

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: July 02, 2026

(1) Appeal No.946 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 Authorised
Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Poonam Goel;
2. Ajay Goel Both R/o R-3/13, Rajnagar Ghaziabad 201001, Uttar Pradesh.

Respondents

(2) Appeal No.645 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 Authorised
Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Mrs. Priyanka Khanna
 2. Mrs. Sarabdeep Khanna
- Both residents of Flat No. 002, Tower 7, Unitech, The Palm, South
City-1, Gurugram, Haryana-122002

Respondents

(3)

Appeal No.419 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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

Mrs. Jyotsna Kumar Resident of Col GS (INFO System) C/o Col SRK Murthy COL GS (INFO SYSTEM) HQ 4 CORPS TEZPUR, TEZPUR, Assam-784001.

Respondent

(4)

Appeal No.420 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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Jagmohan Mittal;
2. Ritu Mittal Both R/o Flat No. 703, Tower No. 04 R2 Sector Aspire Tower Amanora Park Town Hadapsar Pune, Maharashtra-411028.

Respondents

(5)
Appeal No.432 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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Sumika Gupta;
2. Mukund Garg;
3. Shikha Sharma;
4. Meenu Mathur all residents of Flat No. 0402, Tower 4, Palm Gardens, Sector 83, Gurugram, Haryana-122004.

Respondents

(6)
Appeal No. 640 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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Amit Bhatnagar;
2. Bhawani Bhatnagar, Both residents of Flat No. 204, Vasant Apartments, Old Delhi Road, Next to Competent Motors, Gurugram, Haryana-122004.

Respondents

(7)
Appeal No.641 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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Kiran Gupta;
2. Anil Jindal Both R/o House No. 705, Sector 9, Panchkula, Haryana-134113.

Respondents

(8)
Appeal No.642 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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

Rajneesh Gautam Resident of Flat No. 302, Tower No. 14, Gurgaon Greens, Sector 102, Gurugram, Haryana-122505.

Respondent

(9)

Appeal No.654 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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Yatin Sanduja;
2. Prabhu Dayal Sanduja Both R/o H.No. 443, Sector-9, Gurugram, Haryana-122001.

Respondents

(10)

Appeal No.882 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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Arun Kumar Jain;
2. Neelam Jain Both R/o Flat no. 1102, Tower 24, Gurugaon Greens, Sector 102, Gurugram, Haryana, Pincode-122505.

Respondents

(11)

Appeal No.944 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 Authorised
Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

Divya Suri R/o C-3A/52A, Janakpuri, New Delhi-110058.

Respondent

(12)

Appeal No.950 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 Authorised
Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

Sangeeta Misra R/o 71, Friends Colony West, 2nd Floor, New Delhi
110065, Delhi.

Respondent

(13)

Appeal No.952 of 2024

1. 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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Sujit Kumar Roy;
2. Sanchita Roy, Both residents of EEA-C-F05-03, Emerald Estte Apartments, Maidawas Road, Sector 65, Gurugram, Haryana, 122018.

Respondents

(14)

Appeal No.32 of 2025

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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Ankush Kuthiala;
2. Monisha Agrawal Both R/o Flat No. 302, Tower-2, Palm Gardens, Sector-83, Gurugram, Haryana-122004.

Respondents

(15)

Appeal No.33 of 2025

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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Neeru Sharma;
2. Hari Vallabh Sharma Both R/o A-3605, IREO Victory Valley Sector-67, Gurugram.

Respondents

(16)

Appeal No.35 of 2025

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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Sarabdeep Khanna;
2. Ashish Khanna Both R/o Flat No. 002, Tower-7, UNITECH the Palms, South City-1, Gurugram-122002.

Respondents

(17)
Appeal No.88 of 2025

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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

Sunanda Shivpuri R/o 132, Waterbrooke CCT Drewvale Brisbane, 4116, Queensland Australia.

Respondent

(18)
Appeal No.90 of 2025

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 Authorised Representative Manish Mahajan, Aged 35 years.

