

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 569 of 2026

Date of Decision: September 25, 2026

1. Dr. Neeraj Kumar Sharma
2. Dr. Mallika Dixit,
Both R/o K-203, Tower K, Palm Drive, Sector-66, Gurugram-
122101

Appellants.

Versus

Emaar MGF Land Limited (Emaar India Limited), through its
Managing Directors and other Directors, Emaar Business Park,
Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector-28,
Gurgaon-122002, Haryana

Respondent

CORAM:

**Justice Rajan Gupta
Dinesh Singh Chauhan**

**Chairman
Member (Technical)**

Present: Appellant- Dr. Neeraj Kumar Sharma in person.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 25.03.2026 passed by the Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram, whereby the respondent-promoter has been directed to pay the appellant Rs.2,00,000/- as compensation for physical harassment and mental agony and Rs.50,000/- as cost of litigation along with interest @ 10.85% per annum from the date of order till realization.

2. It appears that a project in the name and style of 'Palm Gardens' was floated by the respondent-promoter in Sector 83, Gurugram. The appellants were allotted a unit therein vide allotment letter dated 26.11.2011. Total sale consideration of the unit was Rs.1,02,52,228/-, out of which, the appellant-allottees remitted an amount of Rs.96,64,467/-. The Buyer's Agreement was executed between the parties on 12.12.2011. As per agreement, due date of possession was 01.03.2016. However, the respondent-promoter failed to complete the project and offer possession of the unit to the allottees as per the time schedule stipulated in the agreement. The appellant-allottees preferred Complaint No. 1794 of 2019 before the Authority seeking possession along with delay possession charges.

3. Vide order dated 21.01.2020, the Authority disposed of the aforesaid complaint with the following directions:

"i. The respondent is directed to pay the interest at the prescribed rate i.e. 10.20% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 01.03.2016 till the offer of possession. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order and thereafter monthly payment of interest till offer of possession shall be paid before 10th of each subsequent month.

ii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

iii. The respondent shall not charge anything from the complainants which is not part of the buyer's agreement.

iv. Interest on the due payments from the complainants shall be charged at the prescribed rate @ 10.20% by the promoter which is the same as is being granted to the complainants in case of delayed possession charges.

12. Complaint stands disposed of.

13. File be consigned to registry.”

4. Thereafter, the respondent-allottees filed a complaint before the Adjudicating Officer seeking delay possession charges till handing over of physical possession of the flat and other ancillary reliefs. This claim was resisted by the respondent-promoter. However, the Adjudicating Officer vide impugned order dated 25.03.2026, came to the conclusion that as the appellant-allottees had to run from pillar to post to get possession of the flat, they were entitled to Rs.2,00,000/- as compensation for physical harassment and mental agony and Rs.50,000/- as cost of litigation.

5. The aforesaid order has been challenged on the ground that the Authority erred in not granting compensation to the appellant-allottees on multiple counts despite recording the findings on delay, deficiencies and prolonged deprivation of actual hand over of physical possession.

6. We have heard the appellant in person and given careful thought to the facts of the case.

7 As per Section 18(1) of the Act¹, the matters in which the project is not completed by the promoter within the stipulated period as per the terms and conditions settled between the parties, the allottee has the option of withdrawing

¹ Real Estate (Regulation and Development) Act, 2016

from the project and seek refund of the paid-up amount along with interest and further additional compensation as well. However, if the allottee chooses to remain in the project, then the only remedy provided for the default of the promoter in completion of the project, is to get delay possession interest. (See- *Appeal No. 70 of 2023- **Greater Noida Industrial Development Authority v. Ranjan Misra**, decided on 20.04.2023*).

8. In the present case, the allottees have already availed the remedy of delay possession charges. Keeping in view the facts and circumstances of the case coupled with Section 18(1) of the Act, since the allottees opted to remain in the project, they are not entitled for any additional compensation. We find no infirmity or illegality in the impugned order passed by the Adjudicating Officer.

9. In view of above, the appeal is dismissed.

10. Copy of this order be sent to the parties/their counsel and the Authority.

11. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

September 25, 2026
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