

**IN THE DELHI STATE CONSUMER DISPUTES  
REDRESSAL COMMISSION**

**Date of Institution: 01.09.2022**

**Date of hearing: 04.11.2025**

**Date of Decision: 14.11.2025**

**COMPLAINT CASE NO.- 134/2022**

**IN THE MATTER OF**

- 1. MS. DEBLEENA PAUL,**  
W/O MR. PRATIK CHUGH,
- 2. MR. PRATIK CHUGH,**  
S/O MR. RAJESH KUMAR CHUGH,

**BOTH RESIDING AT:**

R/O C-62 C, GANGOTRI ENCLAVE,  
ALAKNANDA KALKAJI, SOUTH DELHI,  
NEW DELHI – 110019.

**(Through: PSP Legal Advocates and Solicitors)**

...Complainants

**VERSUS**

**EMAAR INDIA LIMITED,**  
(EARLIAR KNOWN AS EMAAR MGF LAND LTD.)  
THOROUGH ITS DIRECTORS,  
HAVING ITS REGISTERED OFFICE AT:  
306-308, SQUARE ONE,  
C-2, DISTRICT CENTRE SAKET,  
NEW DELHI – 110017.

**ALSO AT:**

EMAAR MGF BUSINESS PARK,  
2<sup>ND</sup> FLOOR, MEHRAULI, GURGAON ROAD,  
SIKANDARPUR CHOWK, SECTOR-28,  
GURGOAN – 122002.

**(Through: Sunil Mund & Associates)**

...Opposite Party

**CORAM:****HON'BLE JUSTICE SANGITA DHINGRA SEHGAL  
(PRESIDENT)****HON'BLE MS. BIMLA KUMARI, MEMBER (FEMALE)**

Present: Mr. Krishna Upreti, Counsel for the complainant (Enrl. No. D/9824/2024, Email:krishnaupreti.psplegal@gmail.com)  
Mr. Sunil Mund and Ms. M. Kumar, Counsel for the OP  
Email; D/445/94 & D/1477/13, Email:  
sunil.mund@gmail.com)

**PER: HON'BLE JUSTICE SANGITA DHINGRA SEHGAL,  
PRESIDENT****JUDGMENT**

1. The present complaint has been filed by the Complainants before this Commission alleging deficiency of service and unfair trade practice on the Opposite Party and has prayed following reliefs: -
  - a) *Direct the Opposite Party to pay delay compensation in the form of interest @ 12% per annum from the promised date of possession till the date of offer of possession to the Complainants;*
  - b) *Direct the Opposite Party to pay compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only) to the Complainants for mental agony, harassment, discomfort and undue hardships caused to the Complainants as a result of the above acts and omissions on the part of the Opposite Party;*
  - c) *Direct the Opposite Party to pay a sum of Rs. 1,00,000/- (Rupees One Lakh Only) to the Complainants litigation costs;*
  - d) *That any other and further relief in favor of the Complainants, as the Hon'ble Commission may deem fit and proper in the facts and.*
2. The brief facts necessary for adjudication of the present Complaint are that one Ms. Urmila had booked a unit bearing No. PTS-07-0901 on the 9th floor in Tower No. 7 with the Opposite Party in the project

namely “*Palm Terraces Select*” situated at Sector-66, Gurgaon, Haryana. A Buyer’s Agreement dated 20.12.2010 was executed between them with respect to the said unit for total consideration of Rs. 1,69,72,320/-. Thereafter, the Complainants purchased the said unit from the original allottee vide Agreement to Sell dated 25.08.2012. Consequently, the Opposite Party vide Nomination Letter dated 18.09.2012, endorsed the Agreement along with all the payment receipts issued in favour of the original allottee in favour of the Complainants. Moreover, as per Clause 14 of the Agreement, possession of the unit was to be handed over within 36 months plus a grace period of 3 months from the date of commencement of construction. However, the Opposite Party miserably failed to complete the construction within the prescribed period and failed to offer possession within the stipulated time. Furthermore, the Complainants diligently followed the payment plan and made all payments as and when demanded by the Opposite Party. The Complainants made several communications regarding the status of construction of the said unit but no satisfactory response was given by the Opposite Party.

