

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.50 of 2024

Date of Decision: July 16, 2026

1. Mr. Praveen Kumar Gupta

2. Mrs. Rekha Bansal

Both R/o F-203A, Laxmi Nagar, Delhi-110092

Appellants.

Versus

Pareena Infrastructures Pvt. Ltd., Regd. Office: Flat No. 2, Palm Apartment, Plot No. 13B, Sector-6, Dwarka, New Delhi-110075

Respondent

CORAM:

**Justice Rajan Gupta
Dr. Virender Parshad**

**Chairman
Member (Judicial)**

Present: Mr. Swayam Bansal, Advocate for the appellants.
Mr. Kamaljeet Dahiya, Advocate for the respondent.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 15.09.2023 passed by the Authority¹. Operative part thereof reads as under:

“G. Directions of the Authority:

68. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016.

i) The respondent/builder is directed to refund the deposited amount of Rs.54,31,215/- after deducting

¹ Haryana Real Estate Regulatory Authority, Gurugram

10% of the sale consideration being earnest money along with an interest @ 10.75% on the refundable amount, from the date of cancellation i.e. 18.10.2022 till the date of realization of payment.

ii) A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

69. Complaint stands disposed of.

70. File be consigned to the registry.”

2. It appears that a project in the name of ‘Micasa’ was floated by the respondent-promoter in Sector 68, Gurgaon. The appellants were allotted a unit therein vide allotment letter dated 25.05.2016. Total sale consideration of the unit was Rs.1,15,42,511/-, out of which the appellant-allottees remitted an amount of Rs.54,31,215/-. BBA² was executed between the parties on 08.07.2015. According to agreement, due date of possession was 08.06.2020. Occupation Certificate was granted to the project on 03.01.2023. As the allottees failed to clear the outstanding dues, the promoter cancelled the unit vide letter dated 18.10.2022. The allottees preferred a complaint before the Authority on 03.01.2023 seeking possession of the unit along with delay possession charges.

3. Stand of the respondent-promoter before the Authority is that the allottees were in constant default in making timely payments as per the terms and conditions of the agreement and did not adhere to the agreed payment plan. Respondent-promoter issued various reminders to the allottees demanding balance amount. Thus, there was no option but to cancel the unit.

² Builder Buyer’s Agreement

4. After considering rival contentions of the parties, the Authority disposed of the complaint vide impugned order, operative part whereof has been reproduced in para 1 of this order.

5. Aggrieved by the impugned order, the appellant-allottees preferred the instant appeal before this Tribunal. They primarily challenged the impugned order on the ground that the Authority erred in granting refund after deduction while the relief of possession was sought before the Authority.

6. Learned counsel for the respondent-promoter has contended that Occupation Certificate had already been obtained in the year 2023. The appellant-allottees did not come forward to make further payments despite various reminders issued by the respondent-promoter in this regard. It was submitted that allotment was cancelled on 18.10.2022 due to default by the allottees in making the payment. Therefore, the direction of the Authority to refund after deduction of 10% of the sale consideration was just and reasonable.

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

8. Primarily, the factual issue, that arises before this Bench, is whether the allottees defaulted in making timely payments or the promoter was able to raise construction as per schedule in the agreement to sell.

9. A perusal of the impugned order shows that the appellant-allottees paid an amount of Rs.54,31,215/- against total sale consideration of Rs.1,15,42,511/-. The respondent-promoter sent a demand letter dated 06.10.2017 and thereafter

13 reminders were sent to the allottees for making payments before issuing a pre-cancellation letter. Despite that, the appellant-allottee did not make any payment. Thereafter, pre-cancellation letter dated 02.05.2022 was issued by the respondent-promoter. Ultimately, the unit was cancelled vide letter dated 18.10.2022. The Authority held that responsibility for delay in payment squarely fell on the shoulders of the allottees and thus, directed refund of paid-up amount after deducting 10% of the basic sale price along with interest from the date of cancellation till realisation. In our view, the unit was cancelled by the respondent-promoter after following due procedure. We find no legal infirmity with the order passed by the Authority.

10. The appeal is without any merit and is hereby dismissed.

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

12. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

July 16, 2026
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