



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

EXECUTION NO. 177 OF 2022

IN

COMPLAINT NO. 346 of 2021

Raj Kumar Kadian & Anr ...DECREE HOLDERS

VERSUS

Ruhil Promoters Pvt. Ltd. ...JUDGEMENT DEBTOR

CORAM:

Parneet S. Sachdev	Chairman
Dr. Geeta Rathee Singh	Member
Chander Shekhar	Member

Date of Hearing: 21.05.2026

Hearing: 33rd

Present: - Adv. Mohinder Singh Kathuria, Learned Counsel for Decree holders through VC
Adv. Kamaljeet Dahiya, Learned Counsel for Judgment debtor through VC

ORDER (PARNEET SINGH SACHDEV - CHAIRMAN))

1. Today, the case is fixed for information with regard to status of possession of the unit in question and arguments on the limited purpose in respect of the outstanding amount of ₹ 56,359/-.

2. Brief facts are that the decree holders had filed a Complaint no. 346 of 2021, titled as "Raj Kumar Kadian Vs Ruhil Promoters Pvt. Ltd." under Section 31 of the RERA Act 2016 before the Authority which got disposed of vide order dated 02.09.2021 granting following relief:

"So, Authority decides that complainant is entitled to be paid upfront interest on the already paid amount from the deemed date of possession i.e. 24.03.2016 till today i.e. 02.09.2021. Account branch of this Authority calculated the interest as per Rule 15 of HRERA, Rules 2017, to the tune of 15,71,762/- as payable to the complainant from deemed date of possession i.e. 24.03.2016 till 02.09.2021. Besides said amount of interest, complainant is also entitled to receive each month's interest on the paid amount of 31,02,989/- from 03.09.2021 onwards till the delivery of actual possession after obtaining Occupation Certificate. Such interest works out to 24.048/- per month as calculated by the accounts branch of this Authority. Respondent is further directed that fifty percent of the total sum payable to the complainant shall be paid within 45 days from the date of uploading of this order and the remaining fifty percent in next 45 days."

3. The decree holders had filed present execution petition alleging that the above order of the Authority under execution, has not been complied with since the date of its passing. It is the case of the decree holder that despite there being explicit directions, the judgment debtor failed to deliver a valid



possession of the unit in question and make payment of interest on account of delay caused in delivery of possession.

4. During the execution proceedings, the judgment debtor apprised the Authority that in compliance of order under execution an offer of possession had been issued to the decree holders of 09.09.2022 after receipt of Occupation Certificate dated 17.03.2022 from the competent authority. Vide said offer of possession the decree holders were requested to visit the office of the respondent company to initiate formalities with regard to taking over of possession. Along with said offer of possession the judgment debtor had issued a detailed statement of account of payable and receivables amount in respect of the unit in question. As per said statement of accounts, the total sale consideration of the unit was ₹42,25,878/- against which the decree holders had already made a payment of 31,02,989/-. Accordingly, the decree holders were yet to pay an outstanding amount of ₹13,11,000/- [₹11,22,889/- (balance sale consideration) along with interest of ₹1,88,111/- (interest over delayed payments)]. Further, the judgment debtor had also issued a calculation sheet with regard to the quantum of delay interest admissible to the decree holders for the delay caused in delivery of possession in terms of direction issued vide order under execution, which worked out to ₹18,65,147/- [₹15,71,762/- (from deemed date of possession i.e. 24.03.2016 till date of passing of order under execution i.e 02.09.2021 + ₹ 24,048/- per month from 03.09.2021 till 09.09.2022 i.e offer of possession).

As per calculation above, on the day of the issuance of offer of possession dated 09.09.2022, the outstanding amount payable on the part of decree holders was ₹13,11,000/- and the delayed possession charges admissible to the decree holders by the judgment debtor was ₹18,65,147/- . Meaning thereby that after deducting the receivables from the total amount of interest/payables, the judgment debtor was liable to pay only an amount of ₹ 5,54,147.60/- to the decree holders. It is the principal contention of the judgment debtor that the decree holders failed to take possession of the unit and accept the decretal amount despite numerous attempts on behalf of the judgment debtor company since the past three years.