3. Additionally, the Opposite Party offered possession on 16.09.2019, i.e., after an inordinate delay of about 4 years from the promised date of possession. However, the Complainants were shocked to notice that the Opposite Party had failed to offer adequate compensation for the delay in handing over possession. Aggrieved by the actions of the Opposite Party, the Complainants have approached this Commission alleging deficiency in service and unfair trade practice on the part of the Opposite Party.
4. The Opposite Party has filed its Written Statement and raised preliminary objections regarding the maintainability of the present

Complaint. The Counsel for the Opposite Party submitted that the Complainants have failed to disclose the material fact that, at the time of transfer of allotment in their name, they had executed an Indemnity-cum-Undertaking dated 10.09.2012 in favour of the Opposite Party, thereby accepting the terms and conditions set out in the Agreement and agreeing that, being transferees, they shall not be entitled to claim any compensation for the delay in handing over possession or any rebate under any scheme. He further submitted that the Complainants have already received delay compensation at the agreed rate, willingly and without any reservation, and have thus acquiesced to the quantum of liquidated damages stipulated in the Buyer's Agreement. Therefore, the Complainants cannot have any further cause of action to raise a dispute regarding the same. In support of this submission, the Opposite Party relied upon the judgment titled *DLF Homes Panchkula Pvt. Ltd. & Anr. vs. D.S. Dhanda & Ors., Civil Appeal Nos. 4910-4941 and 4942-4945 of 2019, reported in IV (2019) SLT 675.*

5. The Counsel for the Opposite Party further submitted that the Complainants do not fall within the definition of 'Consumer' under the Consumer Protection Act, as they had purchased the property in question for commercial gain, which amounts to a commercial purpose. Lastly, he submitted that a joint reading of Clauses 14 and 16 of the Agreement dated 20.12.2010 makes it clear that time was not the essence of the contract for delivery of possession and that delay was contemplated between the parties under the terms of the Agreement. Moreover, the Buyer's Agreement already safeguards the rights of the purchaser in case of delay, as Clause 16(a) provides for delay compensation at the rate of Rs.7.50 per sq. ft. per month in case the developer fails to deliver possession within the proposed

timelines. Pressing the aforesaid objections, the Opposite Party prayed for dismissal of the present Complaint with costs.

6. The Complainants have filed the Rejoinder rebutting the written statement filed by the Opposite Party. Both the parties have filed their Evidence by way of Affidavit in order to prove their averments on record.
7. The Complainants have filed their Written Arguments and reiterated the allegations made in the present Complaint. They have further relied upon the following judgments:
  - a. *Ankita Mamntani & Anr. vs. Emaar MGF Land Ltd., Consumer Complaint No. 756 of 2018, decided on 07.08.2019.*
  - b. *Vivek Maheshwari vs. Emaar MGF Land Ltd., Consumer Complaint No. 1039 of 2016, decided on 26.04.2019.*
  - c. *Pioneer Urban Land & Infrastructure Ltd. vs. Geetu Gidwani Verma & Anr., Civil Appeal No. 1677 of 2019.*
  - d. *Ravinder Kumar & Anr. vs. Emaar MGF Land Ltd., CC No. 3315 of 2017, decided on 14.02.2022.*
  - e. *Emaar India Ltd. vs. Ravinder Kumar, Civil Appeal No. 2791 of 2022, decided on 13.04.2022.*
  - f. *Geetu Gidwani Verma & Anr. vs. Pioneer Urban Land Infrastructure Ltd., CC No. 238 of 2017, decided on 23.10.2018.*
  - g. *Fortune Infrastructure & Anr. vs. Trevor D'Lima & Ors., (2018) 5 SCC 442.*
8. The Opposite Party has also filed its Written Arguments and reiterated that no cause of action survives in favour of the Complainants as possession of the unit and delay compensation have already been provided.
9. We have perused the material available on record and heard the counsel for the parties.
10. The fact that the Complainants purchased the unit in question from the original owner is evident from the Agreement to Sell dated 25.09.2012 (*Annexure C-3*). Further, it is evident from the

