

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.710 of 2023

Date of Decision: July 02,2025

SS Group Pvt. Ltd., SS House, Plot No. 77, Sector 44,
Gurugram, Haryana-122003

Appellant.

Versus

Rita Bansal wife of Mr. R. C. Bansal, Resident of House No.917,
Sector 9, Panchkula

Respondent

Present : Mr. Ajiteshwar Singh, Advocate for the appellant.
Mr. Sanjeev Gupta, Advocate for the respondent.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)
(joined through VC)

O R D E R:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against the order dated 04.09.2023, passed by the Adjudicating Officer of the Authority¹. The same reads as under:

“Vide order of this forum dated 07.02.2023, matter was referred to the CA/Accounts Officer for calculation of the amount. Report/calculation has already been received. According to same JD is liable to pay sum of Rs.25,54,579/- as on 16.05.2023. Heard on objections raised by JD against the said calculation. It is submitted by learned counsel for objector/DH that the Accounts Officer did not take into consideration that sum of Rs.3 lakh was payable by

¹ Haryana Real Estate Regulatory Authority, Gurugram

allottee/DH, as per BBA. Copy of same is shown by learned counsel.

Learned counsel further pointed out that said amount of Rs.3 lakh has already been included in total sale consideration and this fact is mentioned by the Authority also in its order, which is under execution.

Aforesaid fact is not disputed on behalf of DH also. Considering same, I find prima facie error in the calculation made by the Accounts Officer. Let Rs.3 lakh i.e. cost of reserved car parking be excluded from that amount.

It is against the objection of JD that the accounts officer has calculated interest upto 16th May, 2023, while as per order of this forum dated 07.04.2023, it was held that letter offering possession dated 18.02.2021 had already been served upon the DH and the latter did not opt to take possession and hence his client that is JD is not liable or payment of interest after this date i.e. 18.02.2021.

When letter of offer of possession was duly served upon DH, same was liable to take possession of his unit. For failure of DH is taking possession, JD is not liable to pay interest from that date.

Despite all this, it is not in dispute that the JD did not pay the interest due till the day of offer of possession, hence same is liable to pay interest on the said amount till the realization of the amount

This is matter for recovery. In view of order passed by the Hon'ble High Court of Punjab and Haryana, Chandigarh, in case titled as M/s International Land Developers Pvt. Ltd. Vs. Aditi Chauhan and others CWP No. 7738 of 2022 and M/s International Land Developers Pvt. Ltd. Vs. Nitin Mathur and others CWP 7750 of 2022. Let recovery certificate be issued.

File be sent to Accounts Officer immediately to prepare recovery certificate after calculation in light of this order. Same be got signed from the undersigned.

Compliance report be called from Accounts Officer on 18.10.2023.”

2. It appears that project “The Coralwood” was floated in Sector 84, Gurugram by the promoter. The allottee was allotted a unit therein measuring 1890 square feet. She made the payment of Rs.60,22,706/-. Due date of possession was 04.01.2016. As there was delay in handing over the possession, the allottee filed the complaint seeking DPC². Vide order dated 02.05.2019, the Authority allowed DPC till the date of offer of possession. Pursuant to the order passed by the Authority, the allottee preferred execution petition.

3. Heard learned counsel for the parties and given careful thought to the facts of the case.

4. The question of date of offer of possession was examined by the Adjudicating Officer and was taken as 18.02.2021 and thus order dated 07.04.2023 was passed wherein it was directed to grant DPC upto the date of offer of possession. The said order was challenged before this Bench by the allottee in Appeal No. 417 of 2023. By an order of even date, the order dated 07.04.2023 has been upheld.

5. Subsequent thereto, order dated 04.09.2023, which is impugned in the present appeal, the promoter has been held liable to pay DPC till realization of the amount and directed the Accounts Officer to prepare recovery certificate in terms of the amount due to the allottee. The Accounts Officer

² Delayed Possession Charges

calculated DPC till 16.05.2023 which is beyond the date of offer of possession.

6. Since the impugned order is consequent to the order dated 07.04.2023, which has been upheld in Appeal No. 417 of 2023, there can be no question of grant of DPC beyond the date of offer of possession i.e. 18.02.2021.

7. In view of above, the appeal is allowed. The impugned order is hereby set aside.

8. As regards CM No. 416 of 2024, this Bench does not wish to delve further into the issue of pre-deposit. The amount of Rs.22,45,524/- has already been deposited by the appellant in this Tribunal. Said amount along with interest accrued thereon be remitted to the Authority for disbursement to the parties as per their entitlement, subject to tax liability. If any balance amount is due to the allottee in terms of order passed in the instant appeal by the Tribunal, she shall be entitled to move appropriate application before the executing court. CM is disposed of in these terms.

9. Copy of this order be sent to the parties/their counsel, Authority and the Adjudicating Officer.

10. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
(joined through VC)

July 02,2025
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