

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: July 29, 2025

(1) Appeal No. 149 of 2022

M3M India Pvt. Ltd., through its authorized representative Ms. Anisha Mitra, having its registered office at Unit No.SB/C/5L/Office/008, M3M Urbana, Gurugram Manesar Urban Complex, Gurugram-122102

Appellant.

Versus

1. Ashutosh Gupta S/O Sh. C. S. Gupta, R/O House No. 6/B, Sector 14, Gurugram 122001 Haryana
2. Gopi Gupta W/o Sh. C. S. Gupta, R/O House No. 6/B, Sector 14, Gurugram-122001 Haryana

Respondents

(2) Appeal No. 148 of 2022

M3M India Pvt. Ltd., through its authorized representative Ms. Anisha Mitra, having its registered office at Unit No.SB/C/5L/Office/008, M3M Urbana, Gurugram Manesar Urban Complex, Gurugram-122102

Appellant.

Versus

Vibhu Gupta, R/O House No. 6/B, Sector 14, Gurugram-122001, Haryana

Respondent

Present : Mr. Aman Arora, Advocate for the appellant.
Mr. C. S. Gupta, Advocate for the respondents.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)

O R D E R:**RAJAN GUPTA, CHAIRMAN:**

This order shall dispose of above mentioned two appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 149 of 2022.

2. Present appeal is directed against the order dated 25.08.2021, passed by the Authority¹. Operative part thereof reads as under:

“i. The respondent is directed to pay interest at the prescribed rate of 9.30% p.a. for every month of delay on the amount paid by the complainants from the due date of possession i.e. 12.01.2018 till 08.09.2020 i.e. expiry of 2 months from the date of offer of possession (08.07.2020). The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per rule 16(2) of the rules.

ii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period and to take the possession of the unit within one month from the date of this order.

iii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the 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 allottees, in case of default i.e. the delayed possession charges as per section 2(za) of the Act.

iv. The respondent shall not charge anything from the complainants which is not the part of the agreement,

¹ Haryana Real Estate Regulatory Authority, Gurugram

however, holding charges shall not be charged by the promoter at any point of time even after being part of agreement as per law settled by hon'ble Supreme Court in civil appeal No. 3864-3889/2020 decided on 14.12.2020.

35. Complaint stands disposed of.

36. File be consigned to registry.”

3. It appears that the allottees booked a unit in the project of the appellant-promoter and provisional allotment was made on 15.09.2014. Buyer's agreement was executed on 12.01.2015, due date of possession being 12.01.2018. As the project was delayed, the complainants approached the Authority for grant of possession and delay possession compensation.

4. The respondent-promoter filed reply and gave various reasons for delay in completion of the project. It also sought benefit of zero period in view of office order, stated to have been issued by the office of DTCP on 03.01.2021.

5. The Authority considered all rival contentions and came to the conclusion that the promoter was supposed to hand over possession of the unit within 36 months from the date of agreement. As no valid reason was forthcoming for delay in completion of project, it held that the promoter could not be allowed to take advantage of its own wrong. It, thus, directed the promoter to pay delay possession compensation @9.30% from due date of possession i.e. 12.01.2018 till 08.09.2020 (i.e. expiry of two months from the date of offer of possession).

6. Admittedly, during the pendency of this case, possession was actually handed over to the allottees in August, 2023. The only question which remains to be decided is the period for which the allottee is entitled to delay possession charges.

7. From a perusal of the record, it is apparent that the appellant obtained Occupation Certificate on 03.07.2020. Thereafter, it offered possession on 08.07.2020. Thus, it can be said to be a valid offer of possession. We find no infirmity with the impugned order. The Authority has rightly granted delay possession charges from 12.01.2018 to 08.09.2020.

8. In view of the above, the appeals are dismissed.

9. The amount of pre-deposit made by the appellant in both the appeals along with interest accrued thereon be remitted to the Authority for disbursement to the allottees, subject to tax liability, if any.

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

11. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

July 29, 2025
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