

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.513 of 2025

Date of Decision: 16.09.2025

M/s. DSS Buildtech Pvt. Ltd. through its Authorized Representative Paras Kumar Jain, registered office at 506, 5th Floor, Time Square Building, B-Block, Sushant Lok, Phase-I, Gurugram, Haryana.

Appellant-Promoter

Versus

Sita Maheshwari, resident of House No.202, Rennainance Rainbow Apts, ITPL, Main Road, Brook Field, Bangalore 560037 also at Tower-7-804, Amarpali Grand Sector Zeta Noida, Gautam Budha Nagar, 201306.

Respondent-Allottee

CORAM:

**Justice Rajan Gupta
Shri Rakesh Manocha**

**Chairman
Member (Technical)**

Present: Mr. Pranjal P. Chaudhary, Advocate,
for the appellant.

O R D E R:

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated 23.04.2025 passed by the Authority¹ at Gurugram. Operative part thereof reads as under:

“H. Directions of the authority

22. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act

¹ Haryana Real Estate Regulatory Authority, Gurugram

to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The cancellation dated 22.06.2023 is hereby set aside.*
 - ii. The respondent is directed to refund the full paid-up amount of Rs.6,00,000/- alongwith interest at the prescribed rate i.e., 11.10% on the amount paid by the complainant, from the date the request of refund was made by the complainant 06.04.2014 till the actual realization of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.*
 - iii. A period of 90 days is given to the respondent to comply with the directions given in the order and failing which legal consequences would follow*
- 23. Complaint stands disposed of.*
- 24. File be consigned to registry.”*

2. Learned counsel for the appellant-promoter has posed a challenge to the aforesaid order. He *inter alia* contends that the respondent-allottee being in default, the action of the appellant-promoter to forfeit the amount is sustainable. The Authority gravely erred in setting aside the cancellation letter dated 22.06.2023. He has alternatively prayed that interest, if any, ought to have been granted from the date of cancellation and not from the date the respondent-allottee made a request for refund.

3. We have heard learned counsel for the appellant-promoter and given careful thought to the facts of the case.

4. It appears that the complainant (respondent-allottee herein) approached the appellant-promoter for taking a unit in the year 2013. He paid an amount of Rs.6,00,000/- against the total sale consideration of Rs.76,64,850/-. Thereafter, the appellant-promoter issued letter dated 13.12.2014 asking the respondent-allottee to remit an amount of Rs.14,24,945/- as per the payment plan. However, this payment was not made but correspondence continued between the parties.

5. Stand of the appellant-promoter that vide its letter dated 15.12.2017, it gave another opportunity to the respondent-allottee to make the payment and as a goodwill gesture, it agreed to waive off the interest for an amount of Rs.7,70,912/-. Respondent-allottee did not pay any heed to this overture on the part of the appellant-promoter. As a result, the appellant-promoter, after waiting till 2023, issued cancellation letter on 22.06.2023 and forfeited the entire amount of Rs.6,00,000/- paid by the respondent-allottee to the appellant-promoter. This action was challenged by the respondent-allottee before the Authority for setting aside the cancellation letter dated 22.06.2023 and refund of the paid up amount of Rs.6,00,000/- along with interest from the date (06.04.2014) the respondent-allottee purported for refund of the amount remitted by her.

6. A perusal of the record shows that respondent-allottee cannot be completely absolved of her negligence in this matter. Certain letters were sent by the promoter asking her to make the balance payment. Vide letter dated 15.12.2017, the appellant-promoter had decided to waive off the interest for delay in making the payment.

7. We are, thus, of the considered view that there is some substance in the appeal preferred by the appellant-promoter.

8. Under these circumstances, we do not wish to express any opinion on the cancellation letter dated 22.06.2023 as the Authority itself has directed for refund of the entire paid up amount to the respondent-allottee along with interest from 06.04.2014 till actual realization. The transactions and contract, if any, between the parties have come to an end.

9. We, however, feel that the respondent-allottee cannot be absolved of her conduct for not responding to the demand letters and even concession offered by the promoter. Under these circumstances, she

would be entitled for refund of the full paid up amount of Rs.6,00,000/- along with interest @ 11.10%. Same would be computed from the date of cancellation 22.06.2023 instead of 06.04.2014 when she made the request. In our considered view, this would balance the equities as the promoter waited till 22.06.2023 before cancelling the allotment. The allottee had sufficient opportunity to make balance payment before the said date. We are conscious of the fact that we have decided this appeal without calling upon the respondent-allottee to appear before this Tribunal in view of the facts of the case being very clear and any further delay in disposal of the appeal needs to be avoided.

10. Appeal is allowed in the above terms.

11. The amount of pre-deposit made by the promoter in this appeal, along with interest accrued thereon, be remitted to the Authority for disbursement to the parties as per their entitlement, subject to tax liability, if any.

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

13. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

16.09.2025
Manoj Rana