

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: September 25, 2026

(1) Appeal No. 88 of 2024

Pioneer Urban Land and Infrastructure Ltd., through its
Authorised Representative Mr. Vijay Patel authorized vide
Board Resolution dated 17.03.2023, Registered Office:-A-22,
3rd Floor, Green Park, Aurobindo Marg, New Delhi-110016

Appellant.

Versus

Ms. Neeru Jain, 360, Udyog Vihar, Phase-IV, Gurugram-122001

Respondent

(1) Appeal No. 89 of 2024

Pioneer Urban Land and Infrastructure Ltd., through its
Authorised Representative Mr. Vijay Patel authorized vide
Board Resolution dated 17.03.2023, Registered Office:-A-22,
3rd Floor, Green Park, Aurobindo Marg, New Delhi-110016

Appellant.

Versus

Mr. Mohinder Kumar Jain, 360, Udyog Vihar, Phase-IV,
Gurugram-122001

Respondent

CORAM:

Justice Rajan Gupta
Dinesh Singh Chauhan

Chairman
Member (Technical)

Present: Mr. Vijay Pratap Singh, Advocate for
Mr. Rajat Khanna, Advocate for the appellant.

Mr. Arun Sharma, Advocate for the respondent(s).

O R D E R:

RAJAN GUPTA, CHAIRMAN

This order shall dispose of above-mentioned two appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 88 of 2024.

2. Present appeal is directed against order dated 11.12.2023 passed by the Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram, whereby, the appellant-promoter has been directed to pay Rs.1,00,000/- for mental agony and harassment and Rs.50,000/- as cost of litigation to the respondent-allottee within 30 days of the order. In case of failure, the appellant-promoter was also liable to pay interest @ 10.5% per annum till payment

3. The respondent-allottee booked a residential apartment on 16.01.2010 in a project floated by the appellant-promoter. Total sale consideration of the apartment was Rs.1,15,80,498/-. Builder Buyer's Agreement was executed between the parties on 05.08.2010. Due date of possession was 03.02.2014. Offer of possession was made to the allottee on 20.11.2018. As there was delay in handing over the possession, the respondent-allottee invoked the jurisdiction of the Authority by filing a complaint No. 2341 of 2019 seeking delay possession charges. The claim was resisted by appellant-promoter.

4. It is pertinent to mention here that during the pendency of the complaint, possession was handed over to the respondent-allottee on 03.12.2019 and conveyance deed was also executed in her favour on the same day.

5. The Authority adjudicated upon the matter and gave the following directions vide order dated 05.11.2020:

“14. Hence, the Authority hereby pass the following order and issue directions under section 34(f) of the Act:

(i) The respondent is directed to pay interest at the prescribed rate of i.e. @ 9.30% p.a. for every month of delay on the amount paid by the complainant from the due date of possession i.e. 03.02.2014 till the offer of possession i.e. 20.11.2018.

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

(iii) Interest on the due payments from the complainant shall be charged at the prescribed rate @ 9.30% p.a. by the promoter which is the same as is being granted to the complainant in case of delayed possession charges.

(iv) The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

(v) The respondent shall not charge anything from the complainant which is not the part of the agreement.

15. File be consigned to registry.

16. Complaint stands disposed of.”

6. Thereafter, the respondent-allottee filed a complaint before the Adjudicating Officer seeking compensation on account of rental cost; depreciation of property, mental agony and travel expenses. This claim was also resisted by the appellant-promoter. However, the Adjudicating Officer, vide impugned order dated 11.12.2023, came to the conclusion that the respondent-allottee was entitled to Rs.1,00,000/- for

mental agony and harassment and Rs.50,000/- as cost of litigation.

7. The aforesaid order has been challenged on the ground that as the allottee is the person, who stayed in the project and has possession as well as Conveyance Deed in her favour, thus, she is estopped from invoking jurisdiction of the Adjudicating Officer for additional compensation.

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

9. 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 terms and conditions settled between the parties, the allottee has the option of withdrawing from the project and seek relief of refund of the paid-up amount along with interest. 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 on the paid-up amount from the due date of possession till actual delivery of possession. (*See- Appeal No. 70 of 2023- Greater Noida Industrial Development Authority v. Ranjan Misra*, decided on 20.04.2023).

10. In the present case, the allottee has 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 allottee opted not to withdraw from the project, she is not entitled for any additional compensation.

¹ Real Estate (Regulation and Development) Act, 2016

11. In view of above, the appeals are allowed.
12. The amount of pre-deposit made by the appellant-promoter in each appeal, along with interest accrued thereon, be remitted to the Authority for disbursement to the appellant-promoter, subject to tax liability, if any.
13. Copy of this order be sent to the parties/their counsel and the Authority.
14. Files 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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