

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 737 of 2023

Date of Decision: February 17, 2026

TATA Housing Development Company Limited, Regional Office: Tril Commercial Centre, Intellion Edge, First Floor, Tower A, Sector 72, SPR Gurugram, 122101 through its authorized representative Sanjana Mago

Appellant.

Versus

1. Nitin Singhal s/o Surendra Kumar Singhal
2. Surendra Kumar Singhal s/o V. S. Singhal,
Both R/o A-43, Shivalik, New Delhi-110017

Respondents

CORAM:

Justice Rajan Gupta
Dinesh Singh Chauhan

Chairman
Member (Technical)

Present: Mr. Rohit and Ms. Ankita Chaudhary,
Advocates for the appellant.

Mr. Siddhanth Arora, Advocate for the respondents.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 17.08.2023 passed by the Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram whereby the appellant-promoter has been directed to pay Rs.35,000/- per month as rent from 30.10.2017 to 24.09.2018; Rs.2,00,000/- for mental agony, stress and harassment and Rs.1,00,000/- as cost of litigation to the respondent-allottees within 30 days of the

order. In case of failure, the appellant-promoter was also liable to pay interest @ 10.50 per annum till realization.

2. The respondent-allottees were applicants in a housing project, namely, 'TATA PRIMANTI' floated by M/s TATA Housing Development Company (hereinafter described as 'TATA Housing') in Sector 72, Gurugram. They were allotted a unit measuring 3355 square feet. Total sale consideration for the unit was Rs.3,17,48,900/-. The allottees paid Rs.3,17,00,829/-. Thereafter, they invoked jurisdiction of the Authority for grant of delay possession interest from due date of possession till actual offer of possession. Their claim was resisted by TATA Housing. The Authority adjudicated upon the matter and gave the following directions vide order dated 09.07.2021:

"G. Directions of the authority

31. Hence, the authority hereby passes the 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 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. 30.10.2017 till 22.07.2019 (i.e. expiry of 2 months from the date of offer of possession (22.05.2019). The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per rule 16(2) of the rules.

ii. The rate of interest chargeable from the 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(za) of the Act.

iii. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.

iv. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

32. Complaint stands disposed of.

33. File be consigned to registry.”

3. Thereafter, the respondent-allottees filed a complaint before the Adjudicating Officer seeking compensation on account of rent paid by them, for delay caused by the promoter and other harassment caused to them including payment of EMIs paid to the bank. This claim was also resisted by TATA Housing. However, the Adjudicating Officer vide impugned order dated 17.08.2023 came to the conclusion that the respondent-allottees were entitled to Rs.35,000/- per month from 30.10.2017 to 24.09.2018 as rent; Rs.2,00,000/- for mental agony, stress and harassment and Rs.1,00,000/- as cost of litigation.

4. The aforesaid order has been challenged on the ground that as the allottees are persons, who stayed in the project and have possession as well as Conveyance Deed in their favour, thus, they are estopped from invoking jurisdiction of the Adjudicating Officer for additional compensation.

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

6 As per Section 18(1) of the Act¹, the matters in which the project is not completed by the promoter within the stipulated period as per terms and conditions settled between the parties, the allottee has the option of withdrawing from the project and seek relief of refund of the paid-up amount along with interest. However, if the allottee chooses to remain in the project, then the only remedy provided for the default of the promoter in completion of the project, is to get delay possession interest on the paid-up amount from the due date of possession till actual delivery of possession. (*See- Appeal No. 70 of 2023- Greater Noida Industrial Development Authority v. Ranjan Misra, decided on 20.04.2023*).

7. In the present case, the allottees have already availed the remedy of delay possession charges. Keeping in view the facts and circumstances of the case coupled with Section 18(1) of the Act, since the allottees opted not to withdraw from the project, they are not entitled for any additional compensation

8. In view of above, the appeal is allowed.

9. The amount of pre-deposit made by the appellant-promoter along with interest accrued thereon, be remitted to the Authority for disbursement to the appellant-promoter, subject to tax liability, if any.

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

¹ Real Estate (Regulation and Development) Act, 2016

11. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

February 17, 2026
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