BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUHORITY, GURUGRAM.

Complaint No. :775-2026
Date of Decision: 12.10.2026

1. Mr. Suresh Rawat, 2. Mrs. Balvinder Kaur Rawat, both residents of EFP 11-002, Emerald Floor Premiere, Sector-65, Gurugram- 122018.

....Complainants.

Versus

M/s Emaar MGF Land Ltd. (presently Emaar India Ltd.), Regd. Office: Emaar MGF Business Park, M. G. Park, Sikanderpur Chowk, Sector-28, Gurugram.

....Respondent

APPEARANCE

For Complainants: **Mr. Kuldeep Kumar Kohli, Advocate.**
For Respondent: **Mr. Dhruv Rohatgi, Advocate.**

ORDER

This is a complaint filed by Mr. Suresh Rawat and Mrs. Balvinder Kaur Rawat (allottees), under section 31 of The

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Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s. Emaar India Limited (promoter).

2. According to complainants, on 29.09.2009,they approached the respondent for booking of Unit/Plot No. EFP-11-0002-E, measuring 1650 sq. yds. in the respondent's Project "Emerald Floors Premier at Emerald Estate", Sector-65, Gurugram, Haryana, a Group Housing Colony. A Builder Buyer's Agreement (BBA) was executed between the parties on 14.01.2010. Total sale consideration of the said unit was agreed as Rs.87,61,726/-. Total amount paid by the complainants was Rs.88,71,624/-. Due date of possession as per BBA was 14.01.2013. Delay in handing over possession was more than 8 years.

3. That the respondent has failed to deliver possession of the unit for a very long period as is evident from the order, which resulted in loss of home to the allottees as well as their entire family, an emotional trauma for all. The respondent has failed to comply with the mandatory provisions of Sections 12, 14, 18 & 19 of The Act of 2016.

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4. Citing facts as mentioned above, the complainants have prayed for following reliefs: -

I. to award compensation towards mental agony, physical torture and pain suffered by the complainants at the hands of the respondent, to the tune of Rs.15,00,000/-.

II. to award compensation towards legal fees and expenses for prosecution, to the tune of Rs.3,00,000/-.

III. To award compensation of Rs.55,90,000/- towards the loss of rent for a period of 8 years and 2 months.

IV. To pass any other order/reliefs as it may deem fit.

5. The respondent contested the complaint by filing a written reply. It is averred that the complainants have been enjoying the said unit without any demur/protest. The possession was offered to the complainants on 17.01.2020 and they have taken over the possession on 09.03.2020 and even got the Conveyance Deed of the unit executed in their favour on 03.11.2022. The lack of bonafide of the complainants is apparent that after conclusion of the entire transaction on the execution of the Conveyance Deed and the completion of all obligations of the

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respondent, they chose to remain silent for such a long period and have approached this Authority to extort money.

6. That the complainants have already received compensation for delay of an amount of Rs.53,32,083/- on 25.09.2025, whereafter, they chose to never raise any claim towards delay possession charges, as they knew that they have been duly compensated and were fully satisfied with the compensation already received by them.

7. That the present complaint is not maintainable in the eyes of law or on facts and is barred by limitation.

8. Stating all this, respondent has prayed for dismissal of the complaint.

9. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and perused the record.

10. Admittedly, the complainants had approached the Authority seeking delayed possession compensation (DPC) by filing a complaint no.4491 of 2021. Said complaint was allowed by the Authority vide order dated 31.05.2022 and the

respondent has been directed to pay the interest at the prescribed rate i.e. 9.40% per annum for every month of delay on the amount paid by the complainants from 14.01.2013 till 17.03.2020 i.e. expiry of 2 months from the date of offer of possession (17.01.2020), apart from some other reliefs.

11. It is submitted by learned counsel for the complainants that despite said order of the Authority, it is for the Adjudicating Officer to allow compensation for delay in handing over possession, in view of section 72 of Act of 2016.

12. As per Section 18 (1) of Act of 2016, if promoter fails to complete or unable to give possession of an apartment, plot or building,

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein,

(b)-------, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot or building, as the case may be, with interest at such rate as may be prescribed in this

behalf **including compensation, in the manner as provided under this Act.**

13. It is worth mentioning here that the complainants did not wish to withdraw from the project but prayed for delayed possession compensation, by filing a complaint with the Authority. The said complaint has already been allowed. Proviso added to sub section (1) of section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid by the promoter interest for every month of delay till handing over of possession, at such rate as may be prescribed. The parliament did not intend to provide compensation other than DPC in case allottee does not intend to withdraw from the project.

14. Upholding that the claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project as per Section 18 (1) of Act of 2016, following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **"Greater Noida Industrial Development**

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Authority vs. Ranjan Misra" Appeal No. 70 of 2023 decided on 20.04.2023----------;

> ***"13.9. If we closely examine the above two provisions, it comes out that in a case where the Allottee exists the projects, the Act expressly provides INTEREST AND COMPENSATION both, but in cases where the Allottee tends to stay in the project the Allottee is only entitled for interest of every month till the handing over of the possession. Thus, the intention of the legislature was to provide Compensation only to those Allottees who exit the project and not to those who tends to stay in the project."***

15. Similar was finding of Haryana Real Estate Appellate Tribunal in case "TATA Housing Development Company Limited vs. Nitin Singhal & Surendra Kumar Singhal, Appeal No.737 of 2023 decided on February 17,2026.

16. When the complainants have already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to

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allow separate compensation for same cause of action i.e. delay in delivering of possession.

17. Complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open Court.

today i.e. **on 12.10.2026.**

(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory,
Gurugram.

Present: Mr. Kuldeep Kumar Kohli, Advocate for the complainants.
Mr. Dhruv Rohtagi, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
Gurugram.12.10.2026