



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

### BEFORE THE ADJUDICATING OFFICER

Complaint No. - 1470 of 2022  
Date of Institution: - 22.06.2022  
Date of Decision: - 25.11.2022

1. Sh. Patanjali Bedi s/o Sh. Balbir Singh Bedi r/o 503, H-Block, Tower Palm Residency, Karnal, Haryana-132001.
2. Ms. Manju Bedi w/o Sh. Patanjali Bedi r/o 503, H-Block, Tower Palm Residency, Karnal, Haryana-132001.

....COMPLAINANTS

VERSUS

TDI Infrastructure Ltd., 10, Shaheed Bhagat Singh Marg, New Delhi-110001  
....RESPONDENT

**Hearing:-** 11<sup>th</sup>

**Present:-** Sh. Patanjali Bedi and Ms. Manju Bedi, Complainants through video conferencing  
Mr. Shubhnit Hans Advocate, Counsel for the respondent through video conferencing

*S Anita Gupta*

**JUDGEMENT:**

The brief facts culminating into the institution of the present complaint are:

1. The complainants Patanjali Bedi and Ms. Manju Bedi had booked 3 BHK flat bearing no.T-39/TF in Tuscan City Kundli, Sonapat vide costumer ID no.KTF-10539. They had paid ₹3,00,000/- as booking amount on 07.07.2010. The total sale consideration of the flat was ₹24,98,918/-. Thereafter the complainants had started paying instalments from time to time. They had paid more than 95% of sale consideration of the flat as demanded by the builder/respondent. Despite paying 95% amount, the respondent company has failed to deliver possession of the booked flat even after a long period of 12 years from the date of launching of TDI Tuscan project. False excuses were made by the officials of the company one way or the other but no fruitful result has come out till today. Complainant Patanjali Bedi is a senior citizen of above 70 years of age. Because of non-delivery of possession of the booked flat, the complainants have been facing humiliation, suffering from grave mental agony and financial losses. The complainants have continuously been living in rented accommodation for the last 12 years and have been paying huge amount in the shape of rent. The respondent company has committed offences punishable under Section 406/420 IPC for committing criminal breach of trust of amount taken from the allottees and not providing them flats as agreed and assured as per agreement and dishonestly inducing its allottees to pay the amount. The complainants reserve

their right to file criminal complaint under Section 406/420 IPC as well as other appropriate Sections of Indian Penal Code. The complainants are senior citizens at the fag end of their lives. They have purchased the flat after saving each and every penny from their expenses in the hope that they would lead rest of their lives peacefully, comfortably and conveniently, but their dreams have been dashed to ground and they have been living a miserable life after being cheated and defrauded by dishonest, liar, untrustworthy and false practices of the respondent to its innocent buyers. As per Section 18 of RERA Act, if the company fails to provide accommodation as agreed in Apartment Buyer Agreement, the company is liable to return the amount alongwith 21% interest according to Rule Z(a) 1 of equal interest penalty policy which says that the rate of chargeable interest from the allottee by the promoter in case of default shall be equal to rate of interest which the promoter shall be liable to pay to the allottee in case of default. As per Hon'ble Supreme Court judgment in Civil Appeal no.5785 of 2019, the developer cannot compel the apartment buyer to be bound by one sided contractual terms contained in the Apartment Buyer Agreement. By way of the present complaint, the complainants have sought default amount alongwith interest @ 21% per annum which comes to ₹45,50,680/-, ₹2,40,000/- as penalty for delaying 10% of total amount, ₹1,50,00,000/- as compensation for mental harassment, agony and hospitalization, ₹15,50,000/- as loss of rent paid in 12 years, litigation expenses and consultation fee of lawyers ₹75,000/-, ₹20,000/- for

travelling and other miscellaneous expenses. The total compensation sought by the complainant comes to ₹2,14,35,680/-.

