

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: October 09,2026

(1) Appeal No. 330 of 2025

Aarcity Builders Pvt. Ltd., through its Authorised Representative Jaikisan Verma, Registered Office: Unit nO. 552, 5th Floor, Terrace Tower-B, D-4, 5, 6, Krishna Apra Business Square, Netaji Subhash Place, New Delhi-110034

Appellant.

Versus

Anand Kumar Maheshwari son of Shri Ram Narain, resident of House No. 423, Sector-13 P, Hisar, Haryana

Respondent

(2) Appeal No. 331 of 2025

Aarcity Builders Pvt. Ltd., through its Authorised Representative Jaikisan Verma, Registered Office: Unit nO. 552, 5th Floor, Terrace Tower-B, D-4, 5, 6, Krishna Apra Business Square, Netaji Subhash Place, New Delhi-110034

Appellant.

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Respondent

CORAM:

Justice Rajan Gupta
Dinesh Singh Chauhan

Chairman
Member (Technical)

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

Mr. Anurag Jain, Advocate with
Mr. Aamol Singh, Advocate for the respondent.

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. 330 of 2025.

2. Present appeal is directed against order dated 23.01.2025, passed by the Authority¹. Operative part thereof reads as under:

“I. DIRECTIONS OF THE AUTHORITY

31. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to pay upfront delay interest calculated in para no. 28 to the respective complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, monthly interest calculated in para no. 28 shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate.

(ii) Respondent is directed to offer possession to the respective complainant alongwith statement of account including therein the delay interest calculated in this order within 45 days of uploading of this order.

¹ Haryana Real Estate Regulatory Authority, Panchkula

(iii) Complainant will remain liable to pay balance consideration amount to the respondent at the time of possession offered to them.

(iv) Respondent is not entitled to raise charges of car parking and club membership unless the facilities are made operational at site.

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

*32. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.”*

2. It appears that a project in the name and style of ‘Regency Park’ was floated by the appellant-promoter in Sector 11A and 17 Delhi Hisar Road, Hisar. The respondent booked a unit therein by paying an amount of Rs.3,50,000/- on 07.10.2011. Total sale consideration of the unit was Rs.43,04,438/-, out of which the respondent-allottee remitted an amount of Rs.30,02,434/-. Builder Buyer’s agreement was executed between the parties on 16.08.2012. Due date of possession was 16.11.2015. Occupation Certificate was granted to the project on 21.06.2023. As there was inordinate delay in handing over the possession, the respondent-allottee preferred a complaint before the Authority seeking delay possession charges till physical delivery of possession of flat.

3. Vide order dated 25.01.2024, the Authority directed the promoter to offer possession to the allottees along with delay possession charges.

4. The stand of the appellant-promoter before the Authority was that as the respondent-allottee did not adhere to the payment schedule despite letters and demand-cum-cancellation notice, the unit was cancelled on 21.11.2022.

5. After hearing rival contentions of the parties, the Authority issued the directions, as reproduced in paragraph No. 2 of this order.

6. Aggrieved by the impugned order, the promoter has filed the present appeal.

7. Learned counsel for the appellant-promoter assailed the impugned order by contending that delay possession charges are payable till valid offer of possession is made to the allottee. He submitted that the Authority has not considered the controversy in correct perspective.

8. On the other hand, learned counsel for the respondent-allottee defended the impugned order by contending that the Authority has rightly granted delay possession charges from due date of possession till date of order.

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

10. It is evident from the record that due date of possession was 16.11.2015. Occupation Certificate was granted to the project on 21.06.2023. The Authority observed that the promoter did not offer valid offer of possession till 23.01.2025. It appears that construction did not make much headway by the due date of possession. Law is well-settled that the allottee

is entitled to delay possession charges till he receives a valid offer of possession. Thus, direction of the Authority to grant delay possession charges till the date of order is upheld.

11. Appeals are dismissed in the aforesaid terms.

12. The amount of pre-deposit made by the promoter in each case, 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.

13. Files be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 09,2026
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