BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of decision: August 31,2026

(1) Appeal No.268 of 2024

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 Emaar Business Park, MG Road, Sikanderpur Chowk, Sector 28, Gurugram-122002, Haryana through its authorized representative Manish Mahajan, aged about 35 years son of Anil Kumar.

Appellant.

Versus

1.Rohit Balyan
2. Abhinav Balyan
Both R/o Palm Studio 407, The Palm Drive, Secor 66, Gurugram 122018 Haryana

Respondents

(2) Appeal No. 267 of 2024

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Appellant.

Versus

Rohit Balyan R/o Palm Studio 407, The Palm Drive, Sector 66,Gurugram-122018 Haryana

Respondent

CORAM:
Justice Rajan Gupta **Chairman**
Dr.Virender Parshad **Member (Judicial)**

Present: Ms. Ankita Chaudhary, Advocate and
Mr. Rohit Sangam, Advocate for the appellant.

Mr. Kanish Bangia, Advocate for the respondent.

O R D E R:

RAJAN GUPTA, CHAIRMAN:

This order shall dispose of above mentioned appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 268 of 2024.

2 Present appeal is directed against order dated 07.04.2023 passed by the Authority[1]. Operative part thereof reads as under:

> ***"H. Directions of the authority:***
>
> *43. Hence, the Authority hereby passes this order and issue 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) of the Act:-*
>
> *i. The respondent is directed to pay the interest at the prescribed rate i.e. 10.70% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 09.02.2012 till 28.06.2017 i.e. expiry of 2 months from the date of offer of possession (28.04.2017). 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 compensation already paid by the respondent to the complainant towards compensation for delay in handing over possession shall be adjusted towards the delay possession*

[1]Haryana Real Estate Regulatory Authority, Gurugram

charges to be paid by the respondent in terms of proviso to section 18(1) of the act.

iii. ***Electrification charges:*** *The respondent cannot charge electrification charges from the allottees while issuing offer of possession letter in respect of the subject unit even though there is any provision in the builder buyer's agreement to the contrary. The respondent-promoter is bound to adjust the amount charged on account of electrification amounting to Rs.52,785/- from the allottee with the dues payable by him or refund the amount if no dues are payable by him.*

iv. ***Club membership charges:*** *The respondent shall refund the club membership charges if any request is received from the complainants-allottee. Provided that if he opts out to avail this facility and later approaches the respondent for membership of the club, then he shall pay the club membership charges as may be decided by the respondent and shall not invoke the terms of buyer's agreement that limits club membership charges to Rs.1,75,000/-.*

v. ***HVAT:*** *The respondent-promoter is bound to adjust the amount charged on account of HVAT liability post 01.04.2024 amounting to Rs. 44,817/- from the allottee with the dues payable by him or refund the amount if no dues are payable by him.*

vi. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.

44. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

45. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter. File be consigned to registry."

3. It appears that a project in the name and style of 'Palm Studio in 'The Palm Drive' was floated by the appellant-promoter in Sector 66, Gurugram. The allottees booked a unit

therein. The promoter issued provisional allotment letter dated 27.10.2009. Total sale consideration of the unit was Rs.54,34,619/-. The allottees remitted an amount of Rs.56,25,862/-. Buyer's agreement was executed between the parties on 28.05.2010. Due date of possession was 27.04.2012. Occupation Certificate to the project was granted on 13.02.2017. Offer of possession was made to the allottees on 20.04.2017. Unit was handed over to the allottees vide letter dated 25.07.2017. Conveyance Deed was also executed in favour of the allottees on 10.11.2017. As there was delay in handing over the possession, the allottees preferred a complaint before the Authorityseeking delay possession charges and other ancillary reliefs.

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

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

6. Learned counsel for the appellant- promoter has posed a challenge to the impugned order on the ground that jurisdiction of the Authority was invoked after considerable delay of execution of the conveyance deed and thus, delay possession charges were awarded in violation of terms of Buyer's Agreement.

7. We have heard learned counsel for the appellant-promoter and given careful thought to the facts of the case.

8. 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.

9. Further, argument of learned counsel for the appellant-promoter that interest on the amount paid by the allottees 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.

10. In view of above, the appeals are dismissed.

11. 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.

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

13. Files be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

August 31,2026
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