2. Upon notice, respondent appeared through counsel and filed reply stating therein that the complaint is not maintainable and falls outside the purview of the provisions of RERA Act. It is liable to be dismissed in limine. The complainants have sought vague reliefs and have sought to pass an order to pay the amount alongwith upto date interest as well as compensation and penalty. The complainants have not specified in the prayer clause as to under what head, the compensation has been sought by the complainants as no reasoning has been given by them. No documentary evidence has been annexed alongwith complaint to support averments. The complainant has also filed complaint seeking refund of the amount which is pending before Hon'ble Authority and its judgment has been reserved. As per Section 72 of RERA Act, certain factors are to be taken into consideration while adjudging the quantum of compensation. Apartment Buyer Agreement was executed between the parties on 20.02.2012 which is much prior to the date when RERA Act came into existence. The agreement executed between the parties is binding on the complainant. The RERA Act and Rules do not have the force to supplant already agreed upon terms and conditions of Apartment Buyer Agreement executed between the complainant and respondent company. The complainants cannot withdraw their consent. They have signed each and every page of the agreement and hence each term is binding upon them. If at all the complainants deserve compensation, it is only in the terms of

agreement executed between the parties. The delay cannot be solely attributed to respondent company as the complainants themselves are defaulters in making the payments which directly hits the construction of the project. The respondent company has sent various reminders to the complainants to clear the dues. The complainants failed to make the payments on time and neglected their obligation to pay the outstanding amount to the respondent company. Instead of compensation to the complainants, it should be paid to the respondent company due to delay in making the payments by the complainants. Vide letter dated 24.10.2011 issued by respondent company, the provisional allotment of the complainants was almost cancelled. This fact has been concealed from Hon'ble Court. The present complaint holds no basis or grounds and is not maintainable as the complainants have not approached this Court with clean hands. The complainants are investors and have accordingly invested in the project of respondent company for the sole reason of investing, earning profits and speculative gains. No documentary proof has been annexed by the complainants to prove the allegations attributed to respondent company with respect to booking made by the complainants in the project of respondent company or to prove that any harassment has been caused to the complainants. The complaint is time barred. The complainants had been sleeping over their rights over 8 years. Therefore, the present complaint is hit by principle of delay and laches and is not maintainable before this forum. The Adjudicating Officer does not have jurisdiction to adjudicate the issue in hand. The complaint filed by the

complainants before Hon'ble Authority has not attained finality. The averments and submissions made by complainants are false, vexatious, misleading and frivolous. Every allegation made by the complainants is specifically and categorically denied. Any amount inconsistent with the statement of account issued by the respondent company is also denied that despite paying more than 95% of amount of total sale consideration, the respondent company has failed to deliver the possession of the booked flat within stipulated period of time i.e. 3 years. No such stipulated period has been given to the complainants by the respondent company at any point of time in handing over of possession of the flat, which is subject to timely payments by the allottees including the complainants and force majeure conditions about which the complainants were well aware of and such conditions have been mentioned in the agreement executed between the parties. The complainants always defaulted in clearing their dues on time, that is why their allotment was once almost cancelled vide letter dated 24.10.2011. It is denied that company officials have been making false excuses on one or other pretext and no fruitful result has come out till date even after passing a long period of 12 years. The suffering of grave mental agony, humiliation and financial loss by the complainants are also denied. The complainants never approached the respondent company nor ever visited the site of the said project. The complainants are making the bald assertions without any proof. As per clause 30 of Apartment Buyer Agreement, if the possession of the independent floor/apartment is delayed beyond a period of 30 months from the

date of execution thereof and the reasons of delay are solely attributable to the wilful neglect or default of the company, then for every month of delay, the purchaser shall be entitled to a fixed monthly compensation/damages/penalty quantified @ ₹5/- per sq. foot of the total super area of the independent floor/apartment. The purchaser agrees that he shall neither claim nor be entitled for any further sums on account of such delay in handing over the possession of the independent floor/apartment. The living of complainants with their family in rented accommodation for the last 12 years and paying huge amount of rent has also been denied. No documentary evidence pertaining to rented accommodation has been annexed. It is also denied that company has committed offence punishable under Section 406/420 IPC. The complainants are trying to mislead the Court by making baseless averments without any substantive grounds. No cause of action has arisen in favour of the complainants to take any action against the respondent company. It is denied that as per Section 18 of RERA Act, if the company fails to provide the accommodation as agreed upon in Apartment Buyer Agreement, in that eventuality the company is liable to return the amount alongwith 21% interest as per equal interest penalty policy. When the construction of the project was commenced, RERA Act was not in operation. The respondent company cannot be penalised for any violations under the said Act as the Act is prospective in nature, it cannot be applied retrospectively. The present complaint cannot be entertained by Adjudicating Officer as the power to grant refund lies with Hon'ble Authority as per recent judgment of Hon'ble Apex

Court. Observations of Hon'ble Supreme Court in Civil Appeal no.5785 of 2019 that the developer cannot compel the apartment buyer to be bound by the one sided contractual terms contained in the Apartment Buyer Agreement, are not applicable to the facts of each case as each case has to be adjudicated on its own merits, facts and circumstances. The compensation calculated by the complainants has no basis. At their own whims and fancies have calculated exaggerated amount. No action can be taken against the respondent company for unfair, dishonest, untrustworthy trade practice and unscrupulous exploitation of consumer. The respondent company have prayed for dismissal of the complaint.

