RESERVED ON 06.07.2026
DELIVERED ON 12.08.2026

THE UTTAR PRADESH REAL ESTATE APPELLATE TRIBUNAL AT LUCKNOW.

(1). Appeal No. 275 OF 2025

Nandi Infratech Pvt. Ltd …….. Appellant.

Vs.

Mrs. Anshu Tyagi ……. Respondent.

(2). Appeal No.326 OF 2025

Nandi Infratech Pvt. Ltd. …..Appellant.

Vs.

Mrs. Anshu Tyagi ….Respondent.

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Hon'ble Mr. Justice Suneet Kumar, Chairman.
Hon'ble Mr. Rameshwar Singh, Administrative Member.

1. Heard Sri Suresh Sharma, learned counsel for the appellant and Sri Harish Pandey, learned counsel for the respondent.

2. On consent of the parties, the two appeals, involving the same facts and questions of law, is being decided together.

3. The appellant/promotor in Appeal no. 275 of 2025, is raising challenge to the order dated 05.05.2025, passed by the Adjudicatory Authority, at Gautam Budh Nagar, in complaint no. NCR144/02/49690/2020, arising from execution proceedings, whereby, the subject unit bearing no. G-1902 was directed to be attached under Order XXI of the Code of Civil Procedure, 1908 for execution of the decree dated 20.07.2020, passed by the Regulatory Authority.

4. The appellant promotor in Appeal No. 326 of 2025, is raising challenge to the order dated 11.06.2025 passed by Secretary, UPRERA, in complaint no. NCR144/02/49690/2020, whereby, a direction came to be issued to the respondent promoter to calculate interest on the amount deposited by the appellant at Rs.27,10,19,194/-from 05.12.2018 till 15.07.2023, in terms of the order dated 20.07.2020 passed by the Regulatory Authority, after adjusting any amount, if any, paid to the respondent allotee and to issue a fresh recovery certificate.

5. Pursuant to the aforesaid direction, a Recovery Certificate (R.C.) dated 30.06.2025 was issued against the appellant promoter for Rs.6,18,755.06/-. Aggrieved by the aforesaid order and the Recovery Certificate, the appellant promoter preferred Writ Petition-C No. 25859 of 2025 before the Hon'ble High Court of Judicature at Allahabad. The said writ petition was disposed of by the Hon'ble High Court vide order dated 05.08.2025, granting liberty to the appellant to approach this Tribunal in accordance with law.

6. Both the appeals arise out of the same execution proceedings initiated for execution of the decree/order dated 20.07.2020. Appeal No. 275 of 2025 relates to attachment of the unit for securing possession of the unit, whereas Appeal No. 326 of 2025 relates to computation of interest for the delayed period.

7. The facts of the Appeal no. 275 of 2025 is being referred to for the sake of convenience.

8. The question that arise for consideration is as to whether the Executing Court was justified in attaching the unit for enforcement of the decree/final order, and whether the appellant promotor was justified in withholding the possession of the unit by raising fresh monetary demands through a subsequent statement of account.

9. The facts ***inter-se*** parties are not in dispute.

10. The appellant promotor floated a residential project in the name and style, 'Amaatra Homes', situated at Plot No. GH-02C, Sector-10, Greater Noida West, Gautam Budh Nagar. The respondent allottee booked a unit bearing No.G-1902, situated on the 19th Floor of Tower-G in the appellant promoter's project, on 30.05.2014. Subsequently, an allotment letter was

duly executed between the parties on 04.12.2014. The total sale consideration of the unit was at Rs. 24,12,180/- excluding service/applicable taxes and other charges payable as per terms of allotment letter.

11. As per clause 16 of the allotment letter, possession of the unit was to be delivered to the respondent allottee within 42 months from the date of laying foundation of tower/block, with grace period of 6 months therefrom, subject to the force majeure clause enumerated under clause 15 of the allotment letter. Admittedly, possession of the unit was not delivered within the agreed date.

12. Being aggrieved by the delay, respondent allottee instituted a complaint under Section 31 of the Real Estate (Regulation and Development Act), 2016 for short, ('Act, 2016') on 09.02.2020 before Regulatory Authority seeking possession of the unit and interest for the delayed period. Upon adjudication, Regulatory Authority vide order/decree dated 20.07.2020, directed the appellant promoter to hand over possession of the unit to the respondent allottee on or before 30.09.2020. The appellant promoter was further directed to pay interest for the delayed period to the respondent allottee at the rate MCLR +1 percent for the period commencing from 05.12.2018 until the date of obtaining the occupancy certificate/completion certificate (OC/CC) or the offer of possession, whichever is later.

13. Aggrieved by the said order, appellant promoter preferred an appeal (being Appeal No. 463 of 2020) before this Tribunal. The appeal came to be dismissed by this Tribunal vide order dated 30.06.2022, thereby affirming the order passed by the Regulatory Authority. Recovery Certificate (RC) dated 04.05.2023 for Rs.68,520.21/-. was issued against the appellant promotor. Thereafter, respondent allottee initiated execution proceedings for execution of the order dated 20.07.2020. During execution proceedings under Section 63, the Executing Authority, upon an application filed by the respondent allottee on 07.04.2025, under Order XXI of the Code of Civil Procedure, 1908, ordered attachment of the allotted unit and appointed receiver. Another Recovery Certificate (RC) dated 30.06.2025 was issued against the appellant promotor Rs.6,18,755.06/- after adjusting Rs.2,84,962.21/- as it was duly paid to the respondent allottee. Aggrieved

by the attachment order, appellant promoter has preferred the present appeal.