Appellant

Versus

1. Abhishek Mohal;
2. Deepika Bansal Both R/o 604, Alexandra D, Grand Omaxe, Sector 93B, Noida 201304.

Respondents

(19)
Appeal No.16 of 2024

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

1. Sudarshna Samanta;
2. Mousumi Manna Samanta both Resident of A-703, Signature Global Orchard Avenue, Sector-93, Gurugram-122505.

Respondents

(20)
Appeal No.17 of 2024

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

Sujit Kumar resident of C-44/7, Gali No. 11, C-Block Gamri Extension, Delhi-110053.

Respondent

(21)
Appeal No.18 of 2024

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

Nickey Agarwal resident of Bestech Park View Ananda, C-102, 2nd Floor, New Sector Road, Sector-81, Gurugram, Haryana-122004.

Respondent

(22)**Appeal No.20 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

1. Gurpeet Kaur;
2. Saransh Sandhu, residents of H.No. 64-C, LIG Flats, Rampura, Delhi-110035.

Respondents

(23)**Appeal No.21 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

Deepak Sadotra, Resident of F-503, Orchard Avenue, Sector-93, Gurugram, Haryana-122505.

Respondent

(24)**Appeal No.23 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

Uday Veer Singh resident of H.No. A-1503, Orchard Avenue, Sector-93, Gurugram, Haryana-122505.

Respondent

(25)**Appeal No.24 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

Kanchan, Resident of 251, Sector-7, Extension, near Jay Cinema Chowk, Housing Board Colony, Gurugram, Haryana-122001.

Respondent

(26)

Appeal No.25 of 2024

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

1. Anureet Kaur;
2. Deep Pal Singh both Residents of X-917-B, Chand Mohalla, Corner, Gandhi Nagar, Delhi-110031.

Respondents

(27)

Appeal No.26 of 2024

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

Rakesh Pupneja, Resident of H.No. T-5/64S, Model Town, Hisar, Haryana-125001.

Respondent

(28)

Appeal No.27 of 2024

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

1. Kapil Garg;
2. Deepti Garg, Both Resident of H.No. D-1002, Bestech Park View, Ananda, Sector-81, Gurugram, Haryana-122004.

Respondents

(29)**Appeal No.28 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

Shyamal Kishor, resident of H.No. H-17, Ramesh Park, Near Hanuman Mandir, Laxmi Nagar, New Delhi-110092.

Respondent

(30)**Appeal No.29 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

1. Ram Prakash Maurya;
2. Poonam Singh Solanki, both Residents of 51, 1st Floor, Sector-4, Gurugram, Haryana-122001.

Respondents

(31)**Appeal No.30 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

Ashish Kumar Dwivedi resident of F-601, Orchard Avenue, Sector-93, Gurugram, Haryana-122505.

Respondent

(32)**Appeal No.31 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

1. Anjali Sheoran;
2. Upendra Singh, Resident of F-42, Near Jind Bypass, Ananthpuram Colony, Rohtak, Haryana PIN-124001 and Flat No. 803, Tower-B3, Sector-85, Gurugram, Haryana-122004.

Respondents

(33)**Appeal No.32 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-11001.

Appellant

Versus

Rohit Siniha, resident of H.No. 138/A/9, Ist Floor, Shivpuri, Near Vatika Park, Gurugram, Haryana-122001.

Respondent

(34)**Appeal No.10 of 2024**

Signature Builders Private Limited registered office at Ground Floor, Signature Tower, Tower-A, Gurugram-122001 and 13th Floor, Dr. Gopal Das Bhawan, 28-Barakhamba Road, New Delhi-110001.

Appellant

Versus

Ranjeet Jangra, Resident of 351/9, Subhash Nagar, New Railway Road Gurugram- 122001.

Respondent

Coram:

Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan

Chairman
Member (Judicial)
Member (Technical)

Present: Mr. Kunal Dawar, Senior Advocate assisted by Mr. Kamaljeet Dahiya, Advocate, Ms. Navneet Kaur, Advocate, Ms. Tanika Goyal, Advocate; Ms. Ankita Chaudhary, Advocate and Mr. Rohit Sangam, Advocates for the appellant-promoters.

