

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.630 of 2021

Date of Decision: August 02,2025

VS Real Projects Private Limited, office at #M-48, Basement Floor, Greater Kailash-II, New Delhi-110048

Corporate Office at # Plot No. 18, Second Floor, Sector 44, Gurugram-122003

Appellant.

Versus

Angrezo Devi, H. No. 14, District Jail Campus, Bhondsi, Gurugram-122001

Respondent

Present : Mr. Yashpal Sharma, Advocate for the appellant.
Mr. Arun Sharma, Advocate for the respondent.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)
(joined through VC)

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 03.08.2021, passed by the Authority¹. Operative part thereof reads as under:

“H. Directions of the authority

29. 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 under section 34(f):

¹ Haryana Real Estate Regulatory Authority, Gurugram

i. The respondent is directed to pay interest at the prescribed rate of 9.30% p.a. for every month of delay from the due date of possession i.e. 14.07.2020 till handing over of possession.

ii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period:

iii. The arrears of such interest accrued from 14.07.2020 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per rule 16(2) of the rules:

iv. 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 allottee, in case of default i.e. the delayed possession charges as per section 2(za) of the Act.

V. The respondent shall not charge anything from the complainant which is not the part of the buyer developer agreement. The respondent is debarred from claiming holding charges from the complainant/allottee at any point of time even after being part of buyer's agreement as per the law settled by Hon'ble Supreme Court in civil appeal No. 3864-3899/2020 decided on 14.12.2020."

2. It appears that project "AMB Selfie Square" was floated by the promoter in Sector 37D, Gurugram. Buyer's agreement was executed between the parties on 14.07.2016 and admittedly due date of possession was 14.07.2020. As there had been inordinate delay in receiving any confirmation from the promoter, the allottee approached the Authority at

Gurugram seeking grant of possession and delay compensation.

3. The promoter filed a reply and gave various reasons for delay in completion of the project.

4. After considering rival contentions, the Authority came to the conclusion that possession has not been handed over due to default of the promoter. As per clause 16.1 of the agreement, possession of the apartment was to be delivered within 36 months from the date of execution thereof plus 12 months grace period and thus, due date of possession was 14.07.2020. Having found that the appellant-promoter had failed to fulfil its obligation as per the agreement, the Authority had passed directions as reproduced in opening paragraph of this order.

5. Mr. Yashpal Sharma, counsel for the appellant has assailed the order. As per him, the same is unsustainable. Besides, grant of interest from respective date of payment is mis-conceived. The interest can be granted only on the amount remitted by the respondent-allottee and not beyond that.

6. Mr. Arun Sharma, counsel for the respondent, on the other hand submits that the order has been passed considering respective contentions in right perspective.

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

8. We are of the considered view that there is no legal infirmity with the order passed by the Authority in directing the appellant-promoter to hand over possession of the unit to the

allottee and also to pay interest @ 9.30% per annum for every month of delay from due date of possession i.e. 14.07.2020 till handing over of possession. Needless to observe that interest shall be payable on the amount paid by the allottee to the promoter. Counsel for the appellant has not been able to point out any other defect with the impugned order(s). There is, thus, no ground to interfere in appellate jurisdiction.

9. In view of above, the order passed by the Authority is upheld. The appeal is hereby dismissed.

10. The amount of pre-deposit made by the appellant 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 allottee subject to tax liability, if any.

11. Copy of the 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)

August 02,2025
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