

**BEFORE THE HARYANA REAL ESTATE APPELLATE  
TRIBUNAL**

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Appeal No.434 of 2020  
Date of Decision: 14.12.2022

Emaar MGF Land Ltd. registered office at 306-308, Square One,  
C-2 district Centre, Saket, New Delhi-110 017

2<sup>nd</sup> Address Corporate Office, Emaar Business Park, MG Road,  
Sikandarpur, Sector 28, Gurugram (Haryana) 122 002

...Appellant-Promoter

Versus

1. Ved Prakash Ahuja (now deceased) through his legal heirs:
  - a) Smt. Ved Ahuja wife of Late Shri Ved Prakash Ahuja;
  - b) Smt. Varuna Ahuja daughter of Late Shri Ved Prakash Ahuja;
  - c) Smt. Vishakha Amit Kishore, daughter of Late Shri Ved Prakash Ahuja;
2. Smt. Ved Ahuja wife of Late Shri Ved Prakash Ahuja;  
All the residents of House No.D-22, Saket Marg, Street No.13, Saket, Near Kotak Mahindra Bank, New Delhi 110 017.

...Respondents-Allottees

**CORAM:**

**Shri Inderjeet Mehta**  
**Shri Anil Kumar Gupta**

**Member (Judicial)**  
**Member (Technical)**

**Argued by:** Shri Yashvir Singh Balhara, Advocate,  
Ld. counsel for the appellant-promoter.

Shri Arun Sharma, Advocate,  
Ld. counsel for the respondents-allottees.

**ORDER:****ANIL KUMAR GUPTA, MEMBER (TECHNICAL):**

The present appeal has been preferred under Section 44(2) of the Real Estate (Regulation and Development) Act 2016 (further called as, 'the Act') by the appellant-promoter against impugned order dated 20.12.2018 passed by the Haryana Real Estate Regulatory Authority, Gurugram (for short, 'the Ld. Authority') whereby the Complaint No.807 of 2018 filed by the respondents-allottees was disposed of with the following directions:

- i. The respondent is directed to pay the interest at the prescribed rate i.e. 10.75% per annum for every month of delay on the amount paid by the complainant.*
- ii. The respondent is directed to pay interest accrued from 01.05.2013 (due date of possession) to 20.12.2018 (date of this order) on account of delay in handing over of possession to the complainant amounting to Rs.48,61,366/- within 90 days from the date of order.*
- iii. Thereafter, the monthly payment of interest @ 10.75% on the paid-up amount of the complainant, amounting to Rs.71,814.73/- till handing over of the possession so accrued shall be paid before 10<sup>th</sup> of every subsequent month.*
- iv. The respondent is directed to handover possession to the complainants by the committed*

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*dated of 23.08.2022, failing which the complainant is entitled to seek refund of the paid amount along with interest.”*

2. As per averments in the complaint, it was pleaded that respondents-allottees made a booking of a residential apartment measuring 1975 sq. ft. in the project 'Emerald Floors Premier' in Emerald Estate at Sector-65, Urban Estate, Gurugram, being developed by M/s Emaar MGF Land Ltd. by making an advance payment of Rs.5,00,000/- vide cheque dated 23.09.2009. It was further pleaded that the appellant-promoter made provisional allotment of Flat no.EFP-16-0202 located at the 2<sup>nd</sup> floor on 21.10.2009.

3. It was further pleaded that Apartment Buyer's Agreement (hereinafter called, the agreement) was executed on 01.02.2010. The basic sale price of the unit is Rs.71,08,025/-. The total sale consideration of amount as per statement of account dated 24.08.2008 is Rs.84,41,235/-. The respondents-allottees as per the statement of account dated 24.08.2018 paid an amount of Rs.80,16,528/-. As per Clause 11(a) of the agreement, the possession was to be handed over within 36 months from the date of execution of the agreement. Thus, the date of delivery of possession of the unit comes out to 01.02.2013.

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4. It was further pleaded that since February 2013, respondents-allottees are regularly visiting the office of the appellant-promoter as well as the construction site and making efforts to get the possession of the allotted independent floor but all in vain. The respondents-allottees had never been able to understand the actual status of construction.

5. It was further pleaded that the main grievance is that in spite of the fact that the respondents-allottees have paid more than 95% of the total amount as per the demands raised by the appellant-promoter, the appellant-promoter has failed to give possession of independent floor within the promised time.