3. Arguments of both learned counsel for the parties have been carefully heard along with meticulous examination of the records of the case.

4. Perusal of the file shows that the complainants Patanjali Bedi and Ms. Manju Bedi had booked 3 BHK flat bearing no.T-39/TF in Tuscan City, Kundli, Sonapat on payment of booking amount of ₹3,00,000/- on 07.07.2010. The total sale consideration of the flat was ₹24,98,918/-. The complainants had paid ₹3,45,000/- on 13.09.2010, ₹16,609/- on 13.09.2010, ₹2,15,000/- on 24.05.2011, ₹4,716/- on 12.10.2011, ₹2,86,926/- on 12.10.2011, ₹24,621/- on 12.10.2011, ₹5,536/- on 12.10.2011, ₹8,288/- on 12.10.2011, ₹2,16,906/- on 02.05.2014, ₹31,272/- on 11.01.2018, ₹2,40,799.65/- on 24.09.2018, ₹2,40,800/- on 31.01.2019, ₹2,40,800/- on 15.02.2019 and ₹2,40,800/- on 26.07.2019. The total amount of ₹24,18,073.85/- has been paid by the complainants. The argument of complainants is that even after payment of 95% of the total amount of sale



consideration, neither possession of the flat has been offered to them nor amount has been paid back. The complainant Patanjali Bedi had filed Complaint no.608 of 2021 before Hon'ble Authority. Vide order dated 10.08.2022 passed by Hon'ble Authority. Copy of order dated 10.08.2022 passed by Hon'ble Authority in Complaint no.608 of 2021 has been downloaded from the website of Authority. In Para no.3 of the said judgment, respondent has been directed to refund amount of ₹24,18,073.87/- paid by the complainant alongwith interest. In Para no.4 of the said judgment interest has been calculated at ₹18,82,751/-, total of which come out to ₹43,00,824.87/-. The respondent was directed to pay the entire amount to the complainant within 90 days of uploading of order on website of the Authority. It is the argument of complainants that even till now the amount has not been refunded by the respondent company to the complainants. In Para no.3 of the order passed by Hon'ble Authority in Complaint no.608 of 2021, it has been observed by Hon'ble Authority that respondent has failed to specify the definite date by which the respondent company will be able to handover possession of the flat to the complainant. Though it is the case of respondent that the occupation certificate has been applied on 09.05.2014 but it has not been issued till date. Hon'ble Authority has observed that issuance of occupation certificate might be defective due to which Department of Town and Country Planning has not granted occupation certificate till date. It has also been observed that no offer for delivery of possession of flat has been made till now. Already an extraordinary delay has been caused by the respondent to complete and deliver the flat to the

complainants which amounts to breach of terms of Apartment Buyer Agreement. Delivery of possession alongwith occupation certificate does not seem possible in near future. It has also been observed that respondent has been using the amount deposited by the complainant for the last 12 years without any reasonable justification.

5. Since the amount of ₹24,18,073.87/- is being used by the respondent since 2010, it amounts to wrongful loss to the complainant and wrongful gain to the respondent and the amount is quantified, for which the complainant is entitled to be compensated.

6. The complainants have also sought compensation on medical grounds. It has been argued by the complainants that the complainant Ms. Manju Bedi had suffered hypertension and acute vertigo because of the conduct of respondent in not handing over possession of the flat to the complainants. A number of time the complainants had visited the office of respondent company with a prayer to handover possession of the flat so that they could shift to their flat and stop paying rent for the house in which they were residing on rent. Despite that possession was not handed over which resulted into various medical problems to both the complainants. The complainants have placed on record copy of discharge summary of complainant Ms. Manju Bedi showing that because of accelerated hypertension with acute vertigo, she was hospitalised on 12.06.2016 and was discharged on 15.06.2016. The complainants have also placed on record copy of OPD Card dated 29.04.2022 of Park Hospital with the complaint of nasal

