

**BEFORE THE HARYANA REAL ESTATE APPELLATE  
TRIBUNAL**

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**Appeal No.757 of 2025 (O&M)**

**Date of Decision: 17.03.2026**

Emaar India Limited (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 – 122 002, Haryana, through its Authorized Representative.

Appellant

Versus

Renu Rekhi resident of C-363-C, Sushant Lok-1, City Gurgaon, Haryana 122009

Respondent

**Coram:**

**Justice Rajan Gupta  
Dinesh Singh Chauhan**

**Chairman  
Member (Technical)**

Present: Mr. Kunal Dawar, Senior Advocate assisted by Ms. Ankita Chaudhary, Advocate for the appellant.

**O R D E R**

**RAJAN GUPTA, CHAIRMAN (ORAL):**

Present appeal is directed against order dated 28.03.2025, passed by the Authority<sup>1</sup>. Operative part thereof reads as under:

*“22. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure complained of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):*

*i. the respondent/promoter is directed to refund the paid-up amount of*

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Gurugram

*Rs.5,09,000/- received by it from the complainant within 90 days from the date of this order, failing which that amount would be payable with interest @ 11.10% p.a. till the date of actual realization.*

*23. Complaint stands disposed of.*

*24. Files be consigned to registry.”*

2. Appellant (Emaar India Ltd.) has assailed the aforesaid order on the ground that the allottee did not make payment despite reminders. Admittedly, only ₹5,09,000/- was paid initially by the allottee. Thereafter, he received cancellation letter dated 20.01.2020. However, no amount was refunded to the allottee even at the time of cancellation. The Authority adjudicated upon the matter and came to the conclusion that appellant-promoter had failed to issue any allotment letter or execute the BBA<sup>2</sup>. It is also found that promoter cancelled the unit of the respondent-allottee without any notice/reminders. Thus, the promoter failed to act in accordance with the terms of the application form.

3. We have heard learned counsel for the appellant and given careful thought to the facts of the case. We find no ground to interfere with the findings arrived at in this matter. Accordingly, the instant appeal is hereby dismissed.

4. The amount of pre-deposit made by the appellant in terms of proviso to Section 43(5) of the RERA<sup>3</sup> Act along with interest accrued thereon, be remitted to the Authority for disbursement to the respondent, subject to tax liability, if any.

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<sup>2</sup> Builder Buyer's Agreement

<sup>3</sup> Real Estate Regulation and Development Act, 2016

5. Copy of this order be sent to the parties, their counsel and HRERA, Gurugram.

6. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan  
Member (Technical)

17.03.2026  
Manoj Rana