6. It was further pleaded that in June 2011, the appellant-promoter raised the demand for Instalment no.8 payable after completion of final floor roof slab. After another 8 months in February 2012, the appellant-promoter raised the next demand for Instalment no.9 payable after completion of plumbing and wall conduiting and the demand for the installment payable after completion of the external plaster had also already been raised by June 2014. After that it took 3 years for the appellant-promoter to do the internal flooring and wall paint since the demand for the Instalment No.11 payable after completion of internal flooring and wall paint was raised thereafter, in July 2017. Although this was the last step in the

construction process, the possession has not been offered even after one year of payment of Instalment No.11. This leads one to believe that the appellant-promoter kept raising payment demands for work that has not yet been completed.

7. It was further pleaded that there is clear unfair trade practice and breach of contract and deficiency in the services by the appellant-promoter and intent of fraud with the respondents-allottees and others is prima facie clear on the part of the appellant-promoter which makes them liable and answerable to the Ld. Authority.

8. With the above said pleadings, the respondents-allottees sought the following reliefs in their complaint:

- I. Pass an appropriate award directing the respondent parties handover the possession of floor along with Compensatory interest @ 24% as per Section 18 (b) of Act or delay in possession from March, 2013 to date of possession.*
- II. Respondent party may kindly be directed to hand over the possession of agreed floor to the allottee immediately, complete in all respect and execute all required documents for transferring/conveying the ownership of the respective floors.*
- III. Respondent party may kindly be directed to provide for third party audit to ascertain/measure accurate areas of the floor and facilities,*

*more particularly, as to the "super area" and "built-up area".*

*IV. Respondent party may kindly be directed to refrain from giving effect to the unfair clauses unilaterally incorporated in the floor buyer agreement."*

9. The complaint was contested by the appellant-promoter with the preliminary objections challenging the jurisdiction of the authority. It was pleaded that the complaint raises several issues which cannot be decided by way of the present complaint in summary proceedings and requires extensive evidence to be led by both the parties, examination and cross-examination of witnesses for proper adjudication. Therefore, the dispute raised in the present Complaint are beyond the purview of the Ld. Authority and can only be adjudicated by a Civil Court.

10. It was further pleaded that the respondents-allottees have no *locus standi* to file the present complaint. Also, it was further pleaded that as per applicable Act and Haryana Real Estate (Regulation & Development) Rules, 2017 (hereinafter called as, 'the Rules'), a complaint may be filed by a person only if the appellant-promoter has committed any act in violation of the Act/Rules *ibid*. It was further pleaded that the respondents-allottees herein have failed to bring on record any document, evidence etc. which may even allude let alone prove that the

appellant-promoter has violated the provisions of the Act or the Rules.

11. It was further pleaded that Section 19(3) of the Act provides that an allottee shall be entitled to claim the possession of the apartment, plot or building, as the case may be as per the declaration given by the promoter under Section 4(2)(l)(C). It is apposite to mention herein that a part of the project i.e. 33 towers of "Emerald Floors Premier" of the appellant-promoter is neither covered under the Rules nor is the said project of the appellant-promoter registered with the Ld. Authority. However, the balance part (24 towers) is already registered with the Ld. Authority.

12. It was further pleaded that in the present case, the appellant-promoter had applied the occupation certificate for the said project on 29.06.2017 which is prior to the date of publication of the rules i.e. 28.07.2017, and hence, the said project is not an ongoing project as per Rule 2(1)(o) and the present case is squarely covered under the first exception provided under Rule 2(1)(o), and, therefore, Ld. Authority has no jurisdiction, whatsoever, to entertain the present complaint and the present complaint is liable to be rejected. It is pertinent to mention here that even the actual occupation certificate has also been granted on 08.01.2018. However, the Fire NOC was

awaited for a few blocks (including the unit in question), therefore, the appellant-promoter, vide letter dated 08.02.2018, informed the DG-TCP, Haryana that it has not acted upon the OC and has not offered the units of those towers for possession for which Fire NOC is awaited.

13. It was further pleaded that the respondents-allottees have filed the complaint and are seeking the relief of "possession of the floor, Compensation interest," amongst other reliefs. It was further pleaded that as per the Act read with Rules, complaint for possession and compensation interest etc. is maintainable only before the adjudicating officer. It was further pleaded that as per Section 31 read with Section 71 of the Act, complaint pertaining to the relief of possession of the floor, compensation, interest under Section 12, 14, 18 and Section 19 of the Act is required to be filed before the Adjudicating Officer.

