

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 421 of 2026

Date of Decision: August 17, 2026

Mr. Sumeet Singh S/o Harmit Singh, R/o H-12, South City-1, Gurgaon, Haryana.

Appellant-allottee.

Versus

M/s Mangalam Multiplex Pvt. Ltd. through its Managing Director/Authorised Representative, having its Registered Office at LGF, F-22, Sushant Shopping Arcade, Sushant lok Phase 1, Gurugram - 122002

Respondent-promoter.

CORAM:

**Justice Rajan Gupta
Dinesh Singh Chauhan**

**Chairman
Member (Technical)**

Present: Mr. Sumeet Singh,
appellant in person.

O R D E R:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 09.12.2025, passed by the Authority at Gurugram,¹ whereby Complaint No.1413 of 2023 filed by the allottee was dismissed. The Authority held that the appellant was not entitled to delayed possession charges, as the Occupation Certificate had been obtained, physical possession had been handed over and the conveyance deed had also been executed prior to the due date of possession.

2. The factual matrix of the case is that the appellant-allottee booked a commercial unit No. R8 LG 02 on Lower Ground Floor in Block-8, having a super area of 1068.57 sq. ft., in the project of the respondent-promoter, namely, "M3M 65th Avenue" situated in Sector-65, Gurugram, under the construction-linked payment plan. Agreement for sale was executed between the parties on 28.08.2018. Due date of

¹Haryana Real Estate Regulatory Authority, Gurugram.

possession was 01.05.2024. The respondent-promoter raised demands from time to time in accordance with the agreed payment plan and, on account of non-payment, issued reminders and pre-cancellation notices to the appellant-allottee. Since the outstanding dues were not cleared, the allotment was cancelled vide cancellation letter dated 23.08.2021. Occupation Certificate for the project was thereafter granted by the competent authority on 30.09.2021. Thereafter, the appellant-allottee approached the respondent-promoter for restoration of the allotment. The respondent accepted the request subject to payment of the outstanding dues and issued an offer of possession on 25.10.2021 along with demand of balance dues. Total sale consideration of the unit was Rs.2,48,03,826/-, out of which, the appellant paid Rs.2,46,43,580/-. Despite the appellant-allottee having cleared the major part of the outstanding dues in April 2022, possession was not given. Consequently, the appellant-allottee was constrained to approach the Authority in 2023 by filing a complaint seeking possession, delay-possession charges along with directions to the respondent-promoter to refund the Preferential Location Charges (PLC) and the amount collected towards maintenance charges.

3. Stand of the respondent-promoter before the Authority was that the appellant-allottee had defaulted under the agreed payment plan, leading to the initial cancellation of the allotment. It also contended that the unit was completed within time and possession was offered on 25.10.2021 after the grant of Occupation Certificate. It was further contended that the appellant-allottee was not coming forward to take possession or execute the conveyance deed. The respondent further contended that the unit was preferentially located and that the appellant-allottees' claim for refund of Preferential Location Charges was an afterthought.

4. During the pendency of the complaint, physical possession of the unit was handed over to the appellant on 27.03.2024, and the conveyance deed was executed on 28.03.2024. The appellant-allottee thereafter pressed his claim for delayed-possession charges up to the date of delivery of physical possession of the unit. The Authority, vide the impugned order dated 09.12.2025, rejected the claim, holding that possession had been delivered and the conveyance deed had also been executed before the due date of possession, i.e., 01.05.2024. It further held that, upon execution of the conveyance deed and relinquishment of his claims, the appellant-allottee was not entitled to seek a refund of the PLC or maintenance charges.

5. Aggrieved by the said impugned order, the appellant-allottee has preferred the instant appeal before this Tribunal. It is primarily contended that the Authority erred in rejecting the claim of delay possession charges up to the date of actual possession and refund of PLC and maintenance charges.

6. We have heard the appellant and given careful thought to the facts of the case.

7. It is not disputed that the Occupation Certificate was granted to the project on 30.09.2021 and offer of possession was made to the appellant-allottee on 25.10.2021. The record also shows that the appellant-allottee had defaulted in making timely payments, which led to cancellation of the allotment. Although the allotment was later restored, such restoration was subject to conditions and does not erase the earlier default on the part of the appellant-allottee.

8. It is also evident that the appellant-allottee cleared the major part of the outstanding amount only in April 2022 and thereafter failed to take timely steps to complete the requisite formalities for taking possession, which was ultimately handed over on 27.03.2024. Therefore,

the delay in taking possession is attributable to the appellant-allottee and not to the respondent-promoter. In these circumstances, the claim for delay possession charges up to the date of actual possession is untenable, especially when the project was completed and possession was offered well before the due date i.e., 01.05.2024.

9. With regard to the claim for refund of Preferential Location Charges and maintenance charges, this Tribunal agrees with the finding of the Authority that such claims are not maintainable. The appellant had accepted possession and executed the conveyance deed without raising any substantiated objection or reserving any right to claim a refund. The appellant-allottee, therefore, cannot re-agitate such claims at this belated stage. Further, there is no material on record to show that these charges were wrongly imposed.

10. In view of the foregoing discussion, we find no legal infirmity or procedural irregularity in the order passed by the Authority warranting interference by this Tribunal. The appeal is without any merit and is hereby dismissed.

11. Copy of this order be sent to parties and the Authority below.

12. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

August 17, 2026/mk