



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint no.:</b>	<b>2265 of 2022</b>
<b>Date of filing:</b>	<b>07.09.2022</b>
<b>First date of hearing:</b>	<b>09.02.2023</b>
<b>Date of decision:</b>	<b>18.10.2023</b>

### 1. Complaint No. 2265 of 2022

Rachna Singhania,  
W/O Sh. Anand Sinhjanja,  
H.no.84, HUDA, Sector-11, Panipat,  
Haryana-132103

.....COMPLAINANT

Versus

Housing Board Haryana  
C-15, Awas Bhawan,  
Sector-6, Panchkula, Harayana

.....RESPONDENT

<b>Complaint no.:</b>	<b>2266 of 2022</b>
<b>Date of filing:</b>	<b>07.09.2022</b>
<b>First date of hearing:</b>	<b>09.02.2023</b>
<b>Date of decision:</b>	<b>18.10.2023</b>

*Fattue*

**2. Complaint No.2266 of 2022**

Pushpa Devi Singhania  
W/O Sh.Mohan Lal Singhania  
H.no.85, HUDA, Sector-11, Panipat,  
Haryana-132103

.....COMPLAINANT

Versus

Housing Board Haryana  
C-15, Awas Bhawan,  
Sector-6, Panchkula, Harayana

.....RESPONDENT

<b>Complaint no.:</b>	<b>2267 of 2022</b>
<b>Date of filing:</b>	<b>07.09.2022</b>
<b>First date of hearing:</b>	<b>09.02.2023</b>
<b>Date of decision:</b>	<b>18.10.2023</b>

**3. Complaint No. 2267 of 2022**

Kela Devi  
W/O Sh.Sukhbir Singh  
Bear Dholly Copal Ward No. 10, Village Sewah, Panipat,  
Haryana-132103

.....COMPLAINANT

Versus

Housing Board Haryana  
C-15, Awas Bhawan,  
Sector-6, Panchkula, Harayana

.....RESPONDENT



<b>Complaint no.:</b>	<b>2298 of 2022</b>
<b>Date of filing:</b>	<b>07.09.2022</b>
<b>First date of hearing:</b>	<b>09.02.2023</b>
<b>Date of decision:</b>	<b>18.10.2023</b>

**4. Complaint No. 2298 of 2022**

Mr. Badri Prasad Gupta,  
Plot no.8-9, 1<sup>st</sup> floor, Pocket B-3,  
Rohini, Sector-11,  
Delhi

.....COMPLAINANT

Versus

Housing Board Haryana  
C-15, Awasthawan,  
Sector-6, Panchkula, Haryana

.....RESPONDENT

<b>Complaint no.:</b>	<b>2307 of 2022</b>
<b>Date of filing:</b>	<b>07.09.2022</b>
<b>First date of hearing:</b>	<b>09.02.2023</b>
<b>Date of decision:</b>	<b>18.10.2023</b>

**5. Complaint No. 2307 of 2022**

Mr. Balbir Singh,  
S/O Sh.Chotu Ram  
H.no.1850, HUDA, Sector-18, Panipat,  
Haryana-132103

.....COMPLAINANT

Versus



Housing Board Haryana  
C-15, Awas Bhawan,  
Sector-6, Panchkula, Harayana

.....RESPONDENT

**CORAM: Dr. Geeta Rathee Singh  
Nadim Akhtar**

**Member  
Member**

**Date of Hearing: 18.10.2023**

**Present: -** Mr. T.P Singh Chauhan, Id counsel for the complainant in all complaints.  
Mr. Rajesh Kaul, learned counsel for the respondent in all complaints.

**ORDER (DR. GEETA RATHEE SINGH - MEMBER)**

1. Present bunch of 5 complaints filed by the complainant under Section 31 of 'The Real Estate (Regulation & Development) Act, 2016' (hereinafter referred as RERA, Act of 2016) read with Rule 28 of 'The Haryana Real Estate (Regulation & Development) Rules, 2017' for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them. As facts and circumstances of these complaints are similar and pertain to



the same project of the respondent, therefore, entire bunch is being taken up together for hearing and complaint No. 2265 of 2022 titled 'Rachna Singhania versus Housing Board Haryana' is taken as lead case. All these 5 complaints shall be disposed of by passing of this common order.

