

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000089885

Neera Gupta & Others ... Complainant

Versus

Larsen & Toubro Ltd. (Realty Division)  
MahaRERA Regn. No P51800005072 ... Respondent

Corom:  
Shri. Ajoy Mehta, Chairperson, MahaRERA

Complainants were represented by Mr. Anil Dsouza, a/w Mr. Bishwajeet Mukherjee,  
Adv.

Respondent was represented by Mr. Manish Gala

**Order**  
June, 2021

1. The Complainants have stated that he has purchased an apartment bearing no: 701-T7 in the Respondent's project 'Emerald Isle - T7' situated at Kurla, Mumbai via registered agreement for sale dated January 25, 2016 (*hereinafter referred to as the said agreement*). The Complainants have stated that the Respondent has failed to complete the construction of the said project on the date of possession of the apartment stated in the said agreement. Therefore, they have prayed the Respondent be directed to pay them interest for delay in handing over possession.
2. Learned Counsel for the Complainant submitted that possession was to be given on March 31, 2017, however, the possession was actually given on June 15, 2018. He seeks interest on delayed possession under section 18 of the Act. Learned Counsel for the Complainant states that under section 18 of the Act, in case of any delays from the stated date of completion he is entitled to interest.
3. Learned counsel for the Respondent, explained that the project completion was delayed due to certain mitigating circumstances. Moreover, he submitted that the occupation certificate for this Project was obtained on April 27, 2018 before the said

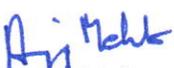
complaint was filed with MahaRERA. Further, he stated that the possession was taken on June 15, 2018 and the same was accepted without any caveat or demure by the Complainants. He also stated that the delay took place due to regulatory reasons and other issues which were beyond the control of the Respondent. He further stated that the reasons for delay fall squarely within the ambit of the agreement for sale executed between the parties.

4. Section 18 (1)(a) of the said Act reads as:

*“ if the promoter fails to complete or is unable to give possession of an apartment, plot or building,— (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed. “*

Simple present tense used in the starting line of Section 18 clearly indicated that the provision shall apply only till the project is incomplete or the promoter is unable to give possession. Once the project construction is complete or possession is given, as the case may be, the said provision ceases to operate.

5. In view of the above facts, the Respondent cannot be held liable to pay interest on delay to the Complainant, as per section 18 of the Real Estate (Regulation and Development) Act, 2016.
6. Consequently, the matter is hereby disposed of.

  
(Ajoy Mehta)  
Chairperson, MahaRERA