complaint]
5.	Date of execution of buyer's agreement	16.05.2013 [annexure P2, page 49 of complaint]
6.	Possession clause	***14. (a) POSSESSION*** 36 months from the date of start of construction plus grace period of 5 months, for applying and obtaining completion certificate/ occupation certificate in respect of the unit and / or the project. (Page 65 of the complaint) (Emphasis supplied)
7.	Date of start of construction	14.06.2013

8.	Due date of possession	14.06.2016 [**Note: -** Grace period not allowed]
9.	Total consideration	Rs.95,65,405/- [as per statement of account dated 03.09.2021 at page 116 of reply]
10.	Total amount paid by the complainants	Rs.95,95,833/- [as per statement of account dated 03.09.2021 at page 116 of reply]
11.	Occupation certificate	05.12.2018 [annexure R7, page 119 of reply]
12.	Offer of possession	12.12.2018 [annexure R9, page 125 of reply]
13.	Unit handover letter dated	05.05.2019 [annexure R10, page 130 of reply]
14.	Conveyance deed executed on	09.05.2019 [annexure R11, page 131 of reply]
15.	Agreement to Sell by complainant to Subsequent allottee Mr. Lalit Kumar Tyagi and Mrs. Savita Tyagi	27.02.2021 (as per agreement to sale at page 4 of impleadment application)
16.	Sale Deed between Complainant and Mr. Lalit Kumar Tyagi along with Mrs. Savita Tyagi	16.08.2021 (as per sale deed at page 10 of impleadment application)

As per clause 3 of ATS dt. 27.02.2021, subsequent allottees were informed that the complainant are perusing one claim of DPC as per RERA laws against the builder. As per reply filed by the subsequent allottee they have no objection and pecuniary interest in the claim raised by the complainants.

The complainant is seeking the following reliefs:

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1. Direct the respondent to pay interest at the rate of 18% on account of delay in offering possession on Rs.92,87,034/- amount paid by the complainant as sale consideration of the said flat from the date of payment till the date of delivery of possession.
2. Litigation Charges.

The counsel for the subsequent purchaser already impleaded as respondent No.2 states at bar that he has no objection if the relief of DPC is granted in favour of the complainant as per mutual agreement i.e. 27.02.2021 entered between them at the time of sale. However, the counsel for respondent No.1 states that the complainant is not an allottee at the time of filing of complaint and the fact of sale of unit is not disclosed at the time of filing of complaint. More over the authority has already taken a view in similar situation and relief of DPC was not considered in CR No.4397 of 2020.

Arguments heard.

Order reserved.

Both the counsels for the parties may file written submissions within 2 weeks with an advance copy to each other.

Matter to come up on **03.09.2024** for orders.

Ashok Sangwan
Member

V.I
Vijay Kumar Goyal
Member

Arun Kumar
Chairman
02.07.2024