

**BEFORE THE HARYANA REAL ESTATE APPELLATE  
TRIBUNAL**

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Appeal No.134 OF 2023  
Date of Decision: 05.01.2024

Girish Narang resident of D-68, 2<sup>nd</sup> Floor, CR Park, New  
Delhi 110049

Appellant

Versus

M/s Athena Infrastructure Ltd. registered office at F-60,  
Malhotra Building, II Floor, Connaught Place, New Delhi  
110001

Respondent

**CORAM:**

**Justice Rajan Gupta**  
**Shri Anil Kumar Gupta**

**Chairman**  
**Member (Technical)**

Present: Mr. Arjun Kundra, Advocate  
for the appellant.

Mr. Ajiteshwar Singh, Advocate,  
for the respondent.

**ORDER:**

**Rajan Gupta, Chairman (Oral):**

Complainant-Girish Narang (appellant-allottee herein) preferred a complaint before the Authority at Gurugram alleging therein that there were certain deficiencies in service on the part of the promoter. Respondent-promoter failed to handover the flat to the appellant-allottee within the stipulated time period. Respondent-Promoter also failed to complete the construction in time. Appellant, thus, sought a direction to the respondent-

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promoter to deliver the possession of the flat along with promised amenities and also claimed for delay possession charges.

2. Respondent-promoter rebutted all the pleas raised in the complaint. The Authority considered rival contentions of the parties and disposed of the same vide order dated 20.07.2021.

Operative part thereof reads as under:

*“32. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f):*

- i. The respondent is directed to pay the interest at the prescribed rate i.e. 9.30% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 29.03.2014 till handover of possession as per Section 18(1) of the Act of 2016 read with rule 15 of the Rules.*
- ii. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per Rule 16(2) of the Rules and the interest for every month of delay shall be paid by the promoters to the allottee before 10<sup>th</sup> of the subsequent month as per rules 16(2) of the Rules.*
- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.*
- iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at prescribed rate i.e., 9.30% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.*

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*v. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement.*

3. Pursuant to the aforesaid order, the appellant filed execution proceedings before the Adjudicating Officer at Gurugram against impugned order dated 23.02.2023. The Adjudicating Officer has made certain observations, which as per the complainant, are beyond the directions contained in the decree. Learned counsel for the appellant, thus, submits that the appeal may be set aside and remanded to the Adjudicating Officer for decision afresh.

4. Learned counsel for the respondent does not oppose the plea for remand of the issue.

5. In view of the above, we set aside the order dated 23.02.2023 with liberty to the Executing Court to pass fresh order as per law.

6. We do not wish to delve further into the issues raised in the appeal, as the matter is being remitted to the same Authority for decision afresh.

7. Parties are directed to appear before the Authority on 24.01.2024.

8. Copy of this order be forwarded to the parties/learned counsel for the parties and the Authority below.

9. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Anil Kumar Gupta  
Member (Technical)