Mr. Aman Bahri, Senior Advocate assisted by Mr. Bawa Karanveer Singh, Mr. Jagdeep Kumar, Ms. Nitu Kumari, Mr. Mohit Rathee, Mr. Harsh Sharma, Mr. Geetansh Nagpal, Ms. Japneet Kaur Mr. Gaurav Jaglan, Mr. Anjanpreet Singh, Ms. Diya Sarin, Mr. Anmol Jindal, Mr. Hoshiar Chand,

Mr. Ambanshu Sahni, Mr. Advait Ghosh, Mr. Harshit Joon, Mr. Saurabh Gulia, Mr. Ashwani Kumar Antil, Mr. Manmeet Singh Jamwal, Mr. Akshat Mittal, Mr. Arun Sharma, Ms. Preeti Manderna, Ms. Pallavi, Ms. Divyanshi Rathore, Mr. Rahul Jaswal, Ms. Meenakshi, Mr. Savinder Singh, Mr. M. Khurana, Mr. Ashish Kumar, Mr. Nilotpal Shyam, Ms. Shivali, Mr. Neeraj Goel, Mr. Savinder Singh Gill, Advocates for the respondent-allottees.

ORDER

RAJAN GUPTA, CHAIRMAN

This order shall dispose of the above-mentioned appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 946 of 2024.

2. Challenge in the present appeal is to order dated 13.08.2024 passed by the Authority¹. Operative part thereof reads as under:

“H. Directions of the Authority:

40. 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 functions entrusted to the Authority under Section 34(f) of the Act of 2016:

i. The respondent shall pay interest at the prescribed rate i.e. 11% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 16.11.2016 till the date of offer of possession i.e. 31.05.2019 (inadvertently mentioned in the proceeding of the day as 11.12.2019) after obtaining occupation certificate plus two months or actual handing over of possession whichever is earlier as per proviso to Section 18(1) of the Act read with rule 15 of the rules. Also an amount which has already been given by the respondent as credit compensation

¹ Haryana Real Estate Regulatory Authority, Gurugram

shall be deduced/adjusted towards the delay possession charges to be paid by the respondent.

ii. The rate of interest chargeable from the allottees by the promoter in case of default shall be charged at the prescribed rate i.e. 11% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

iii. The respondent is directed to pay arrears of interest accrued, if any, after adjustment in statement of account within 90 days from the date of this order as per rule 16(2) of the rules.

41. Complaint stands disposed of.

42. File be consigned to the registry.”

3. It appears that a project in the name and style of “Gurgaon Greens” was floated by the appellant-promoter in Sector 102, Gurugram. The respondents were allotted a unit measuring 1650 square feet therein vide allotment letter dated 28.01.2013. Buyer’s agreement was executed between the parties on 22.04.2013. Total sale consideration of the unit was Rs.96,40,123/-. The allottees remitted an amount of Rs.98,39,686/-. According to agreement, due date of possession was 16.11.2016. Occupation Certificate was granted to the project on 30.05.2019. Immediately thereafter, offer of possession was made on 31.05.2019. Unit handover letter was issued on 11.12.2019. Conveyance deed was executed on 03.02.2020. As there was delay in handing over possession of the unit, the allottees preferred a complaint on 15.09.2022 before the Authority at Gurugram seeking delay possession charges along with ancillary reliefs.

4. After hearing rival contentions of the parties, the

Authority disposed of the complaint and issued directions, as reproduced in paragraph 1 of this order.

5. The promoter has assailed the impugned order on several grounds, primarily on the ground that no claim for interest on account of delay in delivery of possession could be maintained after the execution of the Conveyance Deed, as all contractual obligations stood discharged upon execution thereof, except those relating to structural defects or other defects covered under Section 14(3) of the Act². It has been submitted that in terms of Section 2(10) of Indian Stamp Act, 1989, the concluded contracts cannot be re-opened by reference to the relevant terms of the conveyance deed reproduced in the grounds of appeal. The claim for interest on account of delay could not be raised once the possession of the unit was handed over on 11.12.2019 and conveyance deed executed on 03.02.2020. The appellant stood discharged of all obligations under various provisions of the Act. No cause of action would survive after execution of the conveyance deed. It has also been emphasised that because delay compensation of Rs.1,88,575/- was accepted, the allottees were estopped from raising any claim in that regard. It is alleged that there was concealment of payment on account of delay compensation already received.

