

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER,
HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM**

Complaint No. :2440-2025

Date of Decision: 13.08.2026

Mohinder Pal Singh and Seema Singh, R/o 1330, DLF Phase IV,
Gurugram, Haryana.

.....Complainants

Versus

Emaar India Limited having R/o at 306-308, Square One, C-2,
District Centre, Saket, New Delhi- 110017.

.....Respondent.

APPEARANCE

For Complainants:

Mr. Sukhbir Yadav, Advocate.

For Respondent:

Mr. Dhruv Rohatgi, Advocate.

ORDER

This is a complaint filed by Mr. Mohinder Pal Singh and Ms. Seema Singh (allottees) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016), against Emaar India Ltd. (promoter).

2. Briefly stated, according to complainants, they are law-abiding citizens. In November 2009, they (complainants) being relied on the representation and assurances of it (respondent) and allured by the specifications of the project as mentioned in the brochure given by the respondent's staff, booked a commercial Unit


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bearing no. EPO-09-001, on 9th Floor, measuring 637.67 Sq. Ft. in the "Emerald Plaza" project situated in Sector-65, Gurugram, marketed & being developed by the respondent under a construction-linked payment plan for a total sale consideration of Rs.38,12,628.93/-. The respondent offered a discount of Rs.50,000/- in the form of cash back. They (complainants) paid the booking amount of Rs.5,00,000/- vide cheque bearing no. 194754. A receipt of the booking amount was issued by the respondent.

3. That on 09.12.2009, the respondent sent a provisional Allotment Letter to the complainants confirming the allotment of said commercial unit. On 02.07.2010 a pre-printed, unilateral, arbitrary Builder Buyer's Agreement (BBA) was executed inter-se the respondent and the complainants. The complainants had paid approximately Rs.15,00,000/- before execution of BBA. According to the possession clause of said BBA, the respondent had to give possession of the complainant's unit/office space within 30 months from the date of execution of the BBA.

4. The BBA was executed on 02.07.2010, therefore, the due date of possession was 02.01.2013. However, in the present case, 02.05.2013 is being considered the due date of possession (Ref: order dated 16.01.2019 in CRN 563 of 2018).

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5. That the complainants made several visits to the office of the respondent for the promised cash back or Rs.50,701/-, however, on one pretext or the other, the respondent kept delaying the payment of said amount. Finally, in the month of March 2010, a cheque drawn on Nainital Bank Ltd. was handed over to the complainants. However, to the utter shock and dismay of the complainants, the said cheque was dishonored, which caused a delay in payment of the demand raised by the respondent. Notably, after a further delay of 02 months, another cheque was handed over to the complainants and the same was honored.

6. That the respondent raised demands stating a false status of the construction. The respondent demanded Rs.2,85,947.17/- on 31.07.2012, showing the status of construction as "Third Basement Roof Slab". Notably, no such basement has been constructed by the respondent. Apparently, the respondent has performed an organized fraud upon all its investors and has wrongfully cheated all the allottees by making them enter an agreement based upon a false undertaking.

7. That the complainants consistently made the payments promptly against the installments of the office space/commercial unit allotted to them, following the payment plan opted by them.

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On 24.01.2018 the respondent issued a statement of account for the complainant's unit, which shows that the sale price of the property is Rs.40,73,456/-, while the complainants have paid Rs.40,25,480/- which amounts to more than 100% of the total cost. Notably, despite making full payment and more, the complainants were not handed over the physical possession of their office space.

8. After a delay of approximately five years from the due date of possession i.e. 02.05.2013, the respondent issued an offer of possession on 27.01.2018 for the complainant's office space/ commercial unit. The said offer of possession was not valid since the respondent demanded an undertaking for taking possession from the complainant. Furthermore, the respondent decreased the area of the complainant's commercial unit by 12.35 Sq. ft. i.e., from 637.67 Sq. ft. to 625.32 Sq. ft. Moreover, several illegal demands were also raised. The respondent delayed the possession of the complainant's unit by 5 years, and thereafter, issued the conditional offer of possession in which the area was reduced, a demand to submit an undertaking was raised, and so on.

9. That they (complainants) raised their grievances regarding the decreased area of their unit vide emails, however no response whatsoever was ever received from the respondent.


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Thereafter, they (complainants) served a legal notice dated 09.05.2018 to the respondent seeking recovery of Rs.16,50,000/- on account of compensation for delay in handover of possession in accordance with BBA, but the said legal notice also went in vain.

10. Contending all this, complainants have sought following compensations/reliefs: -

- i). To direct the respondent to pay Rs.91,12,000/- for the rental cost/loss from 02.05.2013 (due date of possession) to 28.06.2024 (date of handover of possession);
- ii). To direct the respondent to pay Rs.8,96,159/- on account of depreciation;
- iii). To direct the respondent to pay Rs.3,74,977/- for loss of interest to be paid on DPC for every month of delay;
- iv). To direct the respondent to pay Rs.10,00,000/- for causing mental agony;
- v). To direct the respondent to pay Rs.1,50,000/- for litigation cost;
- vi). To direct the respondent to pay Rs.60,848/- towards reimbursement of property tax which had come due on the complainant without use of his property;
- vii). To pass any other relief/direction as may deem fit and proper in the facts and circumstances of the present complaint.


