BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.634 of 2022

Date of Decision: August 31,2026

Mohit Global Servies Pvt.Ltd., 2nd Floor, B-3, Secto-3, Noida, UP, Pin Code-201301

Appellant.

Versus

M3M India Ltd., Paras Twin Towers, Tower B, 6thFloor,Golf Course Road, Sector 54, Gurgaon, Pin Code-122002

Respondent

CORAM:

Justice Rajan GuptaChairman
Dr. Virender Parshad Member (Judicial)

Present: Mr. V. D'Costa, Advocate and
Mr. Himanshu Sharma, Advocate for the appellant.

Mr. Aman Arora, Advocate for the respondent.

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 13.07.2022, passed by the Authority[1]. The operative part of the order reads as under:

> *"Keeping in view the aforesaid legal provisions, the respondents are directed to refund the amount after deducting 10% of the sale consideration of the unit as per Regulation 11 of 2018 framed by Haryana Real Estate Regulatory Authority, Gurugram within 90 days from the date of this order along with interest @ 9.70% p.a. on the refundable amount from the date of cancellation till the date of its payment.*
> *Matter stands disposed of. Detailed over will follow. File be consigned to registry."*

2. It appears that a project in the name and style of 'M3M Golf Estate' was floated by the respondent-promoter in Sector 65,

[1]Haryana Real Estate Regulatory Authority, Gurugram

Gurugram. The appellant-allottee booked a unit therein. Total sale consideration of the unit was Rs.5,03,36,580/-, out of which, the allottee remitted an amount of Rs.1,00,00,000/-. Builder Buyer Agreement was executed between the parties on 29.03.2013. As per agreement, due date of possession was 29.03.2016. Occupation Certificate to the project was granted on 25.07.2017. Offer of possession was made to the allottee on 18.09.2017. As the allottee failed to adhere to the payment schedule, the unit was cancelled vide letter dated 28.01.2019. The allottee preferred a complaint before the Authority seeking refund of the paid-up amount along with interest.

3. Stand of the respondent-promoter before the Authority was that the allottee was in constant default in making timely payments as per the terms and conditions of the agreement and did not adhere to the agreed payment plan. Respondent-promoter issued various reminders to the allottee demanding balance amount. Therefore, it issued pre-cancellation letter on 01.01.2019 and the unit was cancelled on 28.01.2019 with adequate notices.

4. After considering rival contentions of the parties, the Authority disposed of the complaint by issuing the directions, as reproduced in para 1 of this order.

5. Feeling aggrieved by the impugned order passed by the Authority, the allottee has preferred the present appeal.

6. Learned counsel for the allottee primarily challenged the impugned order on the ground that the Authority erred in granting refund after deducting 10% of the sale consideration.

7. On the other hand, learned counsel for the respondent-promoter submitted that as the allottee failed to adhere to the payment schedule, the unit was cancelled after following due procedure.

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

9. Primarily, the factual issue, that arises before this Bench is, whether the allottee defaulted in making timely payments or the promoter was able to raise construction as per schedule in the buyer's agreement.

10. A perusal of the impugned order shows that the appellant-allottees paid an amount of Rs.1,00,00,000/- against total sale consideration of Rs.5,03,36,580/-. Occupation Certificate to the project was granted on 25.07.2017, meaning thereby that there was progress in construction. Offer of possession was made to the allottee on 18.09.2017, which constitutes a 'valid offer of possession'. The respondent-promoter sent demand letters for making payments. Despite that, the appellant-allottee did not make any payment. Pre-cancellation letter was issued by the promoter on 02.01.2019. Ultimately, the unit was cancelled on 28.01.2019. It is evident that the allottee failed to abide by the terms of the agreement by not making timely payments. Thus, after examining the entire issue, the Authority directed refund of the paid-up amount after deducting 10% of the sale consideration. We do not find any infirmity with the order passed by the Authority.

11. However, in the peculiar facts and circumstances of the instant case, this Bench feels that balance of equities would be met in case the respondent-promoter is directed to refund the paid-up amount after 10% deduction along with interest at the prescribed rate i.e. 9.70% p.a. from the respective dates of payments made by the allottee till realization. Ordered accordingly.

12. The appeal is disposed of in the manner indicated above.

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

14. File 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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