

**Shamsher Singh Vs. Suncity Projects Pvt. Ltd.**  
**Appeal No.185 of 2019**

Present: Shri Harish Bhardwaj, Advocate Id. counsel for the appellant.  
Shri Kamal Dahiya, Advocate, Id. Counsel for the respondent.

The appellant/allottee has preferred this appeal aggrieved with the order dated 18.12.2018 passed by the learned Haryana Real Estate Regulatory Authority, Panchkula (hereinafter called 'the Authority').

2. The main grievances raised by learned counsel for the appellant are that the learned Authority has not quantified the interest for delayed possession. He further contended that the respondent/promoter is charging the interest for delayed payment @ 24% per annum which is too unreasonable and against the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter called 'the Act'). The appellant will be satisfied if the appeal is disposed of with the aforesaid modification/clarification.

3. Shri Kamal Dahiya, learned counsel for the respondent pleaded that the respondent is charging the interest for delayed payment as per the agreement. He further contended that the learned Authority has already mentioned in para no.6(iii) regarding compensation for

delayed possession and the respondent/promoter will comply with the order of the learned Authority.

4. We have duly considered the aforesaid contentions.

5. The appellant was allotted the unit in the project named "Suncity Heights" Sector 36-A, Rohtak on 28.10.2013. The Buyer's Agreement was also executed on the same date between the parties wherein it was mentioned that possession will be delivered within 48 months from the date of agreement which comes to 27<sup>th</sup> October, 2017. It is an admitted fact that the offer of possession has been given to the appellant/allottee only on 16.08.2019. So, the appellant/allottee shall be entitled to the interest for delayed possession w.e.f. 27.10.2017 to 15.08.2019 on a sum of Rs.23,47,872/-, the amount deposited by the appellant/allottee with the respondent/promoter, at the rate of 10.45% per annum.

6. Section 2(za) of the Act, reads as under: -

*(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

*(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the*

*rate of interest which the promoter shall be liable to pay to the allottee, in case of default;*

*(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid”*

7. As per the above provisions, the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay to the allottee, in case of default. In this case, we have awarded the interest @ 10.45% per annum for delayed possession. So, the respondent/promoter shall also be entitled to the interest @ 10.45% per annum on the delayed payment. Obviously, the respondent/promoter shall be entitled to charge the other dues as per the agreement. It is made clear that the respondent/promoter will not charge anything beyond the terms of the agreement entered into between the parties.

8. It is further made clear that the amount payable by the appellant/allottee, shall be adjustable towards the amount payable on account of interest on delayed possession by the respondent/promoter. The balance

amount, if any, shall be payable as the case may be, by either of the parties as per the settlement of accounts.

9. With the aforesaid clarification/modification, the present appeal stands disposed of.

10. File be consigned to records.

Justice Darshan Singh (Retd.)  
Chairman,  
Haryana Real Estate Appellate Tribunal,  
Chandigarh  
29.01.2020

Inderjeet Mehta  
Member (Judicial)  
29.01.2020

Anil Kumar Gupta  
Member (Technical)  
29.01.2020