block. They have also placed on record copy of certificate issue by Dr. R.B. Kapoor which is dated 07.10.2022 certify that Mr. Patanjali Bedi, the present complainant has been suffering from hypertension and diabetes and so regularly taking his consultation and medicine for about 5-6 years. Copies of bills dated 08.10.2022 one in the name of complainant no.1 Patanjali Bedi and second in the name of complainant no.2 Manju Bedi. There is copy of prescription in the name of Ms. Manju Bedi from Happy Family Hospital dated 04.10.2022. It is the argument of complainants that because of non-delivery of possession of flat by the respondent company, all these medical problems had been faced by both the complainants. It is pertinent to mention here that the first medical document placed on record by the complainants is the copy of discharge summary of Ms. Manju Bedi complainant no.2, she was having complaint of sever vertigo, vomiting and headache. The history of illness has also been narrated, there is nothing on record to show that the complaint of sever vertigo, vomiting and headache was because of not delivery of possession of the flat by the respondent company to the complainants. There is no medical record in between the year 2016-2022. There is one copy of OPD card dated 29.04.2022 of Ms. Manju Bedi complainant no.2 from Park Hospital and the complaint has been shown as nasal block. How the complaint of nasal block can be attributed to the respondent if he has not delivered possession of the flat by that time. Copy of prescription dated 04.10.2022 of Ms. Manju complainant no.2 issue from Happy Family Hospital Karnal shows that she was having hypertension for the last 5-6 years. Copy of

certificate dated 07.10.2022 of complainant no.1 Mr. Patanjali Bedi also shows that he was suffering from hypertension and diabetes and regularly taking consultation from Dr. R.B. Kapoor for the last 5-6 years and copies of medical receipts have been placed on the record. The present complaint has been filed on 22.06.2022 and these certificates have been taken after filing of complaint to procure evidence. There are no medical record in between 2016-2022 of Ms. Manju Bedi complainant no.2 and there is no medical history of Mr. Patanjali Bedi complainant no.1 prior to October 2022. All the medical complications either of the complainant no.1 or of complainant no.2 cannot be attributed to respondent. Hence no amount of compensation is being granted under the medical head.

7. Next ground for seeking compensation from the respondent is that the family of the complainants wanted to shift to the flat booked in Tuscan City, Kundli, Sonapat, project of the respondent. Since the respondent has not delivered possession of the flat to the complainants, they had no option but to live in rented accommodation. They have placed on record copies of rent agreements dated 13.04.2013, 17.06.2015, 06.11.2017 and 05.08.2022. In the present case, the flat was booked in the year 2010 and the booking amount was paid on 07.07.2010. Flat Buyer Agreement was executed between the parties on 20.12.2012. Neither the complainants nor the respondent has annexed copy of Flat Buyer Agreement dated 20.12.2012. In copy of judgment dated 10.08.2022 in Complaint no.608 of 2021 titled as Patanjali Bedi v/s TDI Infrastructure Ltd., passed by Hon'ble

Authority shows that at page 2, para no.1, it has been mentioned that delivery of flat was to be made within 30 months from the date of agreement, thus deemed date of delivery was 20.08.2014. The first copy of rent deed placed on record by the complainants is rent agreement dated 13.04.2013 between Smt. Urvashi Devi landlady and Sh. Patanjali Bedi complainant no.1. This rent deed is w.e.f. 01.04.2013 for a period of 11 months at monthly rent of ₹8,200/-. The next copy of rent deed placed on record is rent agreement dated 17.06.2015 w.e.f. 17.06.2015 and for a period of 11 months. This rent deed is between Mr. Rajinder Maula landlord and Mr. Vikas Bedi son of the complainants. The monthly rent has been mentioned as ₹15,500/-. There is no rent deed between these two deeds i.e. w.e.f. 01.03.2014 to 16.06.2015. Regarding this copy of rent deed dated 17.06.2015, the objection of learned counsel for respondent is that it is not in favour of either of the complainant but in favour of son of the complainants. Similarly there is no rent deed w.e.f. 16.05.2016 to October 2017, as the next copy of rent agreement placed on record by the complainants is dated 06.11.2017 between Mr. Vikas Bedi son of the complainants and Mr. Pawan Kumar landlord w.e.f. November 2017 to October 2018 for 11 months at monthly rent of ₹17,500/-. Since October 2018 till July 2022, there is no rent deed. The last rent deed copy of which has been placed on the record is dated 05.08.2022 w.e.f. 01.08.2022 to 01.07.2023 at a monthly rent of ₹11,000/-. Since possession of the flat by the respondent was to be handed over on 20.08.2014, no compensation for amount of rent paid by the complainants till then is being allowed. So far as the

