

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

**CM No. 968 of 2026 in/and
Appeal No. 271 of 2026**

Date of Decision: July 08,2026

M/s IREO Victory Valley Pvt. Ltd. through its authorized representative, Urvashi Yadav, IREO Campus, Archview Drive, IREO City, Gold Course Extension, Gurugram, Haryana-122101

Appellant.

Versus

1. Haryana Real Estate Regulatory Authority, Gurugram, PWD Rest House, Civil Lines, Gurugram, Haryana-122001.

2. Sangita Khurana wife of Rajnish Khurana

3. Rajnish Khurana son of Sh. J.C. Khurana

Both Rs/o C-685, New Friends Colony, New Delhi-110065

Respondents

CORAM:

**Justice Rajan Gupta
Dinesh Singh Chauhan**

**Chairman
Member (Technical)**

Argued by: Mr. R. S. Khaira, Advocate for the appellant.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 06.10.2021, passed by the Authority¹. Operative part thereof reads as under:

“H. Directions of the authority:-

55. 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

¹ Haryana Real Estate Regulatory Authority, Gurugram

the promoter as per the function entrusted to the authority under sec. 34(f) of the Act:-

i. The respondent is directed to pay the 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. 29.11.2013 till the offer of possession i.e. 11.12.2017 plus two months which comes out to be 11.02.2018 as per section 19(10) of the Act.

ii. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order.

iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e. 9.30% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the act.

iv. The respondent shall not charge anything from the complainants which is not part of the buyer's agreement. However, holding charges shall also not be charged by the promoter at any point of time even after being part of agreement as per law settled by the Hon'ble Supreme Court in civil appeal no. 3864-3889/2020 dated 14.12.2020.

56. Complaint stands disposed of.

57. File be consigned to the registry.

2. The appeal is accompanied with an application seeking condonation of delay of 1474 days in filing thereof.

3. In the application seeking condonation of delay, it is averred that after the order passed by the Authority, in order to

access and retrieve all the letters/documents, the delay occurred. Further, the appellant-promoter was in the process of exploring the possibility of settling the matter with the allottees. After collecting the entire record and internal discussions, the appeal was prepared and filed. It is further averred that the delay is neither intentional nor deliberate.

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

5. In a recent judgment of the Hon'ble Supreme Court in **Pathapati Subba Reddy (Died) by L.Rs. & Ors. V. The Special Deputy Collector (LA)**², various principles governing condonation of delay have been culled out. Paragraph 26 thereof is reproduced hereunder:

26. On a harmonious consideration of the provisions of the law, as aforesaid, and the law laid down by this Court, it is evident that:

- (i) Law of limitation is based upon public policy that there should be an end to litigation by forfeiting the right to remedy rather than the right itself.*
- (ii) A right or the remedy that has not been exercised or availed of for a long time must come to an end or cease to exist after a fixed period of time;*
- (iii) The provisions of the Limitation Act have to be construed differently, such as Section 3 has to be construed in a strict sense whereas Section 5 has to be construed liberally;*
- (iv) In order to advance substantial justice, though liberal approach, justice-oriented approach or cause of substantial justice may be kept in mind but the same cannot be used to defeat the*

² SLP (Civil) No. 31248 of 2018, decided on 08.04.2024

substantial law of limitation contained in Section 3 of the Limitation Act;

(v) Courts are empowered to exercise discretion to condone the delay if sufficient cause had been explained, but that exercise of power is discretionary in nature and may not be exercised even if sufficient cause is established for various factors such as, where there is inordinate delay, negligence and want of due diligence;

(vi) Merely some persons obtained relief in similar matter, it does not mean that others are also entitled to the same benefit if the court is not satisfied with the cause shown for the delay in filing the appeal;

(vii) Merits of the case are not required to be considered in condoning the delay; and

(viii) Delay condonation application has to be decided on the parameters laid down for condoning the delay and condoning the delay for the reason that the conditions have been imposed, tantamounts to disregarding the statutory provision.”

6. On a perusal of the principles laid down in the aforesaid judgment, it is evident that though a liberal and justice-oriented approach has to be adopted, it cannot be used to defeat the substantial law of limitation as laid down in the Limitation Act. Every application has to be decided in light of the facts and circumstances of each case. A right or remedy, which has not been exercised for a long time, must come to an end or cease to exist after a fixed period of time. It is trite law that in case the grounds are so specious that sufficient cause for condoning the delay is not made out, such application has to be rejected.

7. In the instant case, the grounds given by the appellant-company for condoning the delay in filing the appeal are not at all convincing. The appellant-company has merely given circuitous pleas in support of its application for condonation of delay. In support of the application for condonation of delay, no affidavit of senior officer of the company has been filed. The affidavit annexed with the application contains the signatures of the authorised representative. It is also pertinent to mention that the costs imposed vide order dated 26.05.2026 has not been deposited by the appellant-promoter. The appellant is a real estate company having sufficient means at its command to act promptly in the eventuality it wishes to prefer an appeal before this forum. Under Section 44(2) of the Act³, a period of 60 days has been prescribed for preferring an appeal. However, in the instant case, appeal has been filed after an inordinate delay (1474 days) and no cogent reasons are forthcoming for condonation thereof. The appellant has failed to prove that it was reasonably diligent in prosecuting the matter and this vital test for condoning the delay is not satisfied in the present case.

8. The allottees have suffered long enough as the order was passed way back on 06.10.2021. The allottees had to fight a protracted battle with the promoter who is in dominant position. Vide impugned order, the appellant has been 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 allottees from

³ The Real Estate (Regulation and Development) Act, 2016

due date of possession i.e. 29.11.2013 till the offer of possession i.e. 11.12.2017 plus two months.

9. The application is, thus, without any merit and is dismissed.

10. Consequently, the appeal is also dismissed.

11. The amount of pre-deposit made by the appellant-promoter in terms of proviso to Section 43(5) of the Act along with interest accrued thereon, be remitted to the Authority to be retained by it for disbursement to the parties, according to their entitlement till culmination of execution proceedings, if any pending, subject to tax liability, if any.

12. 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 8, 2026
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