

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Appeal No.195 of 2022**

**Date of Decision: April 01, 2025**

Emaar India Limited (formerly known as Emaar MGF Land Limited), 306-308, 3<sup>rd</sup> Floor, Square One, C-2, District Centre, Saket, New Delhi.

Appellant.

Versus

Rahul Bhatia, Resident of Flat No. 11C, Tower 3, Belle View, Central Park II, Sector-48, Sohna Road Gurugram, Haryana-122001.

Respondent

**CORAM:**

**Justice Rajan Gupta**  
**Shri Rakesh Manocha**

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

Present: Mr. Kunal Dawar, Advocate,  
Ms. Tanika Goyal, Advocate  
Ms. Ankita Chaudhary, Advocate  
for the appellant.

Mr. P.K. Mutneja, Sr. Advocate assisted by  
Mr. Shivansh Malik, Advocate,  
for the respondent.

**O R D E R:**

**RAJAN GUPTA, CHAIRMAN (ORAL):**

Present appeal is directed against order dated 22.07.2021 passed by the Authority<sup>1</sup> at Gurugram. Operative part there of reads as under:-

*“37. 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 function entrusted to the authority as 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. 27.09.2013 till 12.05.2018 i.e. expiry of 2 months from the date of offer of possession (12.03.2018). The arrears of interest*

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Gurugram

*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.*

- ii. Also, the amount of Rs.12,15,621/- and Rs.8,44,099/- totalling to Rs. 20,59,720/- (as per statement of account dated 09.10.2018) so paid by the respondent to the complainant towards compensation for delay in handing over possession shall be adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to section 18(1) of the Act.*
- iii. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainant/allottee at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.*
- iv. The complainant is also directed to take possession of the plot within one month from the date of this order and pay of this order and pay.*
- v. The respondent shall not insist the complainant to sign any indemnity-cum-undertaking which is prejudicial to the rights of the complainant.*
- vi. Interest on the outstanding payments from the complainant shall be charged at the prescribed rate @9.30% by the promoter which is the same as is being granted to the complainant in case of delay possession charges.*
- vii. Complaint stands disposed of.*
- viii. File be consigned to registry."*

2. During the course of hearing, liberty was given to the parties to explore the possibility of amicable settlement. They have arrived at mutually acceptable terms and made their respective statements, which are taken on record as Mark-'A' & Mark-'B'.

3. In view of the aforesaid settlement, it is evident that appellant-company would be required to remit amount of 2.70 crores by way of demand draft to the respondent-allottee by 30.04.2025,

whereafter, the respondent-allottee would deposit the CAM charges (without interest) and the stamp duty by 15.05.2025. On production of such documents before the appellant-promoter (M/s Emaar India Ltd.), conveyance deed would be executed in favour of the allottee forthwith, in any case, not later than two weeks thereof.

4. In view of the above, no *lis* survives in this appeal. Mr. Dawar submits that he may be allowed to withdraw the same, however, pre-deposit amount in terms of proviso to Section 43(5) of the Act, 2016 be returned along with interest accrued thereon.

5. Dismissed as withdrawn.

6. The amount of Rs.1,36,46,487/- deposited by the appellant-promoter with this Tribunal as pre-deposit in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 along with interest accrued thereon be remitted to the learned Authority for disbursement to the appellant-promoter after the proposed date of culmination of the settlement which in our estimation would come to 30.05.2025.

7. File be consigned to the record.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)

01.04.2025  
Rajni