BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Sr. No.	Execution No. and related complaint no.	Title
1.	Ex/4154/2024 (CR/3100/2020)	M/s Pioneer Urban Land and Infrastructure Ltd Vs. Fairway Estates Pvt. Ltd
2.	Ex/4155/2024 (CR/3588/2020)	M/s Pioneer Urban Land and Infrastructure Ltd. Vs. Fairway Estates Pvt. Ltd.
3.	Ex/4156/2024 (CR/3045/2020)	M/s Pioneer Urban Land and Infrastructure Ltd. Vs. Fairway Estates Pvt. Ltd.
4.	Ex/4157/2024 (CR/3039/2020)	M/s Pioneer Urban Land and Infrastructure Ltd. Vs. Fairway Estates Pvt. Ltd.
5.	Ex/4158/2024 (CR/3702/2020)	M/s Pioneer Urban Land and Infrastructure Ltd. Vs. Fairway Estates Pvt. Ltd.
6.	Ex/4150/2024 (CR/3030/2020)	M/s Pioneer Urban Land and Infrastructure Ltd. Vs. Fairway Estates Pvt. Ltd.
7.	Ex/4151/2024 (CR/3941/2020)	M/s Pioneer Urban Land and Infrastructure Ltd. Vs. Parveen Kumar Aggarwal
8.	Ex/4153/2024 (CR/3053/2020)	M/s Pioneer Urban Land and Infrastructure Ltd. Vs. Anju Aggarwal

Abbrivations:
Ex: Execution no. & CR: Complaint no.

APPERANCE:

Mr. Dhruv Rohatgi — Counsel for the Complainant /Promoter

Mr. Sanjeev Sharma — Counsel for the Respondent/Allottee

CORAM:

Shri Vijay Kumar Goyal — **Member**

ORDER

1. The above-mentioned 8 complaints were initially filed under section 31 of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act, 2016') by the promoter i.e., M/s Pioneer Urban Land & Infrastructure Ltd. (hereinafter referred to as Complainant-Promoter) on 29.10.2020 seeking

directions of the Haryana Real Estate Regulation Authority, Gurugram (hereinafter referred to as 'the Authority') for the allottee (M/s Fairway Estate Pvt. Ltd.) (hereinafter referred to as Respondent-Allottee) to pay the outstanding dues in terms of the builder buyer agreement (BBA) and to permit the promoter-complainant to recover all such outstanding dues in accordance with the BBA. In the alternative, the Complainant-Promoter had sought the liberty to cancel the units allotted to the respondent, in terms of the Builder Buyer Agreement executed inter se parties, and thereafter refund the amount, if any, strictly in accordance with the provisions of the agreement executed inter se parties.

2. The said matters were heard at length by the Authority and were finally disposed of vide a joint order dated 30.09.2021 whereby the Authority passed the following direction under section 37 of Act, 2016 to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f) of the Act, 2016 ibid:

> a. *Directed that* ***the promoter/complainant shall give equivalent number of flats equivalent to the extent of amount paid/deposited by the buyer respondent after adjusting the delayed possession charges, which has not been disputed by the complainant as well as due interest on delayed payments****. He should not usurp or marrow the amounts paid by him in the interest of Justice on flimsy grounds by way of misconstruing various clauses of apartment buyers' agreement, in a distorted manner which are invalid in the eyes of law.*

3. Thereafter, the Respondent-Allottee filed executions petitions before the Authority for executing the abovesaid order dated 30.09.2021. However, the Respondent-Allottee withdrew the said executions as the Respondent-Allottee preferred appeals bearing no. 285-292 of 2023 before the Hon'ble Haryana Real

Estate Appellate Tribunal (hereinafter referred to as 'Hon'ble Appellate Tribunal') challenging the said order dated 30.09.2021 passed by the Authority including application for condonation of delay. However, the Hon'ble Appellate Tribunal was pleased to dismiss the application for condonation of delay along with the appeal vide order dated 28.01.2025. The extract of the said order is reproduced hereunder:

> *"Under the circumstances, condoning delay in the instant cases is not warranted. The applications are found to be without any merit and are hereby dismissed. Consequently, the appeals meet the same fate. The same are also dismissed."*

4. During the pendency of the said appeal, the Complainant-Promoter had filed 8 separate execution petitions titled above on 12.09.2024 seeking execution of the order dated 30.09.2021 under section 40 of the Act, 2016 read with rule 27 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as 'the Rules, 2017').