**A. UNIT AND PROJECT RELATED DETAILS OF COMPLAINT**

**NO.2265 OF 2022**

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Built up multi storeyed flats for industrial workers at Barhi, Sonipat
2.	Name of the promoter	Housing Board Haryana
3.	RERA registered/not registered	Unregistered
4.	Unit no.	75-A
5.	Unit area	42 sq.mts approx
6.	Date of builder buyer agreement	Not executed
7.	Due date of offer of possession	30.06.2012
8.	Possession clause in BBA	Not available
9.	Total sale consideration	₹15,40,309/-
10.	Amount paid by complainants	₹1,99,000/-
11.	Offer of possession	19.02.2018




**B. FACTS OF THE LEAD COMPLAINT**

3. That Housing Board Haryana issued an advertisement in the prospectus inviting applications for purchase of built up multi storeyed flats for industrial workers's and industrial units/ entrepreneurs in the project located at Barhi, District Sonapat (Annexure A/1).
4. That complainant applied under the above scheme of Housing Board Haryana form no.3151 and deposited an amount of Rs.79,000/- through demand draft as 10% for advance deposit for booking the flat. A copy of application form annexed as Annexure A-2 and copy of acknowledgment slip is annexed as Annexure A- 3.
5. That respondent issued registration no.9 and further asked for depositing additional amount of Rs.1,20,000/-. The complainant deposited the said amount for confirming her booking in 2010. Copy of demand draft no.103572 in name of housing board is annexed as Annexure A-4.
6. Complainant never received any communication from the respondent for 8 long years without issuing any acknowledgment or information relating to flat. On 19.02.2018, complainant received acknowledgment. However, she was shocked to know that the total cost of the project was raised to double from the previous mentioned amount without any explanation and



option to the complainant to withdraw. A copy of letter dated 19.02.2018 is annexed as Annexure A-5.

7. Aggrieved by the same, complainant visited the Estate Manager, Sonipat for seeking explanation letter before increasing the price of the flat to double the initial amount mentioned in the brochure. The complainant clarified that the amount is not affordable for her and she would not be able to pay the amount mentioned above and requested them for surrender flat, if the amount is not reduced to the initial amount. The complainant submitted all her documents with department on 16 March 2018 for withdrawal of plot due to such high prices which was received by Mr Tajinder Singh.
8. Respondent kept her amount for a period of more than 12 years by giving false hopes of affordable flat for industrial holders. Complainant visited the department twice to request the authorities for her refund along with other allottees. It has been more than four years since her application for refund was submitted, however, the authorities did not pay any heed to the requests which left the complainant with no other option than to filling this complaint. Further, HRERA Panchkula was faced with similar facts and circumstances in **complaint number 92 of 2019** in case of **Ram Mehar Singh V. Housing Board Haryana** and **complaint no.737**



of 2019 titled as **Kuldeep Sharma versus Housing Board Haryana** wherein the Hon'ble Authority has ordered for refund to the complainants.

**C. RELIEF SOUGHT**

9. Complainants sought following relief :

- (i) That the deposit of complainant of Rs.1,99,000/- shall be refunded with interest @17%P.A.which becomes Rs.4,05,960/- Total amount becomes Rs.6,04,960/-.
- (ii) Rs.50,000/- as cost of legal and other expenses.
- (iii) Complainant be compensated with harassment and mental trauma RS 50,000/-
- (iv) Any other order that the authority deems fit.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

10. Respondent had filed its reply on 26.07.2023, wherein it is submitted that present complaint is not maintainable in the present form against the respondent and instant complaint is liable to be dismissed as no cause of action has accrued in favour of the complainant to file the present complaint. Complainant had filed the present complaint without exhausting the proper remedies available to her and without approaching the Housing Board authorities for redressal of her grievance. Hence the present complaint is premature and thus liable to dismissed.





