
(2026) 01 P&H CK 1792
In the Punjab And Haryana At Chandigarh
Case No : RERA Appeal No. 128 Of 2025

M/S Sternal Buildcon Private Limited	Vs	APPELLANT
Ameena Bano		RESPONDENT

Date of Decision : 08-01-2026

Acts Referred:

Citation : (2026) 01 P&H CK 1792

Hon'ble Judges : Vikas Bahl, J

Bench : Single Bench

Advocate : Kunal Dawar, Rohit Sangam, Ankita Chaudhary, Vishal Garg
Narwana, Deepika Choudhary, Chetna Rao, Aashima Jinda, Abhishek Chauhan,
Arshdeep Singh

Final Decision : Partly Allowed

Judgement

Vikas Bahl, J

1. Challenge in the present appeal is to the judgment dated 02.06.2025 passed by the Haryana Real Estate Appellate Tribunal, whereby the appeal of the appellant has been dismissed. Challenge is also to the order dated 30.05.2023 passed by the Haryana Real Estate Regulatory Authority, Gurugram.

2. This Court on 24.12.2025 had decided a bunch of cases; the lead case being RERA Appeal No.92 of 2025 titled as M/s Signature Global (India) Limited Versus Praveen Kumar Gupta with the following observations/directions:

"ANALYSIS AND FINDINGS:

9. This Court has heard learned counsel for the parties and has perused the paper book.

10. The fact that a specific flat buyers agreement has been entered into the between the appellant and the respondent-allottees in each of the cases has not been disputed before this Court. The agreement entered into between the present appellant and Praveen Kumar Gupta in RERA Appeal No.92-2025 has

been placed on record at page 119 of the paper book. Clause 'N' (page 122), clause 5.1 (page 130), clause 6.1 (page 132) and clause 19 (page 145) of the said agreement are reproduced hereunder:-

"N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions. appearing hereinafter."

"5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allotee(s), Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allotee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allotee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."

"6.1 Subject to the Force Majeure conditions, the Developer shall be considered under a condition of default, in the following events:

(i) Developer fails to provide ready to move in possession of the Said to the Allotee(s) on or before 20/08/2021. For the purpose of this Clause, 'ready to move in possession' shall mean that the Said Flat shall be in a habitable condition which is complete in all respects and for which Occupancy Certificate has been issued by the concerned Governmental Authority;

(ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act."

"19.1 "Force Majeure" means any event or combination of events or circumstances beyond the reasonable control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform including but not limited to the following:

- a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
- b. explosions or accidents, air crashes, act of terrorism; c. strikes or lock outs, industrial disputes;
- d. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;

f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in the Agreement; or

g. any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/ Said Flat/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;

h. Any event or circumstances analogous to the foregoing.”

19.2 The Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to Force Majeure conditions.

19.3 In the event, the offer of possession of the Said Flat is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee(s) shall not be entitled to any compensation for the period of such delay. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Said Flat hereunder shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the allotment within 45 (forty-five) days from that date on which Developer confirms that it has become impossible for the Developer to implement the Project. The Developer shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination, of the Agreement. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that it shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.”

11. A perusal of the above clauses would show that as per the same, the possession was to be handed over by the Developer to the allottee subject to force majeure circumstances. “Force majeure” has been specifically defined in Clause 19.1 and the same includes epidemics, promulgation of any rule, law, regulation, issuance of any Court order or direction from any governmental or statutory authority that prevents or restricts the developer from complying with any or all the terms and conditions as agreed in the agreement. It also includes any event or circumstance analogous to the specific details given in clause a to g. Further under clause 19.2, it is also specifically provided that the developer shall not be held responsible or liable for not performing any of its obligation or undertaking provided therein, if such performance is prevented due to force

majeure conditions. Further, clause 19.3 provides that in the event the offer of the possession of said flat is delayed due to force majeure, the time period for offering possession would stand extended automatically to the extent of the delay caused under the force majeure circumstances.

12. The said agreement was specifically referred to in the grounds of appeal filed before the Appellate Tribunal and even most of the clauses, which have been reproduced hereinabove, were also reproduced in the grounds of appeal. It is not disputed before this Court that both the parties are governed by the said agreement and the clauses of the said agreement. A perusal of the order dated 04.09.2024 passed by the Authority in the case which is subject matter of RERA Appeal No.92 of 2025 would show that even in the chart which has been prepared and reproduced in paragraph 2 of the order, specific reference has been made to clause 5.1 of the agreement with respect to possession which also contains the fact that the delivery of possession would be subject to force majeure circumstances. While recording the facts of the complaint in paragraph 3(d) in the order, reference has been made to the averment made by the respondent-allottee to the time frame mentioned in the buyer's agreement. In paragraph 6, the defence raised by the present appellant on the basis of the clauses of the agreement as well as the various orders passed by the National Green Tribunal, the orders passed by the Hon'ble Supreme Court and also the orders passed by the various authorities have been taken note of. Even the finding of the Authority has been given after taking into consideration the clauses of the buyer's agreement. However, a perusal of the orders passed by the Appellate Tribunal in all the appeals would show that the clauses of the said agreement, more so the one which have been highlighted before this Court and also in the grounds of appeal before the Appellate Tribunal and are very material for the determination of the cases, have not been taken into consideration while passing the final order. There is no finding of the Appellate Tribunal that the clauses of the said agreement are not binding on the parties and are not required to be taken into consideration. Thus, this Court is of the opinion that the Appellate Tribunal, while finally adjudicating the case, has missed an important issue which would be required to be taken into consideration before the rights of the parties in the first appeal filed by the appellant are finally adjudicated.

13. Keeping in view the abovesaid facts and circumstances, this Court is of the view that all the present appeals deserve to be partly allowed and the orders passed by the Appellate Tribunal in all the cases deserve to be set aside and are accordingly set aside and the Appellate Tribunal is requested to decide the appeals filed by the present appellants afresh after taking into consideration the abovesaid clauses of the agreement and all other aspects.

14. The parties through their counsel/personally would appear before the Appellate Tribunal on 15.01.2026.

15. It is made clear that this Court has not opined on the merits of the exact number of days of which the benefit is to be given to the appellant and it would

be open to all the parties to raise all the pleas on the said aspect as well as on all other aspects before the Appellate Tribunal and the Appellate Tribunal would decide the appeals afresh independently, in accordance with law.

16. It would be relevant to note that on 03.07.2025, this Court was pleased to pass the following order:-

“Present: Mr.Kunal Dawar, Advocate for the appellant.

Notice of motion for 22.09.2025.

The amount of pre-deposit made by the present appellant before the Ist Appellate Court would be released to the complainant, if not already released, subject to the decision of the present appeal and also subject to the complainant furnishing adequate security for the same.

July 03, 2025”

Similar orders were passed in all the cases.

17. It has been brought to the notice of this Court that the complainant in all the above said cases have not got the amount released and the same is lying before the Authority at Gurugram. The Authority at Gurugram is directed to put the said amount in all the cases in a Fixed Deposit bearing the highest rate of interest and the said amount would not be released till the time the Appellate Tribunal decides the matter afresh and would be released after the decision of the Appellate Tribunal, in accordance with the decision of the Appellate Tribunal.

18. Pending applications, if any, stand disposed of.

3. It has been jointly stated by learned senior counsel for appellant and learned counsel for the respondent that the present appeal be also disposed of in terms of the said order.

4. Accordingly, the present appeal is partly allowed and the matter is remanded back with the same observations/directions as contained in the abovesaid order dated 24.12.2025.

5. The parties through their counsel/personally would appear before the Appellate Tribunal on 15.01.2026.