

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

CM Nos. 1738 of 2024 and 1623 of 2025 in/and

Appeal No. 857 of 2024

Date of Decision: July 14,2026

M/s IREO Grace Realtech Pvt. Ltd., C4, First Floor, Malviya Nagar, New Delhi-110017

Appellant

Versus

1. Sandeep Batra

2. Priyanka Batra

Both Rs/o 1401, C-3, Sovereign Vatika City, Sector 49, Gurgaon, Haryana-122018

Respondents

CORAM:

**Justice Rajan Gupta
Dr. Virender Parshad**

**Chairman
Member (Judicial)**

Present: Mr. Randeep Singh Khaira, Advocate
for the appellant.
Mr. Yashvir Singh Balhara, Advocate
for the respondents.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 17.08.2022, passed by the Authority¹. Operative part thereof reads as under:

¹ Haryana Real Estate Regulatory Authority, Gurugram

“H. Directions of the authority

89. 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):

i. The respondent is directed to pay interest at the prescribed rate of 10% p.a. for every month of delay from the due date of possession i.e. 23.01.2017 till offer of possession of the booked unit after obtaining occupation certificate plus two months as per the proviso to Section 18(1)(a) of the Act read with rule 15 of the rules.

ii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of order.

iii. The complainants are also directed to pay the outstanding dues, if any after adjustment of delay possession charges.

iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e. 10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

v. The respondent shall not charge anything from the complainants which is not part of the builder buyer agreement.

90. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

91. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter. There shall be separate decrees in individual cases.

92. Files be consigned to registry.”

2. The appeal is accompanied with applications regarding objections and clarifications with regard to pre-deposit and condonation of delay of 722 days in filing thereof.

3. Counsel for the appellant-promoter primarily contended that the registry wrongly calculated the pre-deposit. According to it, the promoter has correctly made the pre-deposit.

4. Vide order dated 11.09.2025, OSD(J) was directed to examine and report. According to him, there is still deficit of Rs.9,07,523/- in pre-deposit.

5. We have heard learned counsel for the parties.

6. The appellant is posing a challenge to the order, whereby it has been directed to pay interest at the prescribed rate of 10% p.a. for every month of delay from due date of possession till offer of possession. The order was passed on 17.08.2022. Same has been impugned after a delay of 722 days. The order of the Authority remained in operation during that period. Pre-deposit has been calculated by the Registry accordingly. It needs to be kept in mind that the party, who is aggrieved by the order, may file appeal against such order. In case, the appeal is filed by the promoter, it has to make pre-deposit.

7. Apart from above, admittedly, there is delay of 722 days in filing the appeal. No plausible explanation is forthcoming for condoning such a huge delay. The reasons given in the affidavit accompanying the application do not make

a sufficient cause for condonation thereof. The plea for condonation of delay is thus, devoid of merit. The application is accordingly dismissed. Consequently, the appeal cannot be entertained.

8. In view of law laid down in **M/s Newtech Promoters and Developers Pvt. Ltd. v. State of UP, 2022(1) RCR (Civil) 367**, it is not possible to entertain an appeal which is not accompanied by the requisite pre-deposit. There is no provision for waiver or exemption of pre-deposit. Relevant paragraphs of the judgment are reproduced hereunder for ready reference:

“122. It may straightaway be noticed that Section 43(5) of the Act envisages the filing of an appeal before the appellate tribunal against the order of an authority or the adjudicating officer by any person aggrieved and where the promoter intends to appeal against an order of authority or adjudicating officer against imposition of penalty, the promoter has to deposit at least 30 per cent of the penalty amount or such higher amount as may be directed by the appellate tribunal. Where the appeal is against any other order which involves the return of the amount to the allottee, the promoter is under obligation to deposit with the appellate tribunal the total amount to be paid to the allottee, which includes interest and compensation imposed on him, if any, or with both, as the case may be, before the appeal is to be instituted.”

123. The plea advanced by the learned counsel for the appellants is that substantive right of appeal against an order of authority/adjudicating officer cannot remain dependent on fulfilment of pre-deposit which is otherwise onerous on the builders alone and only the builders/promoters who are in appeal are required to make the pre-deposit to get the appeal entertained by the Appellate Tribunal is

discriminatory amongst the stakeholders as defined under the provisions of the Act.

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125. The submission in the first blush appears to be attractive but is not sustainable in law for the reason that a perusal of scheme of the Act makes it clear that the limited rights and duties are provided on the shoulders of the allottees under Section 19 of the Act at a given time, several onerous duties and obligations have been imposed on the promoters i.e. registration, duties of promoters, obligations of promoters, adherence to sanctioned plans, insurance of real estate, payment of penalty, interest and compensation, etc. under Chapters III and VIII of the Act 2016. This classification between consumers and promoters is based upon the intelligible differentia between the rights, duties and obligations cast upon the allottees/home buyers and the promoters and is in furtherance of the object and purpose of the Act to protect the interest of the consumers vis-a-viz., the promoters in the real estate sector. The promoters and allottees are distinctly identifiable, separate class of persons having been differently and separately dealt with under the various provisions of the Act.”

9. In view of the above, it is evident that there is no scope for hearing the appeal on merits, as the same is not maintainable due to lack of pre-deposit. The same is hereby dismissed with no order as to costs.

10. Consequently, the accompanying applications are also dismissed.

11. Copy of this order be sent to the parties/their counsel and the Adjudicating Officer.

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12. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

July 14, 2026
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