

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.659 of 2021

Date of Decision: July 30,2025

M/s IREO Grace Realtech Pvt. Ltd., C4, First Floor, Malviya Nagar, New Delhi-110017

Appellant.

Versus

1. Vivek Soin S/o Sh. Jag Mohan Soin
2. Ms. Monisha Soin W/o Sh. Vivek Soin
Both R/o 704, New Rajinder Nagar, New Delhi-110060

Respondents

Present : Mr. R. S. Khaira, Advocate for the appellant.
Mr. Rakesh Gupta, Advocate with
Mr. Chirag, Advocate for the respondents

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)
(Joined through VC)

ORDER:

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against the order dated 31.03.2021, passed by the Authority¹. Operative part thereof reads as under:

“I. Directions of the authority:-

45. Hence, the authority hereby passes this order and issue 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 under section 34(f) of the Act:

i. The respondent is directed to pay the interest at the prescribed rate i.e. 9.30% per annum for every month

¹ Haryana Real Estate Regulatory Authority, Gurugram

of delay on the amount paid by the complainants from due date of possession i.e. 23.01.2017 till the offer of possession i.e. 13.06.2019.

ii. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order.

iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The rate of interest chargeable from the allottee 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 part of the apartment buyer's agreement."

2. It appears that project in the name and style of "The Corridors" was floated by the appellant-promoter in Sector 67A, Gurugram, Haryana. Approval of building plan was granted on 23.07.2013. The respondents booked a unit on 06.03.2013. As a result, they were allotted the unit on 07.08.2013. Date of execution of ABA² was on 01.12.2015. Keeping in view the provision in clause 13.3 of ABA, due date of delivery would come to 23.07.2017. Total consideration for the unit was Rs.2,04,84,874/-, out of which the allottees remitted an amount of Rs.1,80,36,702/-. The promoter received Occupation Certificate on 31.05.2019 and made offer of possession on 13.06.2019, pursuant to which possession was taken by the allottees. Ultimately, Conveyance Deed was also executed on

² Apartment Buyer's Agreement

12.03.2020. The complainants filed the instant complaint seeking delay compensation for the period there was delay in handing over possession.

3. The promoter filed a reply and submitted that fire NOC was granted to it on 27.11.2014, thus period from the said date till 27.11.2018 had to be excluded in view of the judgment in ***Ireo Grace Realtech Private Limited v. Abhishek Khanna and others, (2021) 3 SCC 241.***

4. Counsel for the respondents submits that there was delay of 1-1/2 years by the promoter in applying for fire NOC thus, judgment in ***Abhishek Khanna's*** case (supra) would not be applicable to the facts of the instant case. As per him, a bare reading of the judgment would show that in the said case, the promoter applied for fire NOC within prescribed period. Thus, promoter cannot take benefit of its own wrong.

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

6. It appears that Occupation Certificate was granted to the promoter on 31.05.2019. Thereafter, offer of possession was made on 13.06.2019. Even Conveyance Deed was executed on 12.03.2020.

7. The judgment in ***Abhishek Khanna's*** case (supra) is distinguishable as in the said case, the developer applied NOC for Fire Fighting Scheme within prescribed period i.e. 90 days from date of sanction of the building plan. Same was granted on 27.11.2024. Thus, date of possession was determined with reference to the said date. In the instant case, however, application was made after a delay of 1-1/2 years after sanction

of building plan. Thus, delay being on the part of promoter itself in applying for NOC, reliance on judgment in **Abhishek Khanna's** case (supra) is mis-placed.

8. Keeping in view the facts and circumstances of the instant case, we feel that the Authority has rightly decided to grant interest from due date of possession i.e. 23.01.2017 till offer of possession i.e. 13.06.2019. There is no legal infirmity with the order passed by the Authority. Thus, no interference is called for.

9. The appeal is dismissed.

10. The amount of pre-deposit made by the promoter in terms 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.

11. Copy of this order be sent to the parties/their counsel and the Authority.

12. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
(joined through VC)

July 30, 2025
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