5. Today is the 33rd hearing in the matter. The present execution petition had been filed on 08.02.2022. As per order under execution, the Authority had directed the judgment debtor to deliver possession of the unit in question to the decree holders after obtaining occupation certificate and to pay delay interest from the deemed date of possession till delivery of actual physical possession. During proceedings the offer of possession dated 09.09.2022 had been issued to the decree holders along with the detailed statement of accounts for taking over of possession after receipt of occupation certificate on 17.03.2022. However, the decree holders refused to accept the said offer and take possession of the unit in question assailing the validity of the offer of possession dated 09.09.2022 issued by the judgment debtor and further raised questions with regard to the habitability of the unit in question. The

Authority after hearing all the contentions of the decree holders and perusal of the facts and circumstances had found that the offer of possession dated 09.09.2022 was a valid offer of possession issued after receipt of Occupation Certificate from a competent authority. It was further observed that the unit was in a habitable state and there was no impediment to the decree holders in having accepted the same. To get the order executed, the Authority vide its order dated 14.10.2025 had directed the judgement debtor to make payment of an amount of ₹ 5,54,147.60/- to the decree holders towards payment of decretal amount and handover possession of the unit in question. In compliance with directions of the Authority, the judgement had issued a cheque to the tune of ₹ 5,54,147.60/- in favour of the decree holders which had been accepted by the decree holders as recorded in order dated 11.12.2025. However, the decree holders refused to take possession of the unit, raising several objections. All the objections raised by the decree holder in respect of the unit in question and demands associated with the same have been thoroughly considered and addressed by the Authority through its orders dated 11.12.2025 and 05.02.2026 in depth. Relevant paras of the orders of the Authority are reproduced below for reference:

Order Dated 11.12.2025

“8. After giving thoughtful consideration to the submissions advanced by both the parties and pursuing the material placed on record, it is observed that in compliance of the order under execution dated 02.09.2021, the judgment



debtor had issued an offer of possession to the decree holders on 09.09.2022 duly supported with occupation certificate. Upon thorough inspection, said offer of possession is found to be genuine as also the fact that besides minor/aesthetic deficiencies the unit in question was fit for habitation as on 09.09.2022. It is reiterated that the Fire NOC dated 28.08.2021 and 30.12.2021 dated is still valid. There was no impediment in decree holders having accepted said offer of possession and taking over the physical possession of the unit after making payment of outstanding sale consideration. Since 09.09.2022 the decree holders have been assailing the offer of possession on various grounds, which have been dealt with as above. For grievances/objections, if any, the decree holders had ready remedy available with law. The receipt of occupation certificate from the competent Authority itself shows that the unit was in a habitable condition and fit for occupation. Even at present, the occupation certificate still persists. Therefore, this Authority cannot diminish the legality of a document issued by a competent authority and cannot go beyond its domain. Once a valid offer of possession has been made, it becomes incumbent upon the decree holders to take possession of the unit and complete the related formalities. By refusing to accept the said offer, the decree holders have violated the provisions of Section 19 (6) and 19(7) of the RERD Act, 2016. Therefore, the decree holders are advised to approach the issue with regards to taking over possession of the unit.



9. with a practical lens and thereupon act on it. This is no prejudice to the rights of the decree holders seeking relief of deficiency in services as the promised amenities had not been developed at the site by the respondent. For this the complainant/allottee is entitled to claim compensation under Sections 18(3) of the RERA Act which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. Further, since a valid offer of possession was made to the decree holders dated 09.09.2022, hence the judgment debtor is not liable to pay the delayed interest as per provisions of Section 18(1) of the RE(RD) Act, 2016 beyond the said offer. It is noteworthy to mention that the decree holders have accepted a payment of 5,54,147/- towards payment of the decretal amount. “

Order dated 05.02.2026

“5. Now with regard to the contention of the decree holder in respect of rate of interest it is observed that the judgment debtor has charged a rate of interest of 18% over delayed payments for the payments made prior to date of order under execution i.c 02.09.2021 and for the payments made thereafter, the rate of interest is 10.50%. It is noteworthy to mention that the rate of interest to be charged over delayed payments is to be uniform throughout and the same should be as prescribed.

