

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 423 of 2022

Date of Decision: 08.07.2026

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-122002, Haryana through its Authorised
Representative Sayantan Mondal, Aged 33 years.

Appellant

Versus

1. Pankaj Sarin;
2. Kanika Sarin, Both resident Flat No. 1502, Tower A, Pioneer
Presidia, CRPF Road, Sector-62, Gurugram, Hayrana-122201.

Respondents

Coram:

Justice Rajan Gupta

Chairman

Dr. VirenderParshad

Member (Judicial)

Present: Mr. Rohit Sangam, Advocate, with
Ms. Drisha Kansal, Advocate,
for the appellant-promoter.

Mr. Aman Bahri, Sr. Advocate, assisted by
Mr. Bawa Karanveer Singh, Advocate,
for the respondent-allottees.

ORDER

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
21.12.2021 passed by the Authority¹. Operative part thereof
reads as under:-

*“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 dated of possession i.e.*

¹ Haryana Real Estate Appellate Authority, Gurugram

13.08.2015 till 16.10.2019 i.e. expiry of 2 months from the date of offer of possession(16.08.2019). 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. Also, the amount of Rs.8,68,788/- so paid by the respondent towards compensation for delay in handing over possession shall be adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to Section 18(1) of the Act.

iii. the complainants are entitled for refund of Rs.4,72,000/- paid for allotment of third car parking space on account of failure of the respondent to make available third parking as per the requirement of the complaints.

iv. The service tax/ GST up to the due date of offer of possession shall be demanded by the promoter and will be paid by the complainants and not thereafter.

v. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainants/allottees at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020."

2. Learned counsel are *ad idem* that the main contention as regards complaint having been filed post execution of conveyance deed no longer survives in view of the judgment delivered by this Tribunal in *Appeal No. 946 of 2024 titled as Emaar India Ltd. Vs. Poonam Goel and another decided on 02.07.2026.*

3. As regards the payment of GST and HVAT, Mr. Bahri submits that both levies have been remitted by the

allottees, however, same may be subject to final decision of Writ Petition No. 14226 of 2018, which is pending before the Hon'ble High Court. As per him, the dispute relating to car parking etc. has also been resolved. Thus, no *lis* survives in the present appeal.

4. In view of above, the appeal is disposed of in terms of the aforesaid judgment.

5. The amount of pre-deposit made by the appellant-promoter along with the appeal in terms of proviso to Section 43(5) of the Act, 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.

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

7. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

08.07.2026
Rajni