14. It was further pleaded that the claim of the respondents-allottees for interest @24% is barred by law in terms of Section 74 of the Indian Contract Act. The respondents-allottees are not entitled to any interest on the amounts deposited by them. Rather the appellant-promoter is entitled to forfeit the money paid by the respondents-allottees as per the settled terms and conditions, in case the respondents-allottees seek to wriggle out of the binding terms of the agreement.



15. It was further pleaded that the respondents-allottees are not Consumers in terms of the definition of consumer under the Consumer Protection Act, 1986. The Act does not provide any definition for the consumer so the same has to be derived from the Consumer Protection Act, 1986. The statement of objects and reasons as well as the preamble of the said Act clearly states that the Act is enacted for effective consumer protection and to protect the interest of consumer in the real estate sector. It was further pleaded that the respondents-allottees are mere speculative investors having invested with a view to earn quick profit. But due to slowdown in the market conditions and having failed to resell the said unit, respondents-allottees had apparently developed an intention to raise false and frivolous issues to engage the appellant-promoter in unnecessary and false litigation.

16. It was further pleaded that the respondents-allottees are investors is further established by the fact that the respondents-allottees have also sought and have been provisionally allotted the following units in the various projects developed by the appellant-promoter:-

- (i) Unit no. EFP-11-39-0301 in the project, Emerald Floor Premier.
- (ii) Unit no. TDP-F-F01-101 - in the project, Palm Drive.

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- (iii) Unit No. TDP-L-F07-706 - in the project, Palm Drive.
- (iv) EHF-350-C-SF-005 in the project namely 'Emerald Hills-Floors' at Sector-65, Gurugram, Haryana.
- (v) Unit No. EFS-B-1-SF-169 - in the project, Emerald Floor Select.

The same clearly shows that the respondents-allottees are investors having invested with a view to earn quick profit. But, due to sluggishness in the market conditions, they might have failed to resell the said units, and have now raised false issues to engage the appellant-promoter in unnecessary litigation.

17. It was further pleaded that many allottees of the project defaulted/delayed in making payment of the amounts which resulted in slowdown in pace of the development. The development of the project was dependent upon the availability of funds from the allottees who were under a contractual obligation to make payments as per the schedule of payment opted by them. Delayed payments such as towards the unit in question, have an adverse impact on the project deliverables. That it is specifically pointed out that delay payment charges were levied on the unit in question.

18. It was further pleaded that it was only after going through the terms and conditions of allotment that the respondents-allottees had voluntarily submitted application for provisional allotment of the unit in question. After having gathered and understood the detailed information about the said project and completely satisfying about all aspects and after careful consideration of the terms and conditions, the respondents-allottees had applied for the provisional allotment of the unit, in fact, the respondents-allottees are already aware of all the clauses of the agreement and have sought provisional allotment and have number of other units in different projects.

19. After controverting all the pleas raised by the respondents-allottees, the appellant-promoter pleaded for dismissal of the complaint being without any merit.

20. The Ld. Authority after considering the pleadings of the parties passed the impugned, the relevant part of which has already been reproduced in upper part of this appeal.

21. We have heard, Ld. counsel for the parties and have carefully examined the record.

22. It was contended in appeal that the Ld. Authority does not have the jurisdiction to grant interest as well as compensation. It is the adjudicating officer who has the power to adjudicate interest as well as compensation under Section 71

and Section 72 of the Act. It was further contended that the statutory interest mentioned in Rule 15 is payable only in case of refund as envisaged in sub-Section 1 of Section 18 and sub-Section 4 of Section 19 of Act. However, the same fixed interest would not be payable in case the allottee invokes proviso to sub-Section 1 of Section 18 of the Act and seeks only possession. In such circumstances, the Adjudicating Officer will determine the interest as well as compensation taking into consideration factors enumerated in Section 72 of the Act and the Ld. Authority had no jurisdiction to adjudicate the matter and award prescribed interest for alleged delay in offer of possession.

