

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.346 of 2021

Date of Decision: December 17, 2025

Emaar India Ltd. (formerly known as Emaar MGF Land Limited),
306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New
Delhi-110017, also at Emaar Business Park, MG Road,
Sikanderpur Chowk, Sector 28, Gurugram-122002, Haryana
through its Authorized Representative Mr. Subrat Kumar
Pradhan, age 45 years, son of Late Sh. Sarat Kumar Pardhan

Appellant.

Versus

1. Brigadier Deepak Sharma
2. Sonia Sharma,

Both resident of B-2/51, Azad Apartments, Sri Aurobindo Marg,
Near IIT Gate, New Delhi-110016

Respondents

CORAM:

Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan

Chairman
Member (Judicial)
Member (Technical)

Present: Ms. Tanika Goyal, Advocate and
Ms. Ankita Chaudhary, Advocate
for the appellant.

Mr. Vivek Sheoran, Advocate
for the respondents.

ORDER**RAJAN GUPTA, CHAIRMAN:**

Present appeal is directed against order dated 26.03.2021, passed by the Authority¹. Operative part thereof reads as under:

“16. Hence, the authority hereby pass the following order and issue directions under section 37 read with Section 34(f) of the Act:

- 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 complainants from due date of possession i.e. 22.05.2014 till the handing over of possession. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order.*
- ii. However, the respondent has already paid a sum of Rs.7,64,408/- towards delay in handing over possession at the time of offer of possession, therefore, the said amount shall be adjusted towards the amount to be paid by the respondent/promoter as delay possession charges under proviso to section 18(1) read with rule 15 of the Rules.*
- iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.*
- iv. The respondent shall not charge anything from the complainants which is not part of the buyer's agreement.*
- v. Interest on the delay payments from the complainants shall be charged at the prescribed rate @9.30% by the promoter which is the same*

¹ Haryana Real Estate Regulatory Authority, Gurugram

as is being granted to the complainants in case of delayed possession charges.”

2. Respondent-allottees booked an apartment in the project floated by the appellant-promoter, namely, ‘Palm Hills’ in Sector 77, Gurugram. BBA² was executed between the parties on 16.08.2010. Total sale consideration of the apartment was Rs.62,32,872/-. As per BBA, appellant-promoter was required to hand over actual physical possession of the said apartment on or before 22.05.2014, but it failed to do so. The complainant-allottees got offer of possession from the appellant-promoter on 21.01.2020. Being aggrieved, the complainant-allottees filed the complaint before the Authority claiming DPC³

3. The Authority, vide impugned order, allowed the complaint. Feeling dissatisfied, the promoter is in appeal before this Tribunal.

4. During the pendency of the present appeal, possession of the unit was handed over to the respondent-allottees on 29.11.2023. As possibility of amicable settlement was being explored, appellant-promoter made an offer of lump sum amount of Rs.25,00,000/- as full and final settlement of claim of the respondent-allottees, as recorded in order dated 19.09.2024. On 10.07.2025, counsel for the parties submitted that despite repeated attempts, efforts to settle the matter amicably proved futile. Thereafter, the matter was heard on merits.

² Builder Buyer’s Agreement

³ Delayed Possession Charges

5. Counsel for the appellant-promoter contended that valid offer of possession of the unit was made to the respondent-allottee on 21.01.2020 after receiving Occupation Certificate on 24.12.2019. Therefore, DPC, if any, could, at the most, be granted upto offer of possession i.e. 21.01.2020 and the Authority erred in granting the same upto the date of actual delivery of possession.

6. Counsel for the respondent-allottees argued that as per BBA, possession of the unit was to be delivered upto 22.05.2014. However, the appellant-promoter failed to complete the construction despite lapse of considerable period of more than five years. Entire payment was made by the respondent-allottees and at the time of offer of possession on 21.01.2020, only a token amount of Rs.7,64,408/- was paid to the respondent-allottees towards DPC, which was deficient.

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

8. In the facts and circumstances of the case, it is evident that due date of possession was 22.05.2014. Occupation Certificate was granted to the appellant-promoter on 24.12.2019. Immediately thereafter, i.e. on 21.01.2020, offer of possession was made to the respondent-allottees. On perusal of the record, we do not find any force in the contention of learned counsel for the respondent-allottees that the said offer was not a valid offer of possession. The offer of possession by the appellant-promoter on 21.01.2020 was a valid offer and the respondent-allottees could have taken possession on expiry of two months of the offer i.e. upto 21.03.2020. Therefore, the respondent-allottees are entitled to get DPC from due date of

Appeal No. 346 of 2021

possession i.e. 22.05.2014 onwards till 21.03.2020 i.e. date of offer of possession plus two months.

9. In view of above, the appeal is partly allowed and impugned order dated 26.03.2021 is modified to the extent that the appellant-promoter shall pay DPC to the respondent-allottees from due date of possession i.e. 22.05.2014 till 21.3.2020 (i.e. date of offer of possession plus two months).

10. The amount of pre-deposit made by the appellant-promoter with this Tribunal as pre-deposit, 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.

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

12. File be consigned to records.

Justice Rajan Gupta
Chairman

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

December 17, 2025
mk