5. Thereafter, Complainant-Promoter in July 2025 filed a civil writ petition bearing nos. 22363 of 2025 and Ors. before Hon'ble High Court of Punjab & Haryana seeking directions especially in the nature of mandamus directing the respondent no.1 i.e. the Authority, to decide the execution petitions filed by the promoter company, in a time bound manner.

6. The Hon'ble High Court vide order dated 06.08.2025 disposed of the said writ petitions with a direction to the Authority to decide the present execution petitions within a period of three months from the date of the order. The relevant para of the said order dated 06.08.2025 is produced below for reference:

> *"In view of the above, this petition is disposed of with direction to respondent no. 1 to decide the execution petitions within a period of three months from now."*

7. The present execution petitions were listed before the adjudicating officer initially on 07.11.2024 but no effective hearing was held and thereafter the matters were transferred to Authority in terms of the order dated 24.04.2025 passed by the Hon'ble High Court of Punjab & Haryana in case CWP No. 14937-2024(O&M) titled as Vatika Ltd. V/s Union of India & ors. Accordingly, the execution petitions were listed before the Authority on 08.09.2025. Thereafter, the matter was heard at length on 09.12.2025 by bench comprising Sh. Ashok Sangwan, IAS (Retd) Member and Sh. PS Saini, Member. After clarifications submitted by the parties, the matter was reserved for pronouncement of orders on 24.12.2025. However, the resignation of Sh. Ashok Sangwan, Member was accepted by the Government vide No.1/26/2021-1TCP dated 17.12.2025 and in view of the same, Sh. Ashok Sangwan, Member recused from further proceedings.

8. The brief particulars of all the execution petitions are detailed in the following table:

Sr. No.	Execution No.	Unit No.	Name of allotee	Total sale consideration (Rs.)	Amount paid(Rs.)	Outstanding amount (Rs.)
1.	Ex.4150/2024	A-502	Fairway Estates Pvt. Ltd.	5,17,05,000/-	2,77,61,391/-	2,39,43609/-
2.	Ex.4154/2024	A-602	Fairway Estates Pvt. Ltd.	5,17,05,000/-	2,77,36,007/-	2,39,68,993/-
3.	Ex.4155/2024	A-702	Fairway Estates Pvt. Ltd.	5,21,57,995/-	2,79,88,001/-	2,41,69,994/-

4.	Ex.4156/2024	A-801	Fairway Estates Pvt. Ltd.	4,73,09,159/-	1,59,14,168/-	3,13,94,991/-
5.	Ex.4157/2024	A-802	Fairway Estates Pvt. Ltd.	4,72,66,187/-	2,31,38,064/-	2,41,28,123/-
6.	Ex.4158/2024	A-902	Fairway Estates Pvt. Ltd.	4,72,66,187/-	2,53,52,658/-	2,19,13,529/-
7.	Ex.4151/2024	A-2102	Parveen Aggarwal	4,72,71,865/-	2,50,09,632/-	2,22,62,233/-
8.	Ex.4153/2024	A-1601	Anju Aggarwal	5,76,77,998/-	3,08,14,956/-	2,68,63,042/-
	Total			40,23,59,391/-	20,37,14,877/-	19,86,44,514/-

9. On 24.12.2025, a copy of the chart prepared by the Chartered Accountant of the Authority was shared with both the parties depicting the amounts paid/received by the party as well as the amount due to the parties on account of delayed possession charges as well as interest on pending instalments in terms of the order to be executed. Both the parties were directed to file objections, if any, on the above stated calculations within a period of two weeks. No such objections have been filed by both the parties except the claim.

10. Thereafter, these petitions were assigned to the undersigned vide order dated 21.01.2026 for disposal and accordingly the said petitions were heard on 21.01.2026.

A. Written submissions submitted by the promoter (Pioneer Urban Land & Infrastructure Ltd):

11. The promoter i.e., M/s Pioneer Urban Land & Infrastructure Ltd. in its submissions submitted that the Authority directed that Pioneer Urban Land &

Infrastructure Ltd. must provide equivalent flats to the respondent based on the amount paid, after adjusting delayed possession charges and interest on delayed payments. The respondent allottee cannot retain rights over the units due to prolonged non-compliance. Additionally, the Hon'ble High Court has directed that the matter be resolved within three months.

