

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 115 of 2025

Date of decision: September 30,2026

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 Emar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram-122002, Haryana through its Authorized Representative Manish Mahajan, aged about 35 years S/o Anil Kumar

Appellant.

Versus

Dr. Shybal Das, R/o A-2, First Floor, Krishna Building, GP Road, Panjim, Goa-403001

Respondent

CORAM:

**Justice Rajan Gupta
Dinesh Singh Chauhan**

**Chairman
Member (Technical)**

Present: Ms. Ankita Chaudhary, Advocate for the appellant.
None for the respondent.

O R D E R:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 16.01.2025 passed by the Authority¹. Operative part thereof reads as under:

“H. Directions of the authority:

32. 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 to the complainant against the paid-up amount at the prescribed rate i.e. 11.10% p.a. for every month of delay from the due date of handing over of

¹Haryana Real Estate Regulatory Authority, Gurugram

possession i.e. 27.05.2016 till offer of possession (04.11.2019) after obtaining occupation certificate plus two months i.e. 04.01.2020, being earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules after adjusting an amount of Rs.6,16,549/- already paid on account of delay compensation.

ii. A period of 90 days is given to the respondent builder to comply with the directions given in this order and failing which legal consequences would follow.

33. Complaint stands disposed of.

34. File be consigned to registry.”

2. It appears that a project in the name and style of ‘Palm Gardens’ was floated by the appellant-promoter in Sector 83, Village KherkiDaula, Gurugram, Haryana. The allottee booked a unit therein. The promoter issued provisional allotment letter dated 01.06.2012. BBA (Builder Buyer’s Agreement) was executed between the parties on 19.06.2012. Total sale consideration of the unit was Rs.1,18,84,181/-. The allottee remitted an amount of Rs.1,18,84,179/-. Due date of possession was 27.05.2016. Occupation Certificate to the project was granted on 17.10.2019. Offer of possession was made to the allottee on 04.11.2019. Unit was handed over to the allottee vide letter dated 16.03.2021. Conveyance Deed was also executed in favour of the allottee on 29.06.2021. As there was delay in handing over the possession, the allottee preferred a complaint in the year 2023 before the Authority seeking delay possession charges.

3. After hearing rival contentions of the parties, the Authority issued the directions, as reproduced in opening paragraph of this order.

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

5. Learned counsel for the appellant- promoter has posed a challenge to the impugned order on the ground that jurisdiction of the Authority was invoked one year and seven months after execution of the conveyance deed and thus, delay possession charges were awarded in violation of terms of BBA.

6. We have heard learned counsel for the appellant- promoter 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 learned counsel for the appellant-promoter that interest on the amount paid by the allottee after the due date of possession should be from respective dates of payment is unsustainable in law. We, thus, find no infirmity with the order passed by the Authority.

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

10. 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.

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

12. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

September 30, 2026
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