BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of decision: August 14,2026

(1) Appeal No. 507 of 2023

Ocus Skyscrapers Realty Private Limited (formerly known as Ocus Skyscrapers Realty Ltd.), 6th Floor, Ocus Technopolis Building, Golf Course Road, Sector 54, Gurugram, Haryana-122001

Appellant.

Versus

Rameshwar, R/o Village Allaudinpur VPO Budhera, Tehsil Loharu, Bhiwani-127201

Respondent

(2) Appeal No. 103 of 2024

Rameshwar, R/o Village Allaudinpur VPO Budhera, Tehsil Loharu, District Bhiwani, Haryana

Appellant

Versus

Ocus Skyscrapers Realty Private Limited, 6th Floor, Ocus Technopolis Building, Golf Course Road, Sector 54, Gurugram

Respondent

CORAM:

Justice Rajan Gupta **Chairman**
Dinesh Singh Chauhan **Member (Technical)**

Argued by: Mr. Yashvir Singh Balhara, Advocate for the appellant-promoter.

Mr. Pradeep Singh Sheoran, Advocate for the respondent-allottee.

O R D E R:

RAJAN GUPTA, CHAIRMAN

This order shall dispose of above-mentioned two appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 507 of 2023.

2. Present appeal is directed against order dated 03.05.2023, passed by the Authority[1]. Operative part thereof reads as under:

> ***"G. Directions of the Authority:***
>
> *18. 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 is directed to refund the amount of Rs.29,05,246/- after deducting 10% of the basic sale consideration of the unit by deducting the earnest money as per regulation Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018 along with an interest @ 10.70% p.a. on the refundable amount, from the date of surrender i.e. 14.11.2019 till the date of realization.*
>
> *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.*
>
> *19. Complaint stands disposed of.*
>
> *20. File be consigned to the registry."*

[1] Haryana Real Estate Regulatory Authority, Gurugram

3. It appears that a project in the name and style of 'Ocus 24K' was floated by the promoter in Sector 68, Gurugram. A unit measuring 334 square feet was allotted to the allottee vide allotment letter dated 27.05.2013. Total sale consideration of the unit was Rs.46,91,030/-, out of which, the allottee remitted an amount of Rs.29,05,246/-. Apartment Buyer's agreement was executed between the parties on 13.12.2013. Due date of possession was 13.12.2018. Occupation Certificate to the project was granted on 17.07.2019. Immediately thereafter, offer of possession was made to the allottee on 18.07.2019. As there was delay in handing over the possession, the allottee sought to withdraw from the project on 14.11.2019. The allottee preferred a complaint before the Authority seeking refund of the entire paid-up amount along with interest.

4. Stand of the promoter before the Authority was that the project was completed on time and possession had been offered after grant of occupation certificate. It was asserted that the allottee did not adhere to the payment schedule and sought to withdraw from the project after offer of possession was made to him.

5. Upon hearing both the parties and perusal of the record, the Authority issued the directions vide the impugned order, already reproduced in para 1 of this order.

6. Aggrieved against the aforesaid order, both the parties have filed cross-appeals before the Tribunal raising various contentions. The promoter primarily assailed the order

on the ground that the Authority erred in granting interest to the allottee despite default on his part.

7. On the other hand, learned counsel for the allottee contended that the unit originally allotted to him was unilaterally changed by the promoter at the stage of offer of possession and, therefore, he has sought full refund without any deduction along with interest from the respective dates of payment.

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

9. Admittedly, due date of delivery of possession was 13.12.2018. Occupation Certificate was granted to the project on 17.07.2019. Immediately thereafter, the promoter made offer of possession on 18.07.2019. However, the allottee sought to withdraw from the project on 14.11.2019. Despite various letters and reminders, the allottee failed to adhere to the payment schedule.

10. Insofar as the claim of the allottee for full refund without deduction is concerned, the same cannot be accepted. It is established on record that possession was offered after receipt of Occupation Certificate and the allottee sought to withdraw from the project thereafter. In such circumstances, some reasonable deduction is justified. The deduction of 10% of the basic sale consideration, as granted by the Authority, is justified in consonance with the settled principles governing forfeiture.

11. The plea of the allottee seeking interest from the respective dates of payment is also liable to be rejected. In the

present case, the allottee sought to withdraw from the project after offer of possession was made to him. The cause for refund arose only from the date of surrender. Therefore, the liability of the promoter to refund is from the date of surrender and not from respective dates of payment. The Authority has, thus, rightly awarded interest from the date of surrender and no interference is called for in this regard.

12. The contention of the promoter that no interest ought to have been awarded is untenable. Even after surrender of unit by the allottee on 14.11.2019, the promoter retained the amount paid by the allottee. Such retention cannot be justified and the allottee is entitled to reasonable interest on the refundable amount. The rate of interest awarded by the Authority is as per the prescribed rate and calls for no interference.

13. In view of above, the Tribunal finds that the Authority has rightly balanced the equities between the parties by allowing refund with a reasonable deduction and interest from the date of surrender. We find no infirmity with the order passed by the Authority.

14. Accordingly, the appeals filed by the promoter as well as the allottee are dismissed.

15. The amount of pre-deposit made by the promoter in Appeal No. 507 of 2023, 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.

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

17. Files be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

August 14,2026
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