14. Learned Counsel for appellant promotor at the very outset, submits that the attachment order passed by the Executing Authority is illegal, arbitrary, and perverse. It is urged that respondent allottee was in continuous default and failed to clear substantial outstanding dues. In view of such continuing default, by the respondent, it is submitted that the impugned 'attachment order' is contrary to the facts on record and unsustainable in law.

15. Learned counsel for the respondent allottee, in rebuttal, submits that the impugned order merely ensures compliance of the decree dated 20.07.2020 by the appellant promoter through the process of attachment of the unit, which is permissible in law. It is further submitted that total sale consideration of the unit was paid to the appellant promotor by the respondent allottee and nothing is outstanding.

16. Our attention was drawn to the impugned order, wherein it is recorded that the Chartered Accountant appointed by the Executing Authority submitted a report certifying that, as against the total sale consideration of Rs.25,43,594/-, the respondent had already deposited a sum of Rs.27,10,194/-. It is clear from the impugned order that no objections were filed by either party.

17. It appears that, subsequent to the order dated 20.07.2020 passed by the Regulatory Authority, the appellant promoter, vide email dated 13.10.2020, issued an offer of possession / demand letter to the respondent allottee, calling upon the respondent to pay the outstanding final dues.

18. Learned counsel for the respondent allottee submits that the offer of possession/ demand letter issued to the respondent allottee was wholly invalid and in contravention of the order passed by the Regulatory Authority. It was further submitted that the said demand letter computed the final dues on the basis of the earlier demand letter dated 14.10.2019, which had already been declared invalid by the Regulatory Authority. It is further submitted that the appellant promoter computed the compensation for delay at the capped rate of Rs.5 per sq. ft. per month as per the agreement and assessed that the respondent allottee was entitlement to Rs. 49,215/- for the

period from 12.12.2018 to 07.10.2019, which is contrary to the directions contained in the principal order passed by the Regulatory Authority and not in terms of Section 18 of Act, 2016.

19. Learned Counsel for the appellant promotor submits that appellant has always been willing to comply with the decree passed by the Regulatory Authority. It is submitted that, in furtherance of compliance, appellant made every effort to hand over possession of the allotted unit to the respondent allottee and addressed several emails requesting the respondent to pay the outstanding dues and take possession of the unit. However, despite the communications, respondent neither cleared the outstanding dues, nor, took possession of the flat. It was further submitted that the appellant again offered possession of the unit vide email dated 15.07.2023, calling upon the respondent to pay the outstanding final dues.

20. Learned counsel for the respondent allottee in rebuttal, submits that that the offer of possession dated 15.07.2023 is invalid and contrary to law. It was further submitted that the appellant promoter has raised illegal and impermissible demands under various heads, including water and sewer charges, meter charges, FTTH charges, RFID charges, IGL charges, club usage charges, advance maintenance charges, and Pratikar charges.

21. The contentions of learned counsel of the appellant promotor cannot be accepted. The order dated 20.07.2020, directing delivery of possession and payment of interest for the delayed period, admittedly, attained finality after dismissal of the appeal filed by the appellant. The order/decree attained finality, it became binding upon the parties and was liable to be executed in its true letter and spirit, any deviation therefrom, was impermissible.

22. In the present case, instead of complying the decree/directions, appellant sought to raise fresh demands through a subsequent offer of possession/statement of account and attempted to justify withholding possession on that pretext. Such conduct is impermissible in law. The offer of possession/ statement account dated 15.07.2023, is invalid, contrary to law and not in terms of the decree. Furthermore, appellant promoter was required to compute the interest for the delayed period while settling the accounts of the unit at the time of offer of possession. It was incumbent upon the appellant to have computed and disclosed the money towards delay

interest in the statement of account of the unit. On bare perusal of the record of the case, it is clear that the total sale consideration of the unit has already been paid by the respondent allottee. The appellant cannot, later, contend that non-compliance of the decree was attributable to any default on the part of the allottee.

23. Execution proceedings are intended to ensure effective enforcement of a final order/decree, which is an onerous task. The Executing Authority is under legal obligation to adopt such measures that are permissible in law to secure compliance of the final order/decree. Where a judgment debtor persistently fails to honour a decree, and resists possession of the property/ unit, attachment of the property and appointment of a receiver are recognized modes of execution under Order XXI, Rule 54 of the Code of Civil Procedure, made applicable under Act, 2016. The appellant promotor has failed to demonstrate that the Regulatory Authority travelled beyond the decree. The impugned order merely adopts lawful execution measures to enforce compliance of a decree that has attained finality and crystalized the rights and liabilities of the parties. The RC has been issued after due computation in terms of the decree and to recover the decretal delay interest.

24. Learned counsel for appellant failed to point out any illegality, irregularity or jurisdictional error in the impugned orders. The appeals being devoid of merit, accordingly, are **dismissed.**

25. The execution proceeding to be concluded expeditiously, preferably, within six weeks from the date of communication of the order, provided there is no impediment.

26. Registry to supply copy of the order to UPRERA for compliance.

27. No order as to cost.

Dated: **12.08.2026** **(Rameshwar Singh)** **(Suneet Kumar)**

Tanveer/Sanya/-