



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 3253 OF 2023

Shalilender Kumar

....COMPLAINANT

Versus

Ruhil Promoters Pvt. Ltd.

...RESPONDENT

**CORAM: Dr. Geeta Rathee Singh
Chander Shekhar**

**Member
Member**

Date of Hearing: 13.05.2025

Hearing: 7th

Present: - Adv. Jasdeep Singh, Ld. Counsel for Complainant.
Adv. Kamaljeet Dahiya, Ld. Counsel for Respondent through VC.

ORDER

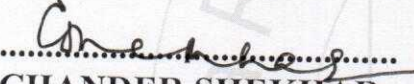
1. On the last date of hearing i.e., 28.01.2025, Authority directed respondent counsel to file proof of service of offer of possession dated 08.07.2022 before the next date of hearing.
2. Vide application dated 07.05.2025, Ld. counsel for respondent placed on record offer of possession dated 10.05.2022 along with service of proof and demand letter regarding clearance of outstanding dues of ₹9,99,373/- and ₹11,10,238/-.

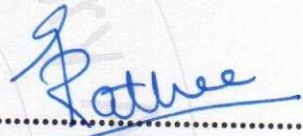
3. Ld. counsel for complainant appeared and stated that the respondent had placed on record a receipt dated 10.05.2022 by DTDC, which is private postal service and same does not provide any details as when the letter of offer of possession was served upon the complainant. Therefore, there is no proper proof of service of offer of possession and the liability still relies on the respondent to give a valid and proper proof of service of offer of possession. Further, he submitted that an apartment buyer agreement was executed between the parties on 18.01.2013 and the complainant had made payment of ₹39,63,694/- which is almost 90% of total sale consideration of ₹40,53,000/-. However, till date the complainant had not received any offer of possession. Therefore, the complainant prays for valid possession, delayed interest. Respondent allegedly made illegal demands regarding staircase charges of ₹3,36,000/- and maintenance charges of ₹60,453/- respectively.
4. Per contra, ld. counsel for respondent submitted that respondent applied for occupation certificate on 13.01.2020, received the same on 17.03.2022 and made a legally valid offer of possession vide letter dated 10.05.2022. Ld. counsel for respondent stated that nowhere the complainant in its complaint has challenged the offer of possession and the statement of accounts. Further, he stated that the complainant as per Section 19 (9),

Rathee

(10), (11) of the RERA Act, 2016 was also obligated to make timely payments and accept possession of the unit within 2 months from the offer of possession was made. However, the complainant neither gave any reason for not accepting the possession nor raised any deficiencies in the offer of possession. Furthermore, he stated that possession was delayed due to force majeure conditions including covid-19.

5. Case is adjourned to 12.08.2025 for further arguments and consideration.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]