

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 378 of 2023

Date of Decision:12.08.2026

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. Anuj Kumar Taneja;
2. Cheema Hazrati;

Both r/o 30/19 Ground Floor East Patel Nagar, New Delhi-
110008.

Respondents

Coram:

Justice Rajan Gupta

Chairman

Dr. Virender Parshad

Member (Judicial)

Present: Ms. Ankita Chaudhary, Advocate,
for the appellant-promoter.

Mr. Harshit Joon, Advocate,
for the respondent-allottees.

ORDER

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
14.02.2023 passed by the Authority¹. Operative part thereof
reads as under:-

*40. 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 interest at the prescribed rate i.e. 9.30% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 26.08.2013 till 21.01.2021 i.e. expiry of 2 months from the date of offer of possession (21.11.2020). 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. Also, the amount of Rs.5,11,239/- so paid by the respondent to the complainants 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. Also, the complainants are directed to take possession of the unit in question within 2 months from the date of this order as per section 19(10) of the Act after clearing outstanding dues, if any.

41. Complaints stand disposed of.

42. 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. Ms. Chaudhary submits that the Authority erred in declining to grant grace period notwithstanding Clause no.11 incorporated in the agreement. Said clause is reproduced hereunder for ready reference:

“11. Possession

(a) Time of handing over the possession

Subject to terms of this clause and barring force majeure conditions, subject to the Allottee(s) having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc. as prescribed by the Company, the Company proposes to hand over the possession of the Unit within 36(thirty six) months from the date of execution of buyers agreement. The Allottee(s) agrees and understands that the Company shall be entitled to a grace period of 6 (six months), for applying and obtaining the completion certificate/occupation certificate in respect of the Unit and/or the project.”

4. Mr. Harshit Joon does not controvert the terms of the agreement.

5. As regards the question of payment of delay possession charges, the respondent-allottees are subsequent allottees who have stepped into the shoes of the original allottee i.e. 15.07.2010, which was prior to the due date of possession i.e. 26.08.2013. Appellant is also entitled to six months grace period. Accordingly, the delay possession charges would be payable to them for the period from 26.02.2014 to 21.01.2021.

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

7. 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.

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

9. Files be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr.Virender Parshad
Member (Judicial)

12.08.2026
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