

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 153 of 2022
Date of Decision: 03.11.2025

M/s Emaar India Limited Registered office at 306-308, 3rd Floor,
Square one, C-2, District Centre, Saket, New Delhi-110017.

Appellant

Versus

Seema Kaushal Bhatnagar R/o H.No. 4, Road No.46, Punjabi
Bagh, West Delhi, Delhi-110026.

Respondent

CORAM:

Justice Rajan Gupta	Chairman
Shri Dinesh Singh Chauhan	Member (Technical)

Present: Ms. Tanika Goyal, Advocate with
Ms. Ankita Chaudhary, Advocate, for
Mr. Kunal Dawar, Sr. Advocate,
for the appellant.

Mr. Harshit Joon, Advocate,
for the respondent.

O R D E R:

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
12.10.2021 passed by the Authority¹. Operative part thereof reads
as under:

*40. 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):*

*i. The respondent is directed to pay the interest at
the prescribed rate i.e. 9.30% per annum for every month
of delay on the amount paid by the complainant from
due date of possession i.e. 20.12.2013 till 18.01.2021
i.e., expiry of 2 months from the date of offer of
possession (18.11.2020). the arrears of interest accrued*

¹ Haryana Real Estate Regulatory Authority, Gurugram

so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.

ii. Also, the amount of Rs.5,85,321/- so paid by the respondent towards compensation for delay in handing over possession shall be adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to section 18(1) of the Act.

iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The rate of interest chargeable from the complainant/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 delay possession charges as per section 2(zb) of the Act.

iv. The complainant is directed to take possession of the unit in question within 2 months from the date of this order.

v. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement. The respondent shall not demand/claim holding charges from the complainant/allottee at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

41. Complaint stands disposed of.

42. File be consigned to registry."

2. It appears that the respondent-allottee applied for a residential unit in 'Group Housing Colony' floated by the appellant-company. He was allotted a unit measuring 1650 sq. ft. Occupation Certificate was granted to the appellant-company on 11.11.2020 and due date of possession was 20.12.2013. Thereafter, offer of possession was made to the respondent-allottee on 18.11.2020.

3. Admittedly, During the course of hearing of this appeal, possession of the unit was handed over to the respondent-allottee on 02.12.2023. Thereafter, appellant-company also offered a lump sum amount of Rs. 25 lacs in full and final settlement of all the disputes and was ready to execute the conveyance deed in favour of the respondent-allottee. However, respondent-allottee did not agree to this proposal. Though, he had taken possession when possibility of amicable settlement was being explored. Thereafter, an order was passed on 24.09.2025. Same is reproduced hereinunder for ready reference:-

“Admittedly, during the pendency of this appeal, an effort was made to settle the matter amicably. As a result thereof, respondent-allottee was handed over the possession of the unit on 02.12.2023. He had also given an undertaking that he shall co-operate with the appellant-promoter

Today, Ms. Goyal submits that she has instructions from the appellant-promoter to state that an amount of Rs.5,85,321/- has already been credited in the account of the allottee and promoter is also ready to remit another amount of Rs.25,00,000/- in full and final settlement of all the claims of the respondent-allottee. Conveyance deed can also be executed in favour of the respondent-allottee subject to these terms.

Learned counsel for the respondent, however, submits that the amount of Rs.5,85,321/ was credited towards the excess amount remitted by the respondent-allottee to the appellant-promoter.

Learned counsel for the respondent submits that respondent either personally or through her authorised representative shall remain present before this Tribunal on the next date of hearing.

List on 11.12.2024.”

4. As per counsel for the appellant, only prayer now is for grant of three months' grace period in terms of clause

11(a) of the Buyers' Agreement. Same is reproduced hereinunder for ready reference:-

“(a) Time of handing over the possession

Subject to terms of this clause and subject to the Allottee (s) having complied with all the terms and conditions of this Buyers' agreement, and not being in default under any of the provisions of this Buyers' Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the company, the Company proposes to hand over the possession of the unit within 36 months from the date of execution of Buyers Agreement. The Allottee(s) agrees and understand that the company shall be entitled to a grace period of three months, for applying the obtaining the completion certificate/occupation certificate in respect of the unit and/or the Project.”

5. Perusal of the aforesaid clause shows that at the time of execution of Buyers agreement, it was agreed between the parties that the appellant would be entitled for grace period of three months as some time is consumed in applying and obtaining the completion/occupation certificate.

6. Under these circumstances, we feel that prayer of the appellant is reasonable to this extent. Appellant would be entitled for three months' grace period. The allottee shall be entitled for interest @ 9.30% from the due date of possession i.e. 20.03.2014 till 18.01.2021 (i.e. date of offer of possession plus two months).

7. Appeal is partly allowed in these terms.

8. The amount of pre-deposit made with this Tribunal at the time of filing of this appeal be remitted to the Authority along with interest accrued thereon, which shall be disbursed to the respective parties as per their entitlement. Needless to observe tax liability, if any, would apply.

9. Copy of this order be forwarded to the parties, their counsel and the learned Authority.
10. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

03.11.2025
Rajni

Emaar India Ltd.
Vs.
Seema Kaushal Bhatnagar
Appeal No.153 of 2022

Present: Nemo.

It has been pointed out by OSD (Judicial) that certain typographical mistakes have crept in the order dated 03.11.2025.

In view of the same, the matter was directed to be listed.

Perused the record.

Necessary correction be carried out in the order dated 03.11.2025. The order already uploaded be deleted and correct order be uploaded forthwith.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

07.11.2025
Rajni