

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 712 of 2025

Date of decision: July 24,2026

M/s 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 authorized representative Manish Mahajan, aged about 35 years son of Anil Kumar.

Appellant.

Versus

Himanshu Garg R/o TPD-H-F07-702, Premier Terraces at Palm Drive, Sector 66, Gurugram-122011

Respondent

CORAM:

Justice Rajan Gupta

Chairman

Dinesh Singh Chauhan

Member (Technical)

Present: Ms. Ankita Chaudhary, Advocate for the appellant.
Mr. Mangesh Goel, Advocate for the respondent.

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 03.04.2025 passed by the Authority¹. Operative part thereof reads as under:

“H. Directions of the authority:

38. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f) of the Act:-

¹Haryana Real Estate Regulatory Authority, Gurugram

i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate i.e. 11.10% p.a.. for every month of delay from the due date of handing over of possession i.e. March, 2011 till offer of possession (08.03.2018) after obtaining occupation certificate plus two months i.e. 08.05.2018, being earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

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

39. Complaint stands disposed of.

40. File be consigned to registry.”

2. It appears that a project in the name and style of ‘Premier Terraces at the Palm Drive’ was floated by the appellant-promoter in Sector 66, Gurugram. The respondent-allottee booked a unit therein. The promoter issued allotment letter dated 19.05.2008. Total sale consideration of the unit was Rs.1,08,76,890/-.The allottee remitted an amount of Rs.1,22,79,383/-. Buyer’s agreement was executed between the parties on 14.11.2008. Due date of possession was March, 2011. Occupation Certificate was granted to the project on 25.01.2018. Offer of possession was made to the allottees on 08.03.2018. The unit was handed over to the allottees vide handover letter dated 14.01.2019. Conveyance Deed was also executed in favour of the allottee on 06.08.2019. As there was delay in handing over the possession, the allottees preferred a complaint before the Authority seeking Delay Possession Charges and other ancillary reliefs.

3. After hearing rival contentions of the parties, the Authority issued the directions, as reproduced in the opening paragraph of the judgment.

4. Aggrieved against the order of the Authority, the promoter has filed the present appeal.

5. Learned counsel for the promoter has posed a challenge to the impugned order on the ground that jurisdiction of the Authority was invoked after considerable delay of execution of the conveyance deed and thus, Delay Possession Charges were awarded in violation of terms of Buyer's Agreement. She submitted that interest on the amount paid by the allottees after the due date of possession should be from respective dates of payment.

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

7. Learned counsel for the parties 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—***Emaar India limited v. Poonam Goel and another***, decided on 02.07.2026.

8. Further, argument of learned counsel for the appellant-promoter that interest on the amount paid by the allottees after the due date of possession should be from respective dates of payment is unsustainable in law. We find no infirmity with the order passed by the Authority.

9. In view of above, the appeal is dismissed.

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10. The amount of pre-deposit made by the promoter in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 along with interest accrued thereon, be remitted to the Authority for disbursement to the parties according to their entitlement, subject to tax liability, if any.

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

13. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

July 24,2026
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