

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.55 of 2024

Date of Decision: August 08,2025

1. Suresh Kumar Arora,

2. Reema Arora,

Residents of B-78, Sharda Puri, Ramesh Nagar, New Delhi –
110 005.

Appellants

Versus

Emaar India Limited (formerly known as Emaar MGF Land Limited), Emaar Business Park, MG Road, Sikanderpur Chowk, Sector 28, Gurugram – 122 002, Haryana

Respondent

CORAM:

**Justice Rajan Gupta
Rakesh Manocha**

**Chairman
Member (Technical)**

Present:

Mr. Rishab Jain, Advocate with
Mr. Anmol Jindal, Advocate,
for the appellants.

Mr. Kunal Dawar, Advocate, with
Ms. Tanika Goyal, Advocate
for the respondent

ORDER:

JUSTICE RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 17.10.2023 passed by the Authority¹. Operative part of impugned order reads as under:

- i. “The respondent/promoter is directed to refund the entire amount of Rs.47,15,269/- paid by the complainants along with prescribed rate of interest @ 10.75% p.a. as prescribed under rule 15 of the rules from the date of surrender i.e. 11.10.2017 till the date of refund of the deposited amount.*

¹ Haryana Real Estate Regulatory Authority, Gurugram

ii. *A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.”*

2. The grievance of the appellants is limited to the extent that interest should be awarded not from the date of surrender, but from the respective dates of payment of instalments.

3. Factual matrix of the case is that the appellants were allotted a residential unit no. EFS-B-T-GF-202, Ground Floor, Block Topaz measuring 3000 sq. ft. in the Group Housing Colony of the respondent-promoter namely ‘Emerald Floors Select at Emerald Hills’, Sector-65, Gurugram vide provisional allotment letter dated 01.02.2012. The total sale consideration was Rs.1,76,40,000/-, out of which the appellants remitted Rs.47,15,269/-under a construction-linked plan. No builder-buyer agreement was executed between the parties, thus, due date of possession was calculated as per the provisional allotment letter which comes out to be 01.05.2014. However, the Occupation Certificate (OC) was granted only on 03.12.2018.

4. Stand of the appellants is that they surrendered the unit on 11.10.2017 as the promoter failed to offer its possession by due date of possession. The promoter, however, claims that the unit allotted to the appellants was cancelled as they refused to make balance payment despite several reminders.

5. The complainants thus instituted the complaint before the Authority seeking refund of the entire amount paid by them along with interest from respective date of payment made by them.

6. The Authority, after considering the facts, directed refund of the entire amount paid by the appellants with interest from date of surrender i.e., 11.10.2017 till realization.

7. Aggrieved, the appellants have now preferred the present appeal seeking interest from the respective dates of payments.

8. Counsel for the appellants argued that the respondent-promoter failed to hand over possession by the stipulated time (2014), resulting in breach of contract. Due to the prolonged delay, the appellants were compelled to surrender the unit. Hence, the promoter being at fault, the appellants are entitled to refund of paid up amount along with interest from the respective dates of payments made from 2012 onwards, until the date of refund realization.

9. Counsel for the respondent contended that the appellants defaulted in making payments as per the construction-linked plan and paid only Rs.47,15,269/-out of the total sale price. Several reminders were sent for payment of dues, which the appellants ignored. The cancellation was effected due to such non-payment. After cancellation, refund cheques were issued, but the appellants refused to accept them; instead instituted instant proceedings.

10. The Authority accepted the plea of the appellants and directed the promoter to refund the entire paid-up amount along with interest @ 10.75% from date of surrender till realization.

11. Upon perusal of the record and the rival submissions, this Tribunal finds that it is not disputed that the project was delayed and the respondent received the Occupation Certificate only on 03.12.2018, well after the due date of possession i.e.,01.05.2014.

12. It is also admitted that the appellants did not fulfill their payment obligations as per the construction-linked plan, having paid only Rs.47,15,269/-out of Rs.1,76,40,000/-. Due to non-payment, the respondent has cancelled the allotment, which was preceded by repeated reminders. The respondent upon cancellation also issued cheques for refund, which was never accepted by appellants.

13. In view of the above, Authority rightly considered that the appellants were justified in surrendering the unit in light of delay in the project, and accordingly awarded interest from the date of surrender till realization, which appears fair and balanced. The demand for interest from the date of respective payments lacks merit. The appellants were not consistent in fulfilling their payment obligations and cannot claim benefit of interest from each date of payment, especially when the unit was surrendered by the allottees much later and additionally offer of refund was declined by them. the surrender occurred much later, and when refund was initially refused by them in expectation of more favourable terms. The Authority has already granted interest @ 10.75% per annum from the date of surrender till realization which balances the equities.

14. In view of the above discussion, this Tribunal finds no legal infirmity in the order of the Authority. The prayer of the Appellants seeking interest from the date of respective payments is not sustainable.

15. The appeal is without any merit and is hereby dismissed.

16. Copy of this order be sent to the parties/their counsels and the Authority.

17. File be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
(joined through VC)

August 08,2025
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