BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 238 of 2022

Date of Decision: October 28, 2026

Emaar India Limited (formerly known as Emaar MGF Land Limited), 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017, Also at Emaar Business Park, MG Road, SikanderpurChowk, Sector-28, Gurugram-122002, Haryana.

Appellant-Promoter

Versus

Sanjay Kumar Jha R/o T-215, Shukra Bazar, Near DMS Mill Depot Uttam Nagar, New Delhi 110059.

Respondent

Justice Rajan Gupta **Chairman**
Dinesh Singh Chauhan **Member (Technical)**

Present: Ms. Ankita Chaudhary, Advocate for the appellant.

Mr. Jagdeep Kumar, Advocate for the respondent.

O R D E R:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 15.12.2021 passed by the Authority[1]. Operative part thereof reads as under:

> ***"H. Directions of the authority***
>
> *44. 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(1):*
>
> *(i). The respondent is directed to pay the interest at the prescribed rate Le. 9.30% per annum for every month of delay on the amount paid by the complainant from due date of possession le.*

[1]Haryana Real Estate Regulatory Authority, Gurugram

14.06.2016 till 01.08.2019 i.e. expiry of 2 months from the date of offer of possession (01.06.2019). The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.

(ii) Also, the amount of Rs.3,77,963/- so paid by the respondent towards compensation for delay in handing over possession shall be adjusted towards the delay possession charges to be paid by the respondent in terms of proviso to section 18(1) of the Act.

(iii). The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainant/allottee at any point of time even after being part of the buyer's agreement as per law settled by hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

45. Complaint stands disposed of

46. File be consigned to registry.

2. It appears that a project in the name and style of 'Gurgaon Greens' was floated by the appellant-promoter in Sector 102, Gurugram. The respondent was allotted a unit therein vide allotment letter dated 28.01.2013. Total sale consideration of the unit was Rs.96,79,345/-. The allottee remitted an amount of Rs.96,84,400/-. Builder Buyer's Agreement was executed between the parties on 17.04.2013 Due date of possession was 14.06.2016. Occupation Certificate to the project was granted on 30.05.2019. Offer of possession was made to the allottee on 01.06.2019. Unit was handed over to the allottee vide letter dated 09.08.2019. Even conveyance deed was executed in favour of the allottee on 22.08.2019 The

allottee invoked the jurisdiction of the Authority by filing a complaint in the year 2021 seeking Delay Possession Charges and other ancillary reliefs.

3. After considering rival contentions of the parties, the Authority disposed of the complaint by issuing the directions, as reproduced in paragraph No. 1 of this order. Feeling aggrieved with the said order, the promoter has filed the present appeal.

4. Learned counsel for the appellant-promoter contended that jurisdiction of the Authority was invoked after execution of the conveyance deed and thus, delay possession charges were awarded in violation of the terms of the agreement. She further contended that grace period ought to have been granted by the Authority in terms of the relevant clause of the agreement.

5. Learned counsel for the respondent-allottee defended the impugned order. However, he submitted that he has no objection if the grace period is granted. He further submitted that in other cases of the similar nature, the Authority itself has taken the relevant clause into consideration and granted benefit of grace period, however, in the present appeal same benefit has not been granted.

6. 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.

7. As per possession clause of the agreement, the possession of the unit was to be handed over within 36 months from the date of start of construction and there is a provision of a grace period of five months. It is not in dispute that Occupation Certificate was granted to the promoter on 30.05.2019, offer of possession was made to the allottee on 01.06.2019 and conveyance deed was executed on 22.08.2019. In view of relevant clause in the agreement, the promoter is entitled to avail grace period of five months.

8. Under these circumstances, we partly allow the appeal and decide to grant five months' grace period to the appellant. Accordingly, due date of possession comes to be 14.11.2016.

9. 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 as per their entitlement, subject to tax liability, if any.

10. Copy of this order be forwarded to the parties/their counsel and the Authority.

11. File be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 28,2026
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