12. The promoter i.e., M/s Pioneer Urban Land & Infrastructure Ltd. further submitted that the Allottees are attempting to avoid liability by claiming that the possession offer was legally invalid. However, this issue was already raised before the Authority and was rejected after hearing both sides. The allottees have not filed any separate complaint seeking to invalidate the possession offer. Since possession was offered after obtaining the Occupation Certificate, and an executing court cannot go beyond the decree, their claim lacks legal merit. Further, the allottee's calculation sheet reflects mala fide intent, as it claims interest up to the present date while omitting the interest payable to the promoter, contrary to the Authority's order. Therefore, the allottee's contentions are without merit and should be rejected.

B. Written submissions submitted by Allottee (Fairway Estate Pvt. Ltd.)

13. The allottee i.e., Fairway Estate Pvt. Ltd. in its submissions stated that it may be noted that the Complainant-Promoter conveniently concealed the fact that the Offer of Possession dated 17.06.2019 did not adjust the DPC payable to the Respondent/Allottee, thereby making the same an illegal one. It is trite law that concealment of material and relevant facts deliberately by the litigants amounts to playing fraud upon the Hon'ble Courts.

14. The Complainant-Promoter's prayer for directions to the Respondent-Allottee for taking possession of the apartment in question are not being contested by the Respondent-Allottee herein, as the Respondent-Allottee herself wants valid,

and legal possession of the Unit in question, for which a significant amount of monies has been paid. The issue remains that the Offer of Possession by the Complainant-Promoter needs to be a valid and legal one, i.e. not only must the same be offered after receipt of Occupancy Certificate (OC), but, the same also needs to adjust the DPC amount payable to the Respondent-Allottee on the amounts already paid by the Respondent-Allottee.

15. It is further submitted that the respondent-allottee is willing to complete pending payments payable to the complainant-promoter as per the agreed payment plan within the prescribed timeline as directed by the Authority, subject to such being made to be incumbent upon a legal and valid offer of possession, i.e. one which includes the adjustment of DPC.

C. Findings of the Authority:

16. The present execution petitions have been filed before the Authority for execution of the order dated 30.09.2021, whereby the Authority directed the Complainant-Promoter to allot the Respondent-Allottees an equivalent number of flats proportionate to the amount paid by the Allottees, after adjusting the delay possession charges as well as due interest on delayed payments.

17. The due date of possession has already been deliberated by the Authority in para 31 of the order dated 30.09.2021 wherein it is mentioned that the promoter was bound to deliver the possession of the flats in question to the allottees in all probabilities on or before 04.03.2016 but he failed to do so and hence committed breach of the statutory provision contained in section 11(4) of the Act, 2016 and also of the terms and conditions of the agreement relating to handing over the possession of the flats. The offer for possession was delayed and was made by complainant-promoter only on 28.08.2018 in respect of 7 flats and on 17.06.2019 in respect of one flat after receiving occupation certificate

from the competent Authority on 23.07.2018 and 14.06.2019 respectively. Hence, the Authority has already held that the Complainant-Promoter is liable to pay delayed possession charges in terms of section 18 (1) of the Act of 2016. The relevant portion of section 18 (1) is reproduced as under:

> *"(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building:*
> *(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
> *(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*
>
> *he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.*
>
> ***Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."***

18. Further, as the respondent-allottees had also failed to make the payment of outstanding amounts and hence, was also held liable for payment of the interest on delayed payments at equitable rates in terms of Section 2(za) of said Act. However, no physical possession has been handed over of any unit to the Respondent-Allottees till date.

19. It is pertinent to note that in the order dated 30.09.2021, while directing adjustment of delay possession charges payable by the Complainant-Promoter and interest on delayed payments payable by the Respondent-Allottee, the Authority did not specifically determine or adjudicate (i) the cut-off date up to which the Complainant-Promoter would remain liable to pay delay possession

