

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 383 of 2023

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 Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Sumitra Sehrawat;
2. Parveen Sehrawat Both residents of Flat no. 0601 Tower 09,
Greens Sector 102, Dwarka Express Road, Gurugram, Haryana.

Respondents

Coram:

Justice Rajan Gupta

Chairman

Dr. Virender Parshad

Member (Judicial)

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

Mr. Akshat Mittal, Advocate,
for the respondent-allottees.

ORDER

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
17.08.2022 passed by the Authority¹. Operative part thereof
reads as under:-

*“i. The respondent shall pay interest at the
prescribed rate i.e. 10% per annum for every month of
delay on the amount paid by the complainant from
due date of possession i.e. 31.12.2018 till the date of*

¹Haryana Real Estate Appellate Authority, Gurugram

handing over of possession i.e. 10.09.2019. 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 allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e. the delayed possession charges as per section 2(zb) of the act.

iii. the respondent shall delete an amount of Rs.19,126/- from the total sale consideration.

iv. the respondent shall collect the advance maintenance charges for 1 year only which is as per the buyer's agreement executed between the parties and shall not extend this time period arbitrarily. Therefore, the extra amount so collected shall be refunded back to the complainants.

v. the respondent shall not charge anything from the complaints which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainant/allottee 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 appeals nos. 3864-3889 of 2020 decided on 14.12.2020.

58 This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

59. Complaints stand disposed of. True certified copies of order be placed on the case file of each matter. There shall be separate decrees in individuals cases.

60. Files be consigned to registry."

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. Only issue pertains to the date from which delay compensation has to be granted. Admittedly, in view of the judgment delivered by this Tribunal in Appeal No. 946 of 2024 (supra), this Bench held that due date of possession would be as per the agreement. Thus, allottees would be entitled to delay possession charges for the period from 31.12.2018 to 10.09.2019, in view of the terms incorporated in the agreement.

4. In view of above, the issue as regards the complaint having been filed after execution of conveyance deed stands decided in terms of the aforesaid judgment. As regards delay possession charges, the respondent-allottees would be entitled to the same from 31.12.2018 to 10.09.2019.

5. In view of above, the appeal is disposed of

6. 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.

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

8. Files be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

08.07.2026/Rajni