

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 34 of 2025

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

Sameer Batra r/o TPD H-F09-901, Palm Drive, Sector 66 Gurugram.

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. Mangesh Goel, Advocate,
for the respondent-allottee.

ORDER

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
01.10.2024 passed by the Authority¹. Operative part thereof
reads as under:-

*“34. 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 is directed to pay the interest at the prescribed rate i.e., 11.10% per annum for every month delay on the amount paid by the complainant from the due date of possession from 31.03.2011 till 23.04.2018 i.e. expiry of 2 months from the date of offer of possession (23.02.2018). The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date 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 shall not charge anything from the complainant which is not the part of the buyer's agreement.

30. Complaint as well as application, if any, stands disposed off accordingly.

31. File 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 31.03.2011 to 23.04.2018, 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 31.03.2011 to 23.04.2018.

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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