23. It was further contended that the substantive legislation is always applicable with prospective effect and cannot be read into acts already executed. The provisions of the Act, cannot be read into the already executed contracts between a promoter and an allottee. The already executed contract carries substantive rights of the parties that were conferred upon each other at the time of execution of the contract. The contract had been executed taking into consideration technical and financial parameters and these parameters, rights and obligations having the flavor of substantive rights cannot be changed. It is a settled law that legislative acts entailing change in substantive rights are made applicable prospectively.

24. It was further contended that a contract was allotted to M/s BL Kashyap and Sons (hereinafter called as, the contractor) on 01.11.2010 for construction of the said project. As per the said agreement of the contract the start date of the project was July-August, 2010 and the scheduled date of completion of the project was July-August 2013. It was further contended that the contractor was not able to meet the agreed timelines for construction of the project. The progress of work at the project site was extremely slow on account of various defaults on the part of the contractor. The appellant-promoter issued a notice of termination dated 16.01.2015, terminating the contract. The appellant-promoter also filed a petition bearing No.OMP No.100 of 2015 under Section 9 of the Arbitration and Conciliation Act, 1996 before Hon'ble High Court seeking urgent reliefs restraining the contractor from interfering with the business activities of the appellant-promoter at the Project site along with some other reliefs. However, the dispute with the contractor was settled during the pendency of the aforesaid proceedings before the Hon'ble High Court. However, the contractor did not amend its ways, and persistently defaulted in meeting the agreed timelines of the contract. In the meantime, the National Building Code (NBC) was revised in the year 2016. The appellant-promoter has taken a decision to go ahead and construct the second staircase as per the revised provisions of

the NBC vide which it was required to make two staircases for buildings having height 15 meters and above. Since, the contractor was going very slow so the appellant-promoter was constrained to terminate the contract with the contractor vide termination notice dated 30.8.2018. After termination of the contract, the appellant-promoter filed a petition against the contractor before the Hon'ble Delhi High Court seeking interim protection against the contractor so that the contractor does not, inter alia, disturb the progress of work at the site. Similar petition was also filed by the contractor against the appellant-promoter.

25. The Hon'ble High Court disposed of the said cases and issued several directions. The Hon'ble High Court appointed Justice A P Shah (Retd.) as the Sole Arbitrator for adjudication of disputes between the appellant-promoter and the contractor. The Hon'ble High Court gave liberty to the appellant-promoter to award the contract to new agency/agencies for completing the remaining work. The appellant-promoter after continuous efforts was successful in attaining occupation certificate for the whole project on 11.11.2020. It was further contended that there is no default or lapse on the part of the appellant-promoter. It is evident from the entire sequence of events, that no illegality can be attributed to the appellant-promoter and the delay in handing over of the possession of the unit is on account of the above said

reasons which were beyond the control of the appellant-promoter and, thus, the delay in handing over of the possession of the unit cannot be attributed to the appellant-promoter.

26. It was further contended that the building plans for the apartment/tower in question was approved by the competent authority under the then applicable National Building Code 2005 (NBC 2005) in terms of which buildings having height 15 mtrs. or above but having area of less than 500 sq. mtrs. were required to have only one staircase. Subsequently, NBC 2005 was revised in the year 2016 wherein all high-rise buildings (i.e. buildings having height of 15 mtrs. and above), irrespective of the area of each floors, are required to have two staircases. Furthermore, it was notified vide gazette published on 15.03.2017 that the provisions of NBC 2016 supersede those of NBC 2005. It was further contended that the Fire Department is seeking to retrospectively apply the said provisions and while processing the Fire NOC application, the Fire Department is insisting on two cases in all high-rise buildings even in cases where the building plans are already approved to have single staircase. The Fire Department has issued a provisional Fire NOC with the requirement that the second staircase would be constructed by the developer within one year from the date of issuance of provisional Fire NOC. It was further contended that, so as not to cause any further delay in the project and so as to

avoid jeopardizing, the safety of the occupants of the buildings in question including the building in which the apartment in question is situated, the appellant has taken the decision to go ahead and construct the second staircase. It was further contended that this plea has been taken by the appellant in its reply to the complaint filed by the respondents-allottees but the Ld. Authority has decided the matter without taking any cognizance of this plea.

27. With these contentions, it was contended that the present appeal may be allowed and the impugned order dated 20.12.2018 is set aside.

28. *Per contra*, Ld. counsel for the respondents-allottees contended that this Tribunal has passed various orders deciding the similar issues and, therefore, this appeal may also be decided in accordance with orders passed in those appeals.