compensation for rent for remaining months is concerned, it is pertinent to mention here that if possession of the flat would had been handed over to the complainants, obviously they would have shifted to that flat in the project of the respondent. In the absence of delivery of possession by the respondent to the complainants, the complainants had no option but to live in rented house and pay the exorbitant rates of rent. The first rent deed is dated 13.04.2013 w.e.f. 01.04.2013 to 28.02.2014, this rent deed is not being taken into consideration for paying compensation on account of rent. The next rent deed is dated 17.06.2015 for a period of 11 months at a monthly rent of ₹15,500/-. Though this rent deed is between the landlord and Mr. Vikas Bedi son of the complainants, it is worthwhile to mention here that there is nothing on record that Mr. Vikas Bedi son of complainants was living separately from the complainants. In the first copy of rent agreement, the address of the premises let out is house no.1764-A, Sector-6, Karnal and in the rent agreement dated 17.06.2015 the same address of Mr. Vikas Bedi has been mentioned. Hence this rent agreement is being taken into consideration and calculating the amount of rent paid by the complainants would come to  $₹15,500 \times 11 = ₹1,70,500/-$ . On the same analogy, the rent agreement dated 06.11.2017 between Mr. Vikas Bedi and landlord is being taken into consideration. The amount of rent has been mentioned as ₹17,500/- per month and the total amount of rent paid comes to  $₹17,500 \times 11 = ₹1,92,500/-$ . There is no copy of rent deed in between for period of November 2018 to July 2022. In the present case, the compensation amount on account of rent would be paid till

the passing of order i.e. 25.11.2022. The rent deed w.e.f. 01.08.2022 is @ ₹11,000/- <sup>per sq</sup> month and rent of period of 4 months comes to ₹11,000 X 4 = ₹44,000/- . The total amount of rent paid by the complainants comes to ₹1,70,500/- + ₹1,92,500/- + ₹44,000/- = ₹4,07,000/-. Hence amount of ₹4,07,000/- is being paid on account of payment of rent.

8. The next ground of compensation sought by the complainants is the transportation charges which the complainant no.1 Sh. Patanjali Bedi has spent on visiting the Court for hearing or with Advocate for preparing the case or consultation fee. Complainants have placed on record copies of transportation bills dated 27.04.2022 in the sum of ₹2,700/- and dated 19.09.2022 in the sum of ₹2,810/- both issued by Sufi Tour and Travels, Vishkarma Chowk, Hisar, dated 20.05.2022 in the sum of ₹2,600/- and 25.07.2022 in the sum of ₹2,750/- both issued by Shakti Travels, Govind Nagar, Hisar and dated 10.06.2022 in the sum of ₹2,650/- and dated 15.06.2022 in the sum of ₹2,760/- both issued by Apaar Bedi Carrier and Logistics, Karnal. It is the argument of the complainants that the complainant no.1 had travelled by taxi on these dates either for consultation with Advocate or to attend the hearing. The first copy of bill placed on record by the complainants is dated 27.04.2022. Till that time complaint was not instituted and there was no hearing. So far as visiting with Sh. Surinder Kumar Kashyap, Advocate is concerned, the first copy of consultancy bill produced <sup>by sq</sup> to him is dated 10.04.2022. The date of travelling bill does not tally with receipt issued by Advocate. Moreover, there is no justification as to why taxi was called from Hisar

particularly when the complainants were residing at Karnal. The second copy of bill for travelling is dated 20.05.2022. On the same analogy, the first copy of consultation fee bill issued by Sh. Surinder Kumar Kashyap, Advocate is dated 25.05.2022. The travelling bill is also from taxi agency at Hisar. The third copy of travel bill is dated 10.06.2022. By that time also the complaint had not been filed and there was no hearing in the Court. The copy of bill for consultation charges issued by Advocate is dated 12.06.2022. Both the dates do not tally. Next copy of travel bill is dated 15.06.2022. Neither in the copies of bill dated 22.04.2022, 10.06.2022 or 15.06.2022 it is not mentioned as to where Sh. Patanjali Bedi complainant no.1 had gone. The next copy of travel bill is dated 25.07.2022 and the destination has been shown as Delhi, it is not apparent why the complainant no.1 had gone to Delhi on 25.07.2022 when the complaint has already been filed at Panchkula. The next copy of bill dated 19.09.2022 from travel agency based at Hisar and it is not apparent where the complainant had gone as the place of destination has not been written. Though, it is the argument of the complainants that the complainant no.1 had been visiting time and again either for consultation with Advocate or for hearing of the Court, it is pertinent to mention here that till 29.09.2022 not even on a single date of hearing, the complainant no.1 had come personally. All the times he had been appearing through video conferencing. The date 29.09.2022 is taken as the complainants have produced the copies of travelling bills till 19.09.2022. Since, the complainant no.1 has failed to prove that he had been travelling from Karnal to



