

**BEFORE THE HARYANA REAL ESTATE APPELLATE
TRIBUNAL**

Appeal No.863 of 2022

Date of Decision: January 19, 2026

(i) Ketineni Pratibha Rao
(ii) Suchita Rao
Both R/o Plot No. 47, Gunrock Enclave, Phase-1, Gate-3,
Narne Estate Office, Karkhana Police Station, Secunderabad,
Hyderabad, Andhar Pradesh-500009

Appellants

Fantasy Buildwell Pvt. Ltd., Room No. 205, Welcome Plaza,
S-II, Shakarpur, Delhi-110092

Respondent

CORAM:

**Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan**

**Chairman
Member (Judicial)
Member (Technical)**

Present: Mr. Vinay Kumar Pandey, Advocate for the
appellant.
Mr. Arjun Sharma, Advocate for the respondent.

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against the order dated
31.08.2022, passed by the Authority¹. Operative part of the order
reads as under:

“H. Directions of the Authority

*39. 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
promoter as per the functions entrusted to the Authority
under Section 34(f) of the Act of 2016:*

*i. The respondent-promoter is directed to refund the
amount of Rs.3,88,32,688/- after deducting 10% of the
sale consideration of the unit being earnest money as
per regulation Haryana Real Estate Regulatory
Authority Gurugram (Forfeiture of earnest money by the
builder) Regulations, 2018 with interest @ 10% p.a. on*

¹ Haryana Real Estate Regulatory Authority, Gurugram

the refundable from the date of cancellation i.e. 31.08.2022 till the actual date of refund of the amount.

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

iii. The respondent is further directed not to create any third-party rights against the subject unit before the full realization of paid-up amount along with interest thereon to the complainants, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilised for clearing dues of allottee-complainants.

40. Complaint stands disposed of.

41. File be consigned to the registry.”

2. It appears that a project in the name and style of “Paras Quartier” was floated by the respondent-promoter in Sector 2, Village Gwal Pahari, District Gurugram. The appellant-allottees booked a unit therein for a total consideration of Rs.6,12,20,000/-. They were allotted a unit, measuring 6,000 square feet, bearing No. PL-3/01, 20th Floor, Tower/block-Iconic therein. The appellant-allottees remitted an amount of Rs.3,88,32,688/- BBA² was executed between the parties on 01.05.2013. According to agreement, due date of possession was 12.08.2017. Occupation Certificate was granted to the promoter on 22.06.2020. Subsequently, an offer of possession was given to them on 19.11.2020. As there was delay in handing over of possession, the allottees sought to withdraw from the project and claimed refund along with interest. They filed the complaint before the Authority seeking that relief.

3. The Authority, after considering rival contentions of the parties, directed the respondent-promoter to refund Rs.3,88,32,688/- after deducting 10% of the sale consideration along with interest @ 10% p.a. on the refundable amount from the

² Builder Buyer’s Agreement

date of cancellation/surrender i.e. 31.08.2022 till actual date of refund of the amount.

4. Only grievance of counsel for the appellant-allottee is that interest on the refundable amount could have been given by the Authority from the respective date of payments made by the appellant-allottees.

5. Counsel for the respondent—promoter defends the impugned order. He submits that in compliance of the order passed by the Authority, the respondent-promoter has remitted an amount of Rs.3,40,81,848/- in the account of the allottees.

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

7. It appears that the promoter had completed the project and got Occupation Certificate on 22.06.2020 and on the basis thereof, it offered possession on 19.11.2020. Thus, it appears to be a valid offer of possession. At the same time, it is well-settled that the allottees cannot be forced to take possession of the unit in question. As the allottees decided to surrender the unit, the promoter ought to have refunded the amount forthwith. However, at this stage, the promoter did not act promptly due to which the allottees were constrained to file the instant complaint before the Authority.

8. After examining the entire issue, the Authority directed the promoter to refund the paid-up amount along with interest from date of surrender, i.e. 31.08.2022 till realization after deducting 10% of the basic sale consideration.

9. The stand of the appellants for grant of interest from respective date of payment is mis-conceived as they themselves surrendered the unit allotted. In such a situation, date of surrender would be material for determining the period for which the allottees would be entitled to grant of interest. A perusal of the

record reveals that the allottees filed the complaint on 05.04.2021. Same was decided vide order dated 31.08.2022 which is impugned herein. The Authority has taken the date of surrender as 31.08.2022 and granted interest to the allottees from the said date till realization. It probably escaped the attention of the Authority that date of surrender would be the date on which the allottees filed the complaint and not date of decision thereof. In our considered view, this a palpable error which needs to be corrected. We, thus, hold that the allottees would be entitled to interest from the date of surrender i.e. 05.04.2021 till realization after deduction of 10% of the basic sale consideration. The appellant-allottees would be entitled to interest @ 10% p.a. from the aforesaid date till realisation.

10. The appeal is partly allowed in these terms.

11. Copy of the order be forwarded to the parties/counsel and the Authority.

12. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

January 19, 2026.
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