

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

(1) Appeal No.303 of 2020

Date of Decision: April 21, 2025

Emaar MGF Land Limited, Registered Office:306-308, Square One, C-2, District Centre, Saket, New Delhi-110017

Appellant.

Versus

(1) Sumeet Ahluwalia, A/1, 261, Safdarjung Enclave, New Delhi

(2) Ramanjit Ahluwalia, A/1, 261, Safdarjung Enclave, New Delhi

Respondents

(2) Appeal No.446 of 2021

(1) Sumeet Ahluwalia, A/1, 261, Safdarjung Enclave, New Delhi

(2) Ramanjit Ahluwalia, A/1, 261, Safdarjung Enclave, New Delhi

Appellants

Versus

Emaar India Limited, Registered Office:306-308, Square One, C-2, District Centre, Saket, New Delhi-110017

Respondent

Argued by: Mr. Kunal Dawar, Advocate with Ms. Tanika Goyal,
Advocate for Emaar MGF Land Limited
Mr. Sandeep Khunger, Advocate for Sumeet Ahluwalia
and another

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)

ORDER:**RAJAN GUPTA, CHAIRMAN**

This order shall dispose of above mentioned appeals, as the same arise out of a common order dated 04.03.2020 passed by the Authority¹, operative part whereof reads as under:

“(i) The respondent is directed to pay the interest at the prescribed rate i.e. 10.15% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 08.07.2013 till the offer of possession i.e. 27.01.2018. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order.

(ii) The complainants are directed to pay outstanding payments, if any, after adjustment of interest for the delayed period.

(iii) The respondent shall not charge any amount from the complainants which is not part of the buyer’s agreement.

(iv) Interest on due payments from the complainants shall be charged at the prescribed rate of interest @ 10.15% by the promoter which is the same as is being granted to the complainants in case of delayed possession charges.”

2. In the appeal filed by the promoter-builder, challenge has been posed to the manner in which DPC² have been granted to the allottees, whereas in the appeal filed by the allottees, the prayer is that DPC should be granted till handing over of possession.

¹ Haryana Real Estate Regulatory Authority, Gurugram

² Delayed Possession Charges

3. The facts, emanating from the record, are that the allottees had booked a unit bearing No. EPS-GF-031, ground floor measuring 732.34 square feet in the project “Emerald Plaza in Emerald Hills, Sector 65, Gurugram floated by the promoter for a total sale consideration of Rs.54,61,952/-, out of which the allottees paid Rs.50,88,460/-, as per statement of account dated 30.08.2018. The allottees entered into buyer’s agreement with the promoter on 08.09.2010. The possession of the unit was to be handed over by 08.07.2013. The promoter obtained Occupancy Certificate on 08.01.2018 and offered possession of the unit to the allottees on 27.01.2018. As the promoter failed to offer possession of the unit within the stipulated period and demanded other charges, the allottees filed the complaint for grant of DPC.

4. We have heard learned counsel for the parties and given careful thought to the facts of the case.

5. It appears that the project was granted Occupation Certificate on 08.01.2018. Immediately thereafter, the promoter made offer of possession to the allottees on 27.01.2018.

6. As stated above, the Authority directed that the allottees would be entitled to interest @ 10.15% per annum for every month of delay on the amount paid by the allottees from due date of possession till the offer of possession.

7. The allottees as well as the promoter challenged the order before this Bench. During pendency of proceedings, parties expressed their willingness to explore the possibility of amicable settlement. The promoter offered an amount of Rs.20,00,000/- in lump sum to the allottees as full and final

settlement of all their claims to which the allottees were agreeable provided that they be exempted from paying the outstanding dues to the promoter out of the principal amount. Efforts to settle the matter continued but ultimately proved futile.

8. We find that offer of possession dated 27.01.2018 is a valid offer of possession. Had the allottees acted promptly, they could have taken possession immediately and protracted litigation could have been avoided. Even effort was made to settle the matter by paying lump sum amount to the allottees. Having gone half way through efforts to settle the matter amicably, it appears that greed got better of the allottees and they demanded higher amount in lieu of DPC despite the fact that price of the unit had also escalated.

9. Under these circumstances, this Bench feels that there would be no justification in granting DPC to the allottees beyond the period when valid offer of possession was made to them. It is evident that the allottees never thought it fit to pose any challenge to the offer of possession dated 27.01.2018. The allottees would be entitled to DPC from due date of possession i.e. 08.07.2013 till 27.01.2018 when valid offer of possession was made to them.

10. There is no illegality in the order passed by the Authority. Both the appeals are, accordingly, dismissed.

11. In Appeal No. 303 of 2020, the amount of Rs.23,54,577/- deposited by the promoter with this Tribunal as pre-deposit to comply with the provisions of proviso to Section 43(5) of the Act, along with interest accrued thereon, be

remitted to the Authority for disbursement to the allottees,
subject to tax liability, if any, according to law.

12. Files be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

April 21, 2025
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