

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 945 of 2024
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

Manish Bhatnagar R/o 9/9153, Vasant Kunj, New Delhi.

Respondent

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. Shubhnit Hans, Advocate, with
Mr. Anjanpreet Singh, Advocate,
for the respondent-allottee.

ORDER

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
20.08.2024 passed by the Authority¹. Operative part thereof
reads as under:-

*“37. Hence, the authority hereby passes this order
and issues the following directions under section 37
of the Act to ensure compliance to obligations cast*

¹Haryana Real Estate Appellate Authority, Gurugram

upon the promoter as per the function entrusted to the authority under section 34 (f):

“i. The respondent/promoter is directed to pay interest at the prescribed rate i.e. 11.10% per annum for every month of delay on the amount paid by the complainant(s) from the due date of possession i.e., 15.09.2013 till the date of offer of possession plus two months or the date of handing over whichever is earlier as per proviso to Section 18(1) of the Act read with rule 15 of the Rules. The respondent is further directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per rule 16(2) of the rules.

ii. Also, the amount of compensation already 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 respondent is directed to not to charge anything which is not part of the buyers’ agreement.

38. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of paid up amount is mentioned in each of the complaints.

39. The complaints stand disposed of.

40. Files be consigned to the records.”

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 03.05.2013 to 11.01.2021, in view of the terms incorporated in the agreement.

3. In view of above, the issue as regards the complaint having been filed after execution of the conveyance deed stands decided in terms of the aforesaid judgment. As regards delay possession charges, the respondent-allottees are entitled to the same from 03.05.2013 to 11.01.2021.

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

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. Files be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr.VirenderParshad
Member (Judicial)

08.07.2026
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