

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 907 of 2024

Date of Decision: September 25, 2026

Sanjeev Kumar S/o Sh. Subhash Chander R/o H. No. C-9, Second Floor, South City-2, Gurugram-122018 (Haryana).

... Appellant–allottee

Versus

Emaar India Limited, 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017 through its Authorized Representative.

... Respondent–promoter

CORAM:

Justice Rajan Gupta
Dinesh Singh Chauhan

Chairman
Member (Technical)

Present: Mr. Ramesh Kumar, Advocate,
for the appellant.

Mr. Kunal Dawar, Sr. Advocate assisted by
Ms. Ankita Chaudhary, Advocate,
Mr. Rohit Sangam, Advocate,
Ms. Drisha Kansal, Advocate,
for the respondent.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 10.10.2024 passed by the Authority¹ at Gurugram. Operative part thereof reads as under:

“H. Directions of the Authority:

23. 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 the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondent is directed to handover the possession of the plot within 30 days from payment of outstanding dues by the complainant.*
- ii. The respondent is directed to provide a copy of part completion certificate/completion certificate to the complainant/allotees.*
- iii. The complainants are directed to pay the outstanding dues as per the agreed payment plan between the parties.*

¹Haryana Real Estate Regulatory Authority, Gurugram.

iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent which is the same rate of interest which the promoters shall be liable to pay the allottees, in case of default.

v. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement and no holding charges shall be levied as per law settled by Hon'ble Supreme Court in Civil Appeal no. 3864-3899/2020 decided on 14.12.2020.

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

25. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.

26. Files be consigned to the registry."

2. Factual matrix of the case is that the appellant-allottee booked a SCO plot No. EBD-114-C-09 in Block-C, measuring 129.17 sq. yds., in the project of the respondent-promoter, namely, "Emaar Business District" in Sector 114, Gurugram. Agreement for sale was executed between the parties on 14.01.2022. Due date for possession was 11.03.2026. Total sale consideration of the plot was Rs.3,30,19,351/-, out of which, the appellant-allottee paid Rs.1,83,85,523/-. The respondent-promoter issued a letter offering possession on 15.07.2022, subject to payment of outstanding dues. The appellant-allottee disputed the validity of the offer on the ground that the requisite services and mandatory approvals had not been completed or provided. Appellant-allottee also objected to the additional demand raised by the respondent-promoter and sought documents relating to water, sewerage, electricity and other services by sending various emails to the respondent-promoter. As the respondent-promoter failed to give any satisfactory response to the objections of the appellant-allottee and also restrained him from visiting the site of the plot in question, the appellant-allottee was constrained to approach the Authority seeking, inter alia, stay of the offer of possession and direction to the respondent-promoter to handover possession along with all mandatory certificates, or

alternatively refund the amount with interest, compensation and litigation expenses.

3. The respondent-promoter contended before the Authority that the appellant had defaulted in making timely payments against the demands which were raised as per the construction linked payment plan opted by the appellant-allottee. It was further contended that the offer of possession dated 15.07.2022 was issued after completion of the services in terms of the agreement. The respondent-promoter further submitted that the part completion certificate was also granted by the competent authority on 16.11.2023.

4. After considering the rival contentions of the parties, the Authority disposed of the complaint vide the impugned order, operative part whereof has been reproduced in para 1 of this order.

5. Aggrieved by the impugned order, the appellant-allottee has preferred the instant appeal before this Tribunal. The main grievance of the appellant-allottee is that the Authority ought to have allowed the complaint by staying the offer of possession dated 15.07.2022 as the Authority issued the directions by relying upon the part completion certificate which was not in accordance with the provisions of the Act and that the amenities and services promised under the agreement had not been completed.

6. We have heard the learned counsel for the parties and carefully examined the record of the case.

7. The material facts are not in dispute. The appellant is an allottee of the subject SCO plot in the respondent's project. Part completion certificate to the project was granted on 16.11.2023. The offer of possession dated 15.07.2022 had been issued before grant of the part completion certificate and, therefore, making the earlier offer as invalid. Consequently, the Authority has directed the respondent to hand over possession within 30 days from payment of

the outstanding dues and to provide a copy of the part completion certificate or completion certificate to the appellant.

8. The other contention of the appellant-allottee in the instant appeal is that the part completion certificate granted by the competent authority is not in accordance with law. This contention cannot be examined or adjudicated by this Tribunal in the present appeal merely on the basis of the appellant's assertion. The part completion certificate was granted by the Directorate of Town and Country Planning, Haryana, which is the competent statutory authority for the purpose. The Authority was justified in observing that any grievance regarding the legality, validity, scope or compliance of the part completion certificate has to be raised before the competent authority which granted it. Thus, the contention of appellant-allottee about validity of part completion certificate is hereby rejected.

9. Further, as per record, the offer had been made before issuance of the part completion certificate and thus, could not constitute a valid offer of possession. The appellant's grievance on that aspect has, therefore, already been considered and substantially addressed by the impugned order.

10. In view of above, the directions issued by the Authority in its impugned order are consistent with the allottee's obligation to make payment of the outstanding amount under the agreed payment plan and the promoter's obligation to hand over possession in accordance with the applicable approvals and contractual terms. The Authority also restricted the rate of interest chargeable from the allottee to the prescribed rate of 11.10% and directed that no amount outside the buyer's agreement or holding charges be levied. No material error, jurisdictional infirmity or perversity has been shown in the impugned order warranting interference in appeal.

11. Thus, the present appeal is without any merit and is liable to be dismissed. Ordered accordingly.

12. Copy of this order be sent to the parties/their counsel and to the Authority, Gurugram for compliance.

13. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

September 25,2026/mk