Nomination Letter dated 18.09.2012 (*Annexure C-4*) that the Opposite Party endorsed the said Agreement along with all the payment receipts issued in favour of the original allottee in favour of the Complainants. Furthermore, it is clear from the Intimation of Possession dated 14.08.2019 that the Opposite Party offered possession of the said unit and the Complainants took possession on 21.11.2019.

11. The preliminary question for consideration before us is ***whether the Complainants have any cause of action against the Opposite Party.***
12. The Opposite Party has contended that the Complainants have already taken possession of the unit along with compensation as per the terms of the agreement, without raising any objection at that time. Therefore, no cause of action survives against the Opposite Party. To deal with this issue, we deem it appropriate to refer section 69 of the Consumer Protection Act, 2019:

*69. Limitation period. —*

*(1) The District Forum, the State Commission or the National Commission shall not admit a complaint unless it is filed within two years from the date on which the cause of action has arisen.*

*(2) Notwithstanding anything contained in sub-section (1), a complaint may be entertained after the period specified in sub-section (1), if the Complainant satisfies the District Forum, the State Commission or the National Commission, as the case may be, that he had sufficient cause for not filing the complaint within such period: Provided that no such complaint shall be entertained unless the National Commission, the State Commission or the District Forum, as the case may be, records its reasons for condoning such delay.”*

13. A perusal of the above statutory provision, it is clear that the complaint shall be filed before the State Commission within two years from the date on which the cause of action has arisen.
14. On perusal of the record, it is evident that the Complainants had taken possession of the said unit vide handover letter dated 21.11.2019 and the Conveyance Deed was also executed on 17.12.2019 in their favour. It is also not disputed by the Complainants that they had received delay compensation as per the terms of the Buyer's Agreement. Further, the Complainants have failed to file any evidence or document to show that they had not agreed to accept the said delay compensation. Moreover, there is no letter or communication on record indicating that they had ever raised any objection regarding the quantum or acceptance of the said delay compensation.
15. The Complainants have relied upon the judgment passed in *Consumer Complaint No. 756 of 2018 titled Ankita Mamntani & Anr. vs. M/s Emaar MGF Land Ltd.*, decided on 07.08.2019 by the Hon'ble NCDRC, wherein compensation was awarded to the Complainants in similar circumstances. However, on a thorough reading of the said judgment, it is noted that in that case, possession was taken only in satisfaction of the builder's liabilities and obligations, except for delayed compensation itself.
16. On the other hand, in the present case, the Complainants had taken possession of the unit along with delay compensation as per the agreed terms, without raising any objection. As a result, it is clear that the Complainants had accepted possession and compensation in full satisfaction of the terms of the Agreement. Therefore, the said case is not applicable to the present matter.

17. Additionally, we are of the view that the present complaint has been filed by the Complainants as an afterthought, as once they had accepted possession along with delay compensation without any protest, the liability and obligations of the Opposite Party with respect to the said unit stood fully discharged.
18. Consequently, the present Complaint stands dismissed as no cause of action exists against the Opposite Party.
19. Application(s) pending, if any, stand disposed of in terms of the aforesaid judgment.
20. The judgment be uploaded forthwith on the website of the commission for the perusal of the parties.
21. File be consigned to record room along with a copy of this Judgment.

**(JUSTICE SANGITA DHINGRA SEHGAL)**

**PRESIDENT**

**(BIMLA KUMARI)**

**MEMBER (FEMALE)**

Pronounced On:

**14.11.2025**

LR-ZA