29. It was further contended that the impugned order dated 20.12.2018 passed by the Ld. Authority is perfectly in order, is as per the Act, Rules and Regulations and contended for dismissal of the appeal being without any merits.

30. We have duly considered the aforesaid contentions of both the parties.



31. The undisputed facts of the case are that respondents-allottees booked a residential apartment measuring 1975 sq. ft. in the project 'Emerald Floors Premier' in Emerald Estate at Sector-65, Urban Estate, Gurugram, being developed by 'M/s Emaar MGF Land Ltd.' the appellant-promoter, by making an advance payment of Rs.5,00,000/- on 23.09.2009. The appellant-promoter made provisional allotment of Flat no.EFP-16-0202 situated at the 2<sup>nd</sup> floor on 21.10.2009 in its above said project. The Agreement was executed between the parties on 01.02.2010. The basic sale price of the unit is Rs.71,08,025/-. The total sale consideration of the unit as per statement of account dated 24.08.2008 is Rs.84,41,235/-. The respondents-allottees have paid an amount of Rs.80,16,528/- as per the statement of account dated 24.08.2018. As per Clause 11(a) of the agreement, the possession of the unit was to be handed over within 36 months from the date of execution of the agreement. Thus, the date of delivery of possession of the unit comes out to 01.05.2013. The appellant-promoter has applied for occupation certificate on 29.06.2017 and the same was granted on 08.01.2018.

32. It is the contention of the appellant-promoter that the Ld. Authority did not have the jurisdiction to adjudicate and decide the complaint filed by the respondents-allottees as the respondents-allottees have sought possession of the unit along

with delayed possession charges and compensation. As per the plea of the appellant-promoter that as per section 71 of the Act, it is the adjudicating officer who is empowered to adjudicate and decide the complaint with respect to delayed possession interest and compensation.

33. The Hon'ble Apex Court in **M/s Newtech Promoters and Developers Pvt. Ltd. v. State of UP & others 2021 SCC Online SC 1044**, has laid down as under:-

*“86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like ‘refund’, ‘interest’, ‘penalty’ and ‘compensation’, a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than*

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*compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016.”*

34. The aforesaid findings of the Hon'ble Apex Court are a complete answer to the contentions raised by appellant-promoter. The Hon'ble Apex Court has categorically laid down that it is the regulatory authority which has power to examine and determine the outcome of a complaint with respect to refund of the amount, and interest on the refund, or directing payment of interest for delayed delivery of possession.

35. It is the contentions of the appellant-promoter that the Act cannot be read into the already executed contracts between the promoter and an allottee. The already executed contract carries substantive rights of the parties that were conferred upon each other at the time of execution of the contract. The further contention is that provisions of the Act, cannot be read into the already executed contracts between a promoter and an allottee. The already executed contract carries substantive rights of the parties that were conferred upon each other at the time of execution of the contract. The contract had been executed taking into consideration technical and financial parameters and these parameters, rights and obligations having

the flavor of substantive rights cannot be changed. It is a settled law that legislative acts entailing change in substantive rights are made applicable prospectively.

36. The Hon'ble Supreme Court in case title **M/s Newtech Promoters' case (Supra)** while dealing with the scope that whether the Act 2016 is retrospective or retroactive in its operation, has clearly laid down that the scheme of the Act 2016 in its application is retroactive in character, and merely because enactment as prayed is made retroactive in its operation, it cannot be said to be either violative of Article 14 or 19(1)(g) of the Constitution of India. In the instant case, though the agreement for sale between the parties was executed prior to the Act came into force but the transaction is still incomplete and the contract has not concluded. It is an admitted fact that the present project was an ongoing project. The possession of the unit was not delivered on the date of filing the complaint. Some payments were also due against the respondents-allottees and the conveyance-deed has also not been executed so far. Thus, the concept of retroactivity will make the provisions of the Act and the Rules applicable to the agreements for sale entered into between the parties.