With regard to payment of charges raised on account of staircase, it is observed that charges raised under 'staircase

charges' are for construction of additional staircase for emergency fire safety as per directions by Fire Safety Department. Since the demand on account of staircase charges has been proportionately charged from the complainant, therefore the decree holder is liable to pay the same. Further, the maintenance charges are to be charged only from the date when a valid offer of possession has been issued to the decree holder. Charges prior to a valid offer of possession are not payable on the part of decree holder.

With regard to GST charges, Authority is of the view that the deemed date of possession in this case works out to 24.03.2016 and charges/taxes applicable on said date are payable by the decree holder. Fact herein is that GST came into force on 01.07.2017, i.e. post deemed date of possession. The delay caused in delivery of possession has already been attributed on the part of the judgement debtor. In case the judgement debtor had timely completed the construction of the project, then the GST charges would not have come into force. Therefore, the decree holder is not liable to pay GST charges.

With regard to club charges it is observed that the said issue finds no mention in the order under execution. Now the decree holder cannot be allowed to raise fresh claim or liability during execution proceedings. "

6. Despite repeated directions, the decree holders delayed taking over of possession on one ground or the other constraining the Authority to pass a speaking order dated 07.05.2026 wherein it was observed as follows:

“4.....

As is apparent from the table above, all the objections raised by the decree holder in respect of the unit in question and demands associated with the same have been thoroughly considered and addressed by the Authority through its various orders. This executing court has judiciously navigated through all the grievances of the decree holder and recorded its observations as reiterated in table above. Rera is a beneficial legislation aimed at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been made summary in nature. Such expeditious adjudication is achievable only if the parties involved act wisely. Allottees cannot indefinitely delay taking possession on untenable grounds once possession is offered in terms of allotment. It is again reiterated that the offer of possession dated 09.09.2022 was a valid offer of possession. There is no impediment in decree holder taking possession of the same. Substantial time has been passed and this issue has been deliberated at much length for the decree holder to now raise repeated issues just to delay taking over possession and find some alternate grounds for refusal. The Judgment Debtor has fully complied with the directions passed by the Hon'ble Authority by obtaining the Occupation Certificate and issuing a valid offer of possession along with applicable delayed possession charges. The Decree Holder is deliberately refusing to take possession on frivolous and untenable grounds, which

is impermissible in execution proceedings, as the executing court cannot travel beyond the decree. Thus, the decree holder is granted last opportunity to take possession of the unit in question. In case the decree holders fail to take possession on frivolous grounds, this forum may hold that the decree is deemed to be satisfied. ”

7. During the course of hearing dated 07.05.2026, it was further observed that, the judgment debtor has called upon the decree holders to visit the office of the judgment debtor company today i.e on 07.05.2026 at 4:00 PM for taking over possession. Also, the claim of the judgment debtor in respect of the outstanding amount of ₹ 56,359/- payable by decree holder was sub-judice to observation of the Authority.
8. Today, learned counsel for the decree holders submitted that in compliance of directions issued by the Authority the decree holders have taken over possession of the unit in question on 07.05.2026. Now the only remaining issue is with regards to amount of ₹ 56,359/- which the judgment debtor is unjustifiably claiming from the decree holders.
9. In response, learned counsel for the judgment debtor confirmed that possession has been duly handed over to the decree holders. Learned counsel further sought time to provide clarification in respect of the outstanding amount of ₹ 56,359/- as he had no information from his client.



