

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.507 of 2024

Date of Decision: January 20, 2026

1. Amarjit Singh Batra

2. Harveena Batra

Both R/o A-8/4, SF, Vasant Vihar, New Delhi-110057

Appellants.

Versus

Anjali Promoters and Developers Limited, 7, Barakhamba Road,
New Delhi-110001

Respondent

CORAM:

**Justice Rajan Gupta
Dinesh Singh Chauhan**

**Chairman
Member (Technical)**

Present: Mr. Arjun Singh Bawa, Advocate and
Mr. Sahil Gupta, Advocate for the appellants.

Mr. Hemant Saini, Advocate and
Mr. Himanshu Monga and Ms. Neha, Advocates
for the respondent.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 16.05.2024, passed by the Authority¹. Operative part thereof reads as under:

"I. Directions of the Authority

25. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the

¹ Haryana Real Estate Regulatory Authority, Gurugram

promoter as per the function entrusted to the authority under Section 34(f):

I. The respondent is directed to refund the paidup amount of Rs.32,51,472/- after deducting 10% of the sale consideration of Rs.77,30,155/- being earnest money and amount of assured return paid, if any. The interest at the rate of 10.85% (the State Bank of India highest marginal cost of lending rate (MCLR) prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of termination/cancellation 26.10.2022 till its realization.

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.

26. Complaint stands disposed of.

27. File be consigned to registry.”

2. It appears that a project in the name and style of ‘Centra One’ was floated by the respondent-promoter in Sector 61, Gurugram. The project was commercial in nature. It was granted licence by DTCP way back on 17.12.2007 and re-validated from time to time. RERA registration was also granted in January, 2023. The appellants applied for a unit in the project and were successful in the allotment process. In this respect, allotment letter dated 20.08.2010 was issued. A unit measuring 816 square feet (revised super area being 939 square feet) was allotted to them. Total sale consideration of this unit was Rs.77,30,155/-. Admittedly, the appellant-allottees remitted an amount of Rs.32,51,472/- by 24.07.2012. It is also admitted that BBA in respect of the unit was never signed by the parties. Due date of delivery as per record was 30.06.2012 (counting grace period therein). Occupation

Certificate was granted to the respondent-promoter on 09.10.2018. Offer of possession was made thereafter i.e. on 28.12.2018. Thereafter, the respondent-promoter is stated to have sent reminders dated 06.05.2020, 15.07.2020, 14.09.2020. Stand of the respondent-promoter is that the allottees did not deem it fit to make the balance payment. As a consequence, pre-cancellation letter dated 28.10.2020 was issued. Counsel for the parties are *ad-idem* that the unit was terminated thereafter vide communication dated 11.11.2022.

3. Counsel for the appellant-allottees has assailed the order. As per him, letter offering possession cannot be treated as valid offer of possession as the demand raised therein was wrongly calculated. The delay in completing the project was not taken into account. The amount in that respect ought to have been deducted from the demand made along with letter of possession. As per him, in view of same, all proceedings thereafter are vitiated and appellant-allottees are entitled to possession of the unit. Besides, it has also been pointed out by Mr. Bawa that the appellant-allottees had sent a legal notice dated 03.12.2021, wherein they highlighted all these aspects of the matter. The notice was, however, ignored by the promoter-respondent due to which the appellant-allottees were constrained to file the complaint before the Authority at Gurugram.

4. Mr. Saini has vehemently opposed the plea made by the appellant-allottees. He submits that a copy of BBA was sent to the appellant-allottees way back in the year 2012 but same was not signed by them. The allottees never made any payment

after the year 2012. The allottees are now pointing out defects in the offer of possession, however, they never challenged the said offer for a period of four years as offer was made in 2018 and complaint was preferred by the allottees in the year 2022. He has also brought to the notice of the Bench that an amount of Rs.21,31,359/- has been remitted to the appellant-allottees in light of order passed by the Authority. His plea is that the promoter had no option but to cancel the allotment as the allottees failed to make the balance payment.

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

6. We find no merit in the plea raised by the appellant-allottees. It is evident that the respondent-promoter made a valid offer of possession on 28.12.2018 after grant of Occupation Certificate on 09.10.2018. The appellant-allottees failed to make any payment despite several reminders sent to them. It is an admitted position that the allottees never signed the BBA, though a copy of the same was sent to them. It is uncontroverted that the appellant-allottees did not make any payment after 24.07.2012. Stand of the appellant-allottees that offer of possession was not valid as compensation payable to them on account of delay in completing the project was not taken into account, is without any basis. In case the appellant-allottees felt that offer of possession was not valid, they could have posed a challenge to the same. However, they filed the complaint four years after offer of possession was made to them. In these circumstances, pre-cancellation notice dated 28.10.2020 was sent to the appellant-allottees but it appears

that they ignored the same. Almost two years thereafter, i.e. on 11.12.2022, the respondent-promoter cancelled the unit. Admittedly, thereafter third-party rights were also created on the same in March, 2023. An amount of Rs.21,31,359/- has been refunded to the appellant-allottees in light of the order passed by the Authority. The matter, thus, needs to be given a quietus.

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

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

9. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

January 20, 2026
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