charges, and (ii) the corresponding date up to which the Respondent-Allottee would be liable to pay interest on the outstanding amounts. These aspects, therefore, remained unadjudicated in the said order and have arisen for consideration in the course of the present execution proceedings. It is, however, apposite to observe that as per Section 18(1) of the Act, 2016, the promoter is statutorily liable to pay interest for every month of delay till the handing over of possession. In this regard, reliance is placed upon the law laid down by the Hon'ble Appellate Tribunal in its order dated 15.03.2022 in Appeal No. ***234 of 2021 titled Emaar MGF Land Limited Vs. Anubhav Gupta through GPA Holder Mr. Mahesh Chandra Gupta***, wherein it has been held that delay possession interest is payable from the due date of possession till the handing over of possession, and further that any amount deposited subsequent to the due date shall also carry interest from the date of such deposit till handing over of possession. Similarly, in ***Appeal No. 595 of 2019 titled Emaar MGF Land Limited Vs. Rajan Walia and Anr.***, the Hon'ble Appellate Tribunal has held that where the offer of possession is not valid in the eyes of law, the allottee shall be entitled to delay possession interest at the prescribed rate till the actual handing over of possession. Though the Authority depending upon the facts of each case also grants the delayed possession charges till the offer of possession plus two months or handing over of possession, whichever is earlier.

20. Subsequent to the order of the Authority dated 30.09.2021, the promoter offered the possession of two units on 03.03.2022, bearing no. A-702 & C-1601 after adjustment of the delay possession charges and delay payment charges payable by both the parties till the date of realisation and as per said offer, an amount of ₹13,74,333/- is to remain credited against the units constituted in the order dated 30.09.2021.

21. Thereafter, vide application dated 14.11.2024, the complainant-promoter has requested for releasing of seven number of apartments in its favour and has offered only one unit to be handed over to the respondent-allottee, bearing unit No. A-702 only. However, the aforesaid proposals were not fructified inter se the parties.

22. The Authority observes that the allottees are statutorily entitled for possession of the unit in terms of the agreement executed inter se parties as per section 19 (3) of the Act, 2016 subject to payment of interest at the prescribed rate for any delay in payment towards any amount to be paid in terms of obligation under section 19 (7). The relevant sections are reproduced hereinunder for the ready reference:

> *"19. Rights and duties of Allottees:*
> *XXX XXX XXX*
> *(3) The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be entitled to claim the possession of the common areas, as per the declaration given by the promoter under sub-clause (C) of clause (l) of sub-section (2) of section 4.*
> *XXX XXX XXX*
> *(7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)."*

23. In view of above, during proceedings dated 21.01.2026, the Respondent-Allottee has expressed its willingness to pay the total outstanding amount including interest as on date amounting to Rs.33,10,59,333/- as per the calculations of the Chartered Accountant of the Authority. On the contrary, the complainant-promoter vide written submissions has offered a single flat equivalent to the amount of Rs. 5,23,78,302/- which remained credited to the

account of allottee after adjustment of delayed possession interest as well as delayed payment interest in respect of all 8 flats. Thus, only one flat is proposed to be offered to respondent-allottee i.e. M/s Fairway Estates Pvt. Ltd. and has further requested for release of remaining 7 flats in favor of complainant-promoter.

24. However, the Authority notes that it is the Complainant-Promoter has filed the instant complaints seeking directions against the Respondent-allottees for payment of the outstanding dues along with interest in terms of the builder buyer agreement (BBA). But now the Complainant-Promoter is not acceding to the aforesaid offer made by the Respondent-Allottees regarding payment of the outstanding dues along with interest in lieu of all the eight allotted units in term of the calculations made by the Chartered Accountant of the Authority as per which an amount of Rs. 33,10,59,333/- is to be paid after adjustment of interest on the delay by both the parties. Since as per Complainant-Promoter's submissions, after adjustment of the outstanding interest till date on all the eight units, only Rs. 5,23,78,302/- amount remains to be adjusted and out of this amount only one unit remains eligible to be offered.

25. The Authority further notes that acceptance of the proposal advanced by the Complainant-Promoter wherein delay payment interest is calculated up to the present date, would lead to an unjustified and inequitable situation. It is matter of fact that physical possession of not even single unit has been handed over till date despite due date having lapsed way back on 04.03.2016 and having paid more than 50% of the sale consideration against all the eight units. In such circumstances, if the Complainant-Promoter is permitted to levy delay payment interest on the outstanding amounts in respect of all eight units up to the present date, while at the same time restricting the liability towards delay

possession charges only up to the date of offer of possession without actual handing over of physical possession, the same would result in an arbitrary and one-sided outcome. This is particularly so when the fact remains that possession of any unit has not been handed over till date. Such an approach would continuously erode the value of the amounts deposited by the allottee and, over a period of time, may lead to a situation where the promoter is not required to allot any unit at all and may instead raise monetary claims against the allottee. Such a consequence is clearly impermissible, inequitable, and contrary to the spirit and intent of the order dated 30.09.2021.