11. That present project was launched in the year 2010 and at that time RERA Act had not come into existence. Therefore, Authority has no jurisdiction.
12. That the complainant has portrayed the answering respondent as a Developer of Real Estate whereas Housing Board Haryana (hereinafter the Board) is an establishment of Government of Haryana under the Haryana Housing Board Act 1971 (Haryana Act No. 20 of 1971). The respondent is a statutory body and not a mere Real Estate Developer.
13. That complainant has applied for Type-B-I flat at Barhi against her Provisional. Regd. No. 9 and Final Regd. No. 9. That after completion of flats at Barhi, the draw of flats was held on 06.12.2017. Allotment letters dated 19.02.2018 was issued by the concerned Estate Manager and complainant was allotted Flat No. 75-A, Type-I flat, at Barhi and possession was offered to the complainant. It is the complainant who failed to deposit the allotment money and to take possession of flat. That complainant surrendered the flat vide application dated nil received in the o/o Estate Branch, HBH, Sonipat on 14.05.2018.
14. Complainant has not deposited allotment money for taking possession of flat and surrendered the flat. Hence the complainant is entitled for refund of deposited amount as per clause-13 of Haryana Housing Board Act



(Allotment Management and Sale of Tenements Regulation, 1972. Clause 13 is reproduced as under:

***Clause 13 Refund of amount of initial payment:***

*"Where any applicant is allotted a tenement under those regulation but he fails to take possession of the same within a period of 30 days from the date of receipt of the allotment letter issued to him/her or surrenders the same at any time his/her name shall be removed from the allotment register and 50% of the amount deposited with the application at the time of registration shall be forfeited to the Board and balance refunded to him/her without interest".*

As per provisions contained in above regulation, an amount of Rs.1,59,500/- has been refunded by Housing Board Haryana to the complainant vide Cheque No. 186826, dated 02.12.2022. That the complainant is neither entitled for refund of claimed amount of Rs.4,05,960/- with 17% per annum interest nor entitled for any compensation.

15. That the present project was planned in such a way as to likely be available for allotment by 28.02.2013. However, the construction of the same was delayed due to delay of the contractor and work was completed in the year 2014. Thereafter, in the year 2017, development works were completed. Accordingly, possession was offered to the

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allottees on the cost calculated on actual expenditure. Hence, the respondent board is at no fault and has acted genuinely, fairly, un-arbitrarily based on uniform approach and natural justice. In fact the flats were advertised at tentative cost in 2010 and the cost was subject to change as per the increase in construction cost, ELC and other factors. Project was completed in year 2017, there was no intentional or willful delay on part of the respondent Board, but the same had occurred due to circumstances beyond the control and the final cost of the flat was intimated to the complainant after taking all the factors into consideration. The complainant is misrepresenting that the tentative cost mentioned in the brochure was the final cost and hence she is referring to the demand raised as per the final cost, as an escalation

16. All these claims of the complainant are false, baseless and illegal. The complainant has concealed all the above said true and material facts from this Hon'ble Authority. Therefore, the complainant deserves no sympathy or relief from this Hon'ble Authority and the present complaint is liable to be dismissed with costs on this ground alone.
17. The judgment relied upon by the complainant is not applicable to the facts of the present case as each and every case has its own facts and each case has to stand on its own legs.

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**E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT  
AND RESPONDENT**

18. During course of hearing ld counsel for complainant stated that respondent has refunded an amount of ₹1,59,500/- as per Housing Board policy, by forfeiting 50% of amount deposited. However, respondent had not provided the refund as per RERA Act, 2016. On the other hand, counsel for respondent stated that RERA Act is not applicable on respondent as explained in written reply. Hence, refunded the amount to complainant as per Housing Board policy. Respondent not liable to provide refund as per RERA Act, 2016.

**F. ISSUE FOR ADJUDICATION**

19. Whether the complainant is entitled to refund of amount deposited by her along with interest in terms of Section 18 of Act of 2016?

**G. OBSERVATIONS OF THE AUTHORITY**

20. After taking into consideration the facts and circumstances of the case and arguments put forth by both the parties and judgements referred by complainant, Authority observes that following issues needs to be decided by this Authority.

