



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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RERA-APPL-112-2026 (O&M)

Date of Decision: 01.07.2026

S.S. GROUP PVT. LTD.

...Appellant

Vs.

RINKU KHANCHI AND ANOTHER

...Respondents

CORAM:- HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Ajiteshwar Singh, Advocate for the appellant

JAGMOHAN BANSAL, J. (ORAL)

1. The appellant through instant appeal under Section 58 of the Real Estate (Regulation and Development) Act, 2016 (for short '2016 Act') is seeking setting aside of judgment and order dated 16.04.2026 whereby Ld. Haryana Real Estate Appellate Tribunal, Chandigarh (for short 'Appellate Tribunal') has enhanced penalty period from 23.09.2016 – 12.07.2022 to 23.09.2016 – 23.10.2023.

2. The respondent purchased a flat which was part of appellant's residential complex named as "The Leaf", located at Sector 85 Gurugram. The respondent had purchased said flat from original allottee who had entered into Buyers-Builder Agreement dated 23.09.2013. As per Agreement, the appellant was supposed to handover possession by 23.09.2016, however, appellant received occupation certificate on 09.05.2022 and offered possession to respondent on 12.05.2022. The respondent finding that flat is incomplete approached Ld. Haryana Real

Estate Regulatory Authority, Gurugram (for short 'Authority') seeking compensation in terms of Section 18 of 2016 Act on account of delayed delivery of possession. The respondent claimed interest @18% p.a. Order dated 14.09.2023 passed by the Authority reads as :-

"H. Directions of the authority

32. 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(f):

- I. The respondent is directed pay interest at the prescribed rate i.e., 10.75 % per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 23.09.2016 till the date of offer of possession (12.05.2022) plus two months i.e., 12.07.2022; as per proviso to section 18(1) of the Act read with rule 15 of the rules.*
- 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., 10.75% 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 complainants are directed to pay outstanding dues, if any remains after adjusting delay possession interest within 30 days and the respondent shall handover the possession of the allotted unit complete in all aspects as per specifications of buyer's agreement within next 30 days and if no dues remain outstanding, the possession shall be handed over within four weeks from date of this order.*
- IV. The respondent shall not charge anything from the complainant which is not the part of buyer's*

agreement. The respondent is not entitled to charge holding charges from the complainant/ allottee at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889 / 2020 on 14.12.2020."

3. The respondent preferred an appeal before Appellate Tribunal seeking higher rate of interest and compensation till the date of actual completion of the demised flat. Appellate Tribunal vide impugned order dated 16.04.2026 rejected respondent's claim of interest @18% p.a., however, extended period of interest. The Authority had granted interest for the period from 23.09.2016 to 12.07.2022 and Appellate Tribunal has enhanced the period from 23.09.2016 to 23.10.2023.

4. Learned counsel for appellant submits that Appellate Tribunal has wrongly and mechanically relied upon email dated 18.07.2022 which was not even part of complaint but was filed before Appellate Tribunal. Appellate Tribunal has heavily placed reliance upon said communication which in no terms proves that flat was incomplete on 18.07.2022.

5. Heard the arguments and perused the record.

6. From the perusal of record, it is evident that appellant was supposed to handover possession by 23.09.2016 whereas received occupation certificate on 09.05.2022. It offered possession to respondent on 12.05.2022. The respondent after aforesaid date filed complaint before Appellate Authority. Filing of complaint after offer of possession itself indicates that flat was incomplete. The respondent filed reply to complaint and in the reply primarily pleaded that delay was for the

reasons beyond its control. There was nothing in the reply disclosing that flat is complete in all respects and complainant may take possession and shift at any point of time rather email dated 18.07.2022 confirmed that partial work was to be completed. The appellant is trying to plead that work to be completed was very small and it needed only two days. Had there been such a situation, the appellant must have pleaded before Authority that any person may be deputed to verify factual position. Had flat been completed, there was no occasion for the complainant to approach Authority.

7. The appellant has filed present appeal under Section 58 of 2016 Act read with Section 100 of CPC. The dispute is confined to the fact whether flat in all respect was complete on 12.05.2022 or was completed thereafter. It is a pure question of fact. No question of law much less substantial question of law arises for the consideration of this Court.

8. Dismissed.

9. Pending application(s), if any, stands disposed of.

(JAGMOHAN BANSAL)
JUDGE

July 01, 2026
Deepak DPA

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No