10.As per submissions of both parties, it is observed that in compliance of directions issued vide order under execution, the possession of the unit in question has been handed over to the decree holder along with payment of decretal amount.

In respect of the claim of the judgment debtor for the outstanding amount of ₹ 56,359/-, it is observed that as per the statement of account issued along with the offer of possession dated 09.09.2022 the outstanding amount payable by the decree holders was mentioned as ₹ 13,11,000/- only which has already been adjusted from the total delayed possession charges. Since the judgment debtor has failed to justify this increased demand, despite availing time, hence the same is deemed inadmissible.

11.In view of the facts and circumstances of the case as described above, since the decree holders have taken over the possession of the unit after receiving the admissible decretal amount, the present petition is disposed of fully satisfied as no further action in compliance of order dated 02.09.2021 is required.

12.It is noted that in the captioned petition, disposal of execution petition was made time bound vide order dated 30.07.2025 passed by Hon'ble High Court in CWP no.20229 of 2025 titled as "Raj Kumar Kadian and Another Versus Haryana Real Estate Regulatory Authority and Another". The time period for disposal of the petition expired during the course of adjudication. Thereafter, an application bearing no. CM-7090-CWP-2026 in CWP-20229-2025 seeking

extension of time had been filed before the Hon'ble High Court vide which the time period got extended upto 30.06.2026.

13. Since the present petition stands disposed of, office is directed to send a copy of the order to the Hon'ble High Court for information.

14. It is pertinent to mention here that penalty of ₹ 2,00,000/- stands imposed upon judgment debtor vide order dated 04.11.2025. Same has not been paid by judgment debtor till date. Judgment debtor is directed to pay the same on or before 21.06.2026. If this payment is not made by the due date, office is directed to issue a recovery certificate for said amount.

Section 67 of the Haryana Land Revenue Act, 1887 provides the processes for recovery of arrears which is as under:

"67. Processes for recovery of arrears.-- Subject to the other provisions of this Act, an arrear of land-revenue may be recovered by any one or more of the following processes, namely: - (a) by service of writ of demand on the defaulter; (b) by arrest and detention of his person; (c) by distress and sale of his movable property and uncut or ungathered crops; (d) by transfer of the holding in respect of which the arrear is due; (e) by attachment of the estate or holding in respect of which the arrear is due; (f) by annulment of the assessment of that estate or holding; (g) by sale of that estate or holding; (h) by proceedings against other immovable property of the defaulter."




Section 67 of the Act of 1887 thus encompasses the power to arrest and detain the defaulter, to attach and sell his movable property or immovable property for recovery of the amount in question and said powers are conferred on a revenue officer appointed by State Government as per provisions of Section 27 of the Act of 1887.

In case, the cost of ₹ 2,00,000/- is not paid by the judgment debtor by 21.06.2026, in exercise of powers conferred under Section 40(1) of the Real Estate (Regulation and Development) Act, 2016, this Authority shall issue a Recovery Certificate for recovery of a sum of ₹ 2,00,000/- as arrears of land revenue. The Deputy Commissioner cum Collector, Jhajjar, is requested and directed to take necessary steps in accordance with law for recovery of the aforesaid amount under the applicable provisions of the Haryana Land Revenue Act, 1887, and to remit the recovered amount to the Authority forthwith. The Recovery Certificate shall be executed strictly in accordance with law and the judgment debtor shall bear all incidental costs arising there from. Office of the Authority is directed to transmit a copy of this order, along with the Recovery Certificate, to the Deputy Commissioner cum Collector, Jhajjar, for immediate compliance.



15. Execution stands disposed of as fully satisfied vis-à-vis the Decree Holder and Judgment Debtor. File be consigned to record room after uploading the order on the website of the Authority. The Hon'ble High Court be informed accordingly.


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CHANDER SHEKHAR
[MEMBER]


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DR. GEETA RATHEE SINGH
[MEMBER]


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PARNEET S SACHDEV
[CHAIRMAN]