37. The other contention of the Ld. counsel of the appellant-promoter is that the building plans for the apartment/tower in question was approved by the competent

authority under the then applicable National Building Code 2005 (NBC 2005). According to the provisions of NBC 2005 buildings having height of 15 mtrs. but having area of less than 500 sq. mtrs. were required to have only one staircase. Subsequently, NBC was revised in the year 2016 and in accordance with this all high-rise buildings having height of 15 mtrs. and above, irrespective of the area of each floor, are now required to have two staircases. The provisions of NBC 2016 supersedes the provisions of NBC 2005 vide gazette published on 15.03.2017. The Fire Department is insisting for two staircases. The Fire Department has issued a provisional Fire NOC with the requirement that the second staircase would be constructed by the developer within one year from the date of issuance of provisional Fire NOC. Therefore, this has resulted in delay in delivery of possession of the apartment to the respondents-allottees. She contended that though this plea was taken up by the appellant-promoter before the Ld. Authority in the reply to the complaint, but the same plea was not considered by the Ld. Authority while adjudicating the complaint.

38. We have duly considered the aforesaid contention; the appellant-promoter has not provided any document relating to the grant of provisional Fire NOC. Though in the grounds of appeal, it is stated that the appellant-promoter has taken the issue of second stair case in the reply to the complaint before

Authority. However, on perusal of the record, it is seen that this plea regarding delay on account of providing second staircase due to revised NBC has not been taken by the appellant-promoter in its reply to the complaint before Ld. Authority. From the contentions of the appellant-promoter itself, it is quite evident that the provisions of two staircases as per NBC 2016 for the building which already stood approved in accordance with NBC 2005 is not mandatory in case the buildings plans are already approved with one staircase prior to the applicability of NBC 2016. As per the averments of the appellant-promoter, the provisional Fire NOC stood already issued. Therefore, there is no delay in applying and obtaining the occupation certificate on account of any hindrance from the fire department on account of the requirement of two staircases as per provision in NBC 2016. It is not clear from the pleadings of the appellant-promoter as to when their building was ready, when did they apply for Fire NOC, and how the provisional fire NOC has delayed for grant of occupation certificate. The due date of delivery of possession was 01.05.2013, the NBC was revised in the year 2016 and the notification of the Gazette superseding the provisions of the NBC 2005 by provisions of NBC 2016 was issued on 15.03.2017. The Occupation Certificate was received on 08.01.2018. The appellant-promoter could not make out any case for delay in completion of the unit allotted to the

respondents-allottees on account of change in the provisions of NBC due to its revision in 2016. We are not convinced that the revisions of NBC 2005 with the NBC 2016 has caused any delay in completion of the project and obtaining the occupation certificate.

39. The appellant-promoter has pleaded that during the period of agreement, and thereafter, during the period of possession to the respondents-allottees, the contractor deployed by the appellant-promoter for execution of the work delayed the construction and there was litigation between the appellant-promoter and the contractor. This litigation between the appellant-promoter and the contractor also went up to the Hon'ble Delhi High Court and to the Arbitrator. However, it is seen that there is no fault of the respondents-allottees in the litigation going on between the appellant-promoter and the contractor deployed by it. Thus, we are of the considered opinion that since there is no fault of the respondents-allottees no benefit on account of any delay caused by the contractor of the appellant-promoter and delay on account of the litigation going on between the appellant-promoter and its contractor can be granted to the appellant-promoter. Also, this issue was not taken by the appellant-promoter in its reply to complaint before the Ld. Authority.

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40. It is seen that some of the payments have been made by the respondents-allottees after due date of delivery of possession. The interest on such payments shall be payable from the date of these payments have been made.

41. No other point was argued before us by Ld. counsel for the parties.

42. Thus, keeping in view of our above discussion, the present appeal has no merits and the same is hereby dismissed with the above said observations.

43. The amount deposited by the appellant-promoter i.e. Rs.56,54,672/- with this Tribunal to comply with the provisions of Section 43(5) of the Act be remitted to the Ld. Authority along with interest accrued thereon for disbursement to the respondents-allottees as per their entitlement as per our above said observations and, the surplus amount, may be returned/refunded to the appellant-promoter, in accordance with law/rules and of course subject to tax liability.

44. No order as to costs.

45. Copy of this judgment be communicated to both the parties/learned counsel for the parties and the learned Haryana Real Estate Regulatory Authority, Gurugram.



46. File be consigned to the record.

Announced:  
December 14, 2022

Inderjeet Mehta  
Member (Judicial)  
Haryana Real Estate Appellate Tribunal  
Chandigarh

Anil Kumar Gupta  
Member (Technical)

*Manoj Rana*

Judgment, Haryana Real Estate Appellate Tribunal