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11. The respondent contested claim of complainants by filing a written reply. It is averred that the present complaint is not maintainable in law or on facts. The disputes raised in the complaint are beyond the purview of the Authority and can only be adjudicated by the Civil Courts. The complainants have been offered the possession as early as on 24.01.2018 and the unit was handed over on 28.06.2024 and thereafter, executed a conveyance deed dated 16.05.2025.

12. That the lack of bonafide of the complainants is apparent that after conclusion of the entire transaction on the execution of the conveyance deed and the completion of all obligations of the respondent, the complainants have approached this Authority to extort money. The complainants chose never to raise any claim until now and were agreeable to the compensation so awarded by the respondent.

13. That the lack of bonafide of the complainants is apparent that after the execution of the Conveyance Deed and after the pronouncement of the Judgment dated 16.01.2019 in the complaint no. 563 of 2018, whereby the complainants were awarded delay possession charges, the complainants chose to remain silent for such a long period and have approached this


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authority to extort money after a delay of more than 5 years. The present complaint is barred by limitation.

14. Denying all averments of complaint, the respondent prayed for dismissal of complaint.

15. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and perused the record.

16. During deliberations, it is admitted by learned counsel for the complainants that his clients approached the Authority by filing a complaint No.563 of 2018 and the same was decided by the Authority vide order dated 16.01.2019. The Authority directed the respondent to pay interest (DPC) for every month of delay at prescribed rate from due date of possession till the offer of possession to the allottees.

17. As per Section 18 (1) of Act of 2016, if promoter fails to complete or unable to give possession of an apartment, plot or building,

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein, (b)-----, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any

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other remedy available, to return the amount received by him in respect of that apartment, plot or building, as the case may be, with interest at such rate as may be prescribed in this behalf **including compensation, in the manner as provided under this Act.**

18. It is worth mentioning here that the complainants did not wish to withdraw from the project but prayed for delayed possession compensation, by filing a complaint with the Authority. The said complaint has already been allowed. Proviso added to sub section (1) of section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid by the promoter interest for every month of delay till handing over of possession, at such rate as may be prescribed. The parliament did not intend to provide compensation other than DPC in case allottee does not intend to withdraw from the project.

19. Upholding that the claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project as per Section 18 (1) of Act of 2016, following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **"Greater Noida Industrial Development Authority vs. Ranjan Misra"** Appeal No. 70 of 2023 decided on 20.04.2023-----;

"13.9. If we closely examine the above two provisions, it comes out that in a case where the

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Allottee exists the projects, the Act expressly provides INTEREST AND COMPENSATION both, but in cases where the Allottee tends to stay in the project the Allottee is only entitled for interest of every month till the handing over of the possession. Thus, the intention of the legislature was to provide Compensation only to those Allottees who exit the project and not to those who tends to stay in the project."

20. Similar was finding of Haryana Real Estate Appellate Tribunal in case "TATA Housing Development Company Limited vs. Nitin Singhal & Surendra Kumar Singhal, Appeal No.737 of 2023 decided on February 17,2026.

21. It is contended by learned counsel for the complainants that the Authority has directed the respondent to pay DPC till offer of possession, but despite said order the respondent did not give possession of subject unit to his clients till 28.06.2024 i.e. after 5½ years of passing of said judgment. Learned counsel requests to compensate his clients for this period of 5½ years.

22. The order of Authority dated 16.01.2019 referred above, is on the file. According to which, if the possession is not given by the respondent on the date committed by it, then the complainants shall be at liberty to further approach the Authority for the remedy as provided under the provisions of Act of 2016. In

view of said order, proper remedy with the complainants was to approach the Authority again, if the respondent did not hand over of possession of subject unit till 5½ years as claimed by them (complainants). It was proper to file complaint before this forum.

23. When the complainants have already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow separate compensation for same cause of action i.e. delay in delivering of possession.

24. Complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open Court
today i.e. **on 13.08.2026.**


(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory,
Gurugram.

Present: Mr. Aman Verma proxy counsel for the complainants.
Mr. Dhruv Rohtagi, Advocate for the respondent.

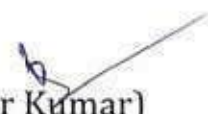
Order not ready today. To come for order on
13.08.2026.


(Rajender Kumar)
Adjudicating Officer,
Gurugram.28.07.2026

Present: Mr. Sukhbir Yadav, Advocate for the complainants.
Mr. Dhruv Rohtagi, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
13.08.2026