

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.114 of 2025

Date of Decision: July 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 authorized representative Mr. Manish Mahajan, aged about 35 years son of Anil Kumar.

Appellant.

Versus

1. Mr. Prosenjit Sarkar

2. Manisha Sarkar

Both R/o The Enclave, The Palm Drive, Tower Q, 1403, Sector 66, Gurugram, Haryana-122002

Respondents

CORAM:

Justice Rajan Gupta
Dinesh Singh Chauhan

Chairman
Member (Technical)

Present: Mr. Rohit Sangam, Advocate for the appellant.
Mr. Harshit Joon, Advocate for the respondents.

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 07.01.2025 passed by the Authority¹. Operative part thereof reads as under:

“H. Directions of the authority

31. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

¹ Haryana Real Estate Regulatory Authority, Gurugram

I. The respondent is directed to pay the interest at the prescribed rate, i.e. 11.10% per annum for every month of delay on the amount paid by the complainants (exclude the amount given by the respondent company with respect to compensation/rebate, if any) from the due date of handing over the possession of the unit, i.e., 25.05.2013 till 11.05.2018 i.e. expiry of 2 months from the date of offer of possession (14.03.2018) or actual taking over of possession (11.05.2018) whichever is earlier as per provisions of Section 18(1) of the Act read with rule 15 of the rules. 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 compensation already 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. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.

31. Complaint as well as applications, if any, stands disposed off accordingly.

32. File be consigned to registry.

2. It appears that the appellant-promoter floated a project-'The Enclave at the Palm Drive' in Sector 66, Gurugram. The original allottees, namely, Bishwanath Dass and Sunita Dass booked a unit therein. The promoter issued provisional allotment letter dated 19.09.2009. The unit was transferred in favour of the respondent-allottee on 12.10.2009. Buyer's agreement was executed between the parties on 07.05.2010.

Total sale consideration of the unit was Rs.72,55,138/-out of which the allottees remitted an amount of Rs.72,32,829/-. Due date of possession was 25.05.2013. Occupation Certificate was granted to the project on 25.01.2018. Offer of possession was made to the allottees on 14.03.2018. Conveyance Deed was also executed in favour of the allottees on 30.07.2018. As there was delay in handing over the possession, the allottees preferred a complaint before the Authority on 23.08.2022 seeking Delay Possession Charges.

3. After hearing rival contentions of the parties, the Authority issued the directions, as reproduced in paragraph No. 1 of this judgment.

4. Aggrieved against the order of the Authority, the promoter has filed the present appeal.

5. Learned counsel for the promoter has posed a challenge to the impugned order on the grounds that jurisdiction of the Authority was invoked after considerable delay of execution of the conveyance deed and interest on Delay Possession Charges was awarded in violation of terms of Buyer's Agreement.

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

7. The contention of learned counsel for the appellant-promoter that no claim for interest on account of delay in delivery of possession could be maintained after execution of the Conveyance Deed, is rejected in view of the judgment of this Tribunal in Appeal No. 946 of 2024—***Emaar India limited v. Poonam Goel and another***, decided on 02.07.2026.

8. Further, argument of the promoter that interest on the amount paid by the allottees after due date of possession should be from respective dates of payments is sustainable. It is, thus, directed that interest on the payments which have been made by the allottees after due date of possession, would accrue from respective dates of payments made by them to the promoter. (*See Appeal No. 608 of 2021-Emaar India Ltd. Vs. Rohitashva Swaroop, decided on 01.04.2026*)

9. In view of the above, it is held that the payments made by the allottees after due date of possession i.e. 25.05.2013 should accrue interest from the dates those payments were made by the allottees to the promoter.

10. Consequently, the appeal is partly allowed.

11. The amount of pre-deposit made by the promoter in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 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.

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 08,2026/mk