6. On the other hand, learned counsel for the allottees argued that even after execution of the conveyance deed and handing over of the possession, the allottee continues to retain the status of an 'allottee' under the Act and does not cease to be so merely because he/she has become a purchaser by virtue of the conveyance deed. Finally, it has been contended that if at all the allottees are held entitled for payment of interest, the same has to be calculated from due dates of receipt of payment. Attention of this Tribunal is invited to certain clauses of Flat

² The Real Estate (Regulation & Development) Act, 2016

buyer agreement wherein, the construction was agreed to be completed within a period of 36 months with grace period of 5 months from the date of start of construction. The said obligation was not fulfilled by the builder despite the fact that periodic payments were made and rather certain increased payments were realized from the allottees. The agreed date for delivery of possession was 16.11.2016, however, offer of possession was made on 31.05.2019; even that was not valid offer of possession because stringent conditions to pay certain amount which were not part of the agreement were imposed. Even by that date, the period was delayed by approximately three years. The promoter charged penalty @ 24% p.a. in the event of delay in payment by the allottees which was also unfair and illegal. Finally, exact measurement of the unit was not disclosed. On these premises, counsel for the allottees submitted that the relief granted by the Authority was legal and justified.

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

8. Admittedly, the allottees in all the appeals are in possession of their respective units and conveyance deeds have also been executed in their favour.

9. Having considered the rival submissions and perused the material available on record, this Tribunal is of the considered opinion that the allottees are entitled to delay possession charges under Section 18 of the Act on account of delayed delivery of possession by the promoter. The obligation of the promoter to hand over possession within the agreed timeline is a fundamental contractual as well as statutory obligation. Failure thereof attracts the consequences contemplated under Section 18 of the Act.

10. The contention that execution of conveyance deed or delivery of possession extinguishes the rights of the allottees under the Act cannot be accepted. The Scheme of the Act makes it abundantly clear that the status of allottee does not stand obliterated merely because title has been conveyed. Any other interpretation would defeat the beneficial object of the legislation and permit promoter to evade liability despite admitted deficiencies or delays.

11. Karnataka High Court in RERA Appeal No. 7 of 2021- ***M/s Total Environment Building Systems (P) Ltd. v. Mr. Verghese Stephen***, decided on 11.03.2022, relying upon the judgment of Hon'ble Supreme Court in ***Wing Commander Arifur Rahman Khan & Aleya Sultana and Others v. DLF Southern Homes Private Limited (now known as Begur OMR Homes Private Limited) and Others, (2020) 16 SCC 512***, held that an allottee is not precluded from claiming compensation for delay in handing over the possession after execution of registered sale deed in his favour.

12. The relevant observations of Hon'ble Supreme Court in ***Wing Commander Arifur Rahman Khan's case (supra)*** are reproduced below:

"35. The flat purchasers invested hard-earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the consumer forum by seeking a Deed of Conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the Deed of Conveyance pending protracted consumer litigation.

36. It has been urged by the learned counsel of the developer that a consequence of the execution of the Deed of Conveyance in the present case is that the same ceases to be a transaction in the nature of "supply of services" covered under the CP Act 1986 and becomes a mere sale of immovable property which is not amenable to the jurisdiction of Consumer Fora. In *Narne Construction (P) Ltd. v. Union of India* ((2012) 5 SCC 359), this Court distinguished between transfer of a piece of immovable property and housing construction or building activity a simple carried out by a private or statutory body falling in the category of "service" within the meaning of Section 2 (1) (o) of the CP Act 1986. This Court held that:

"8. Having regard to the nature of transaction between the appellant Company and its customers involved much more than a simple transfer of a piece of immovable property it is clear the same constitutes "service" within the meaning of the Act. It was not the case that the appellant Company was selling the given property with all its advantages and/or disadvantages on "as is where is" basis, as was the position in *State [UT of Chandigarh] v. Amarjeet Singh* ((2009) 4 SCC 660]. It is a case where a clear-cut assurance was made to the purchasers as to the nature and extent of development that would be carried out by the appellant Company as a part of package under which a sale of fully developed plots with assured facilities was made in favour of the purchasers for valuable consideration. To the extent the transfer of site with developments in the manner and to the extent indicated earlier was a part of the transaction, the appellant Company has indeed undertaken to provide a service. Any deficiency or defect in such service would make it accountable before the competent Consumer Forum at the instance of respondents." consumers like the developer in the present case has undertaken to provide a service in the nature of developing residential flats with certain amenities and remains

amenable to the jurisdiction of Consumer Fora. Consequently, we are unable to subscribe to the view of the NCDRC that flat purchasers who obtained possession or executed Deeds of Conveyance have lost their right to make a claim for compensation for the delayed handing over of the flats."

13. In view of the aforesaid authoritative pronouncement of Hon'ble Supreme Court, the contention raised by the promoter that the complaint instituted by the allottees was not maintainable after execution of the Conveyance Deed, is liable to be rejected.

14. We find no illegality or perversity in the impugned order and the same is upheld. Consequently, present appeals stand dismissed being devoid of merit.

15. Before parting with the matter, this Tribunal deems it appropriate to make certain observations on the issue of limitation in proceedings arising under Section 18 of the Act.

16. The preliminary objection regarding limitation raised by the promoter deserves to be rejected. The proceedings in the present matter have been instituted under the Act. A perusal of the scheme of the Act reveals that while the legislature has specifically prescribed period of limitation for filing appeals under Section 44 and for other specified proceedings, no period of limitation has been prescribed for filing a complaint before the Authority under Section 31 of the Act. It is settled principle of statutory interpretation that where the legislature has consciously provided limitation in certain provisions and omitted the same in others, such omission cannot be supplied by judicial interpretation. Consequently, no limitation period can be imported into Section 31 of the Act by implication.

17. It is also well-settled that the provisions of the Limitation Act, 1963 are not applicable to proceedings before special Tribunals or

authorities unless such applicability is expressly provided by the statute creating the forum. The Act neither incorporates nor makes applicable the provisions of the Limitation Act to complaints instituted before the Authority. In the absence of any express legislative mandate, the provisions of the Limitation Act cannot be invoked to defeat a remedy created under a legislation enacted for protection of allottees and regulation of the real estate sector.

18. Similar view has been expressed by the High Court of Chhattisgarh at Bilaspur in MA No. 173 of 2023—**Smt. Nidhi Sao v. Greearth Infraventures Private Limited**, decided on 16.04.2026.

Relevant paragraph thereof is reproduced hereunder:

“19. It is pertinent to mention here that from the language of the Act 2016, the intention of the legislature to exclude the applicability of the provisions of the Limitation Act is manifestly clear. The provisions of the Limitation Act, which the legislature did not incorporate in the Act, 2016, cannot be imported into it by analogy. An enactment being the will of the legislature, the paramount rule of interpretation, which overrides all others, is that a statute is to be expounded ‘according to the intent of them that made it’. The will of the Legislature is the supreme law of the land, and demands perfect obedience. If the Legislature willfully omits to incorporate something of an analogous law in a subsequent statute, or even if there is a casus omissus in a statute, the language of which is otherwise plain and unambiguous, the Court is not competent to supply the omission by engrafting on it or introducing in it, under the guise of interpretation, by analogy of implication, something what it thinks to be a general principle of justice and equity. To do so ‘would be entrenching upon the preserves of Legislature’, the primary function of a Court of law being jus dicere and not jus dare.”

19. Accordingly, the objection regarding limitation is devoid of merit and is hereby rejected. The complaint before the Authority is held to be maintainable and liable to be adjudicated on merits.

20. The amount of pre-deposit made by the promoter in the aforesaid appeals, 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.

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

22. Files be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

July 02, 2026
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