26. Applying the aforesaid principles to the facts of the present case, the Authority is of the considered view that a balanced and equitable approach is required while giving effect to the order dated 30.09.2021. The adjustment mechanism contemplated therein cannot be interpreted in a manner that results in continuous accrual of liability against one party while simultaneously limiting the corresponding liability of the other. Therefore, the computation of liabilities of both the parties must be harmonized in a manner that preserves the intent of the original order and ensures that neither party is unjustly enriched at the cost of the other.

27. At the outset, it is reiterated that the scope of the present proceedings is strictly confined to the execution and enforcement of the order dated 30.09.2021. It is a settled principle of law that an executing court cannot go behind the decree nor can it permit any modification, alteration, or dilution of the directions contained therein. The order dated 30.09.2021 had unequivocally directed that the allottee shall be allotted an equivalent number of flats commensurate with the amount paid by the allottee, after adjusting (i) the delay possession charges

payable by the promoter and (ii) the interest on delayed payments payable by the allottee.

28. In this regard, the Authority is of the considered view that the accrual of interest on delayed payments cannot be permitted to continue indefinitely. The same shall stand crystallized and terminated as on the date of the original order, i.e., 30.09.2021. This view is further fortified by the fact that the said order itself provides for a balancing mechanism by directing allotment of units equivalent to the amount paid after mutual adjustment of liabilities. Permitting further accrual of interest beyond the said date would defeat the very purpose and intent of the order.

29. The Authority also observes that the proposal submitted by the promoter is premised upon recalculation of delay payment charges up to the present date, which substantially diminishes the effective value of the allottee's deposits and restricts the allottee to a single unit. This approach is not only inconsistent with the directions contained in the order dated 30.09.2021 but also defeats the substantive rights crystallized in favour of the allottee under the said order.

30. The Authority has considered the submissions made by both the parties and observes that the proposal advanced by the Complainant-Promoter restricting the allotment to a single unit equivalent to Rs.5,23,78,302/- is not in consonance with the directions contained in the order dated 30.09.2021. It is an admitted fact that an amount of Rs.20,37,14,877/- has been paid to the Complainant-Promoter against all the eight number of units by the Respondent-Allottee while the maximum consideration of one unit is only Rs. 5,76,77,998/- (as detailed in the aforesaid table). In view of the above, the aforesaid proposal of the Complainant-Promoter is not in consonance with the order dated

30.09.2021 passed by the Authority, the execution of which is being sought here and hence, the same is hereby declined.

D. Directions of the authority

31. In view of the above discussion, the present execution petitions are disposed of with the following directions:

i. The proposal of the Complainant-Promoter seeking to restrict the allotment to a single unit equivalent to ₹5,23,78,302/- stands rejected as being untenable and not in consonance with the order dated 30.09.2021.

ii. The Complainant-Promoter, M/s Pioneer Urban Land and Infrastructure Ltd. is directed to strictly comply with the order dated 30.09.2021 passed by this Authority. Wherein it is held that the Complainant-Promoter shall allot to the Respondent-Allottee an equivalent number of flats commensurate with the net amount paid/deposited by the allottee, after adjusting delay possession charges payable by the promoter as well as delay payment interest payable by the allottees be calculated up to the date of the original order dated 30.09.2021, in an equitable manner.

iii. The exercise of recalculation and identification of equivalent units shall be completed within a period of four weeks from the date of this order.

iv. Upon such determination, the Complainant-Promoter shall issue a revised complete statement of accounts and shall handover possession of the equivalent no. of units in terms of the said order dated 30.09.2021.

v. The Respondent-Allottees shall, thereafter, comply with its remaining obligations, if any, within four weeks' time.

vi. In case of non-compliance of the above directions, the parties shall be at liberty to seek appropriate remedies in accordance with law.

32. It is clarified that the recalculation exercise directed herein is only for the purpose of effectuating the order dated 30.09.2021 and shall not be construed as a re-adjudication of the rights and liabilities of the parties beyond the scope of the said order. The parties shall remain bound by the findings already recorded in the order dated 30.09.2021 passed by the Authority.

33. The execution petitions stand disposed of in the above terms.

Dated: 13.03.2026

Vijay Kumar Goyal
Member
Haryana Real Estate Regulatory Authority,
Gurugram

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GURUGRAM