Panchkula for the purpose of either consultation or attending the hearing, no bill of travelling is being considered for granting compensation. It is also relevant to point it out here that Sh. Surinder Kumar Kashyap, Advocate is based at Karnal, he has given his chamber's address at Karnal. There is no point to rush to Chandigarh for consultation or travelling. Hence no compensation is being granted on this ground.

9. The next ground taken by the complainants for claiming compensation is reimbursement of charges of consultation which had been paid by them to Advocate. The complainants have placed on record three copies of bills/receipts as consultation fee by Sh. Surinder Kumar Kashyap, Advocate. It is very interesting to note that on all the three bills/receipts issued by Sh. Surinder Kumar Kashyap, Advocate which are dated 10.04.2022, 25.05.2022 and 12.06.2022, the bottom line is written as for drafting the matter in Patanjali Bedi Vs. TDI Infrastructure Ltd., which is pending before learned Adjudicating Officer, HRERA, Panchkula. It is worthwhile to point it out here that till 12.06.2022 no case was pending before this Court and it was filed on 22.06.2022. It appears that all the copies of bills/receipts as consultation fee by Advocate have been manipulated afterwards to get enhanced compensation. Hence, the copies of the bills for consultation fee of the Advocate are not been taken into consideration. If the complaint was already pending before this Court, what was to be drafted in pending complaint? However, litigation cost of sum ₹25,000/- is being awarded as a whole.

10. So far as the relief clause is concerned, the complainants have also sought default amount along with interest @ 21% per annum which comes to ₹45,50,680/- and penalty for delaying 10% of total amount of floor which comes to ₹2,40,000/-. It is worthwhile to mention here that for these two reliefs, the complainants are at liberty to file complaint with Hon'ble Authority. Hence, no amount of compensation is being granted against these two heads.

11. Sequel to aforesaid observation, the present complaint is partly allowed.

12. The calculation of compensation is tabulated below:

Amount Paid (in ₹)	Time period	Rate	Compensation Amount (in ₹)
₹3,00,000/-	07.07.2010 to 25.11.2022	6%	₹2,23,151/-
₹3,61,609/-	13.09.2010 to 25.11.2022	6%	₹2,64,936/-
₹2,15,000/-	24.05.2011 to 25.11.2022	6%	₹1,48,580/-
₹3,30,087/-	12.10.2011 to 25.11.2022	6%	₹2,20,462/-
₹2,16,609/-	02.05.2014 to 25.11.2022	6%	₹1,11,603/-
₹31,272/-	11.01.2018 to 25.11.2022	6%	₹9,150/-
₹2,40,799/-	24.09.2018 to 25.11.2022	6%	₹60,325/-
₹2,40,800/-	31.01.2019 to 25.11.2022	6%	₹55,219/-
₹2,40,800/-	15.02.2019 to 25.11.2022	6%	₹54,625/-
₹2,40,800/-	26.07.2019 to 25.11.2022	6%	₹48,252/-
₹24,18,073/-			₹11,96,303/-

13. The total compensation comes to ₹11,96,303/- + ₹25,000 + ₹4,07,000/- = ₹16,28,303/- (Rupees Sixteen Lakh Twenty Eight Thousand Three Hundred and Three only).

14. In these terms, the present complaint is partly allowed. The respondent is directed to pay amount of ₹16,28,303/- (Rupees Sixteen Lakh Twenty Eight Thousand Three Hundred and Three only) within 90 days to the complainants. First instalment is to be paid within 45 days from the date of uploading of this order and remaining amount within next 45 days.

15. The present complaint stands disposed of. File be consigned to record room after uploading of this order on the website of the Authority.

25.11.2022



*Sarita Gupta*

(DR. SARITA GUPTA)  
ADJUDICATING OFFICER

Note: This judgement contains 19 pages and all the pages have been checked and signed by me.

*Sarita Gupta*

(DR. SARITA GUPTA)  
ADJUDICATING OFFICER