- (i) Firstly, whether the present complaint is maintainable before the Authority or not? In this regard the Authority observes, it needs to be examined whether respondent (Housing Board Haryana) falls



under the definition of promoter provided in RERA Act, 2016 and whether there exists a relationship of allottee and promoter between the complainant and respondent. For this purpose, definition of “promoter” under section 2(zk) needs to be perused. Definition is provided below:

*(zk) “promoter” means,—*

*(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or*

*(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or*

*(iii) any **development authority** or any other public body in respect of allottees of—*

*(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or*

*(b) **plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or***

*(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or*

*(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or*

*(vi) such other person who constructs any building or apartment for sale to the general public.*



Plain reading of the definition given under section 2(zk) makes it clear that any development authority at whose disposal plots have been placed by the Government for sale is a promoter in respect of allottees of those plots. Here, Housing Board Haryana is a development Authority that with the authority of Government of Haryana has issued allotment letter to complainant on 19.02.2018 of Flat No. 75-A Type-I flat at Barhi, Sonipat. Hence, Housing Board is covered under the definition of promoter under section 2(zk).

- (ii) The plot was allotted by the respondent to the complainant-allottee, as per S.2(d) of the RERA Act, "allottee" is defined as follows:

*(d) "allottee" in relation to a real estate project, means the person to whom a plot apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given. on rent:*

As per Ss. 2(zj) & (zn) of the RERA Act. "project" & "real estate project" are defined respectively as follows:

*(zj) "project" means the real estate project as defined in clause (zn):*

*(zn) "real estate project means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose*



*of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;*

A conjoint reading of the above sections shows that Housing Board is a promoter in respect of allottees of flats sold by it in its real estate project and therefore there exists a relationship of an allottee and promoter between the parties. Since, relationship of an allottee and promoter between complainant and respondent is established and the issues deals with real estate project developed by respondent, hence, provisions of RERA Act, 2016 apply to the matter and Authority has the exclusive jurisdiction to deal with the matter. Furthermore, the preamble of RERA Act, 2016 provides as under.

*An Act to establish the real estate regulatory authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the appellate tribunal to hear appeals from the decisions, directions or orders of the real estate regulatory authority and the adjudicating officer and for matters connected therewith or incidental thereto;*

The RERA Act, 2016 basically regulates relationship between buyer (i.e., allottee) and seller (i.e., promoter) of real estate, i.e.,



plot, apartment or building, as the case may be and matters incidental thereto. Hon'ble Bombay High Court in the case **Neelkamal Realtors Suburban Pvt. Ltd. and Ors. v. Union of India and Ors.** 06.12.2017 - BOMHC, observed: *"In my opinion RERA does not fall under Entry 42 in List III- Concurrent List of the Seventh Schedule, namely, Acquisition and requisitioning of property. RERA fall under Entry 6, namely, Transfer of property other than agricultural land; registration of deeds and documents, Entry 7-contracts, including partnership, agency, contracts of carriage and other special forms of contracts, but not including contracts relating to agricultural land and Entry 46, namely, jurisdiction and powers of all courts, except the Supreme Court, with respect to any of the matters in List III-Concurrent list of the Seventh Schedule".*

The scope of this Act is limited to contracts between buyers and promoters and transfer to property. Both these items fall within the concurrent list III: entry-6 and entry-7 read with entry-46. This Act regulates the transactions relating to the sale of above-mentioned real estate products, for an orderly growth of real estate market, by protecting the interests of different stake holders in a balanced manner and facilitating the consumer/buyer to make informed





choice. Therefore, the Authority has jurisdiction to decide the present matter.

- (iii) Second issue is whether complainant is entitled for refund or not? In this regard, it is admitted fact that complainant had applied for allotment of flat under a scheme floated by respondent in year 2010. Said scheme was aimed at providing houses to industrial workers. The price of the house in the advertisement given by the respondent was Rs.7.90 lacs. A person applying under the scheme was required to pay 10% of the total price as booking amount. The complainant after adjudging his own financial position and capability to purchase house at the quoted price, had applied in response to respondent's advertisement. The respondent within a reasonable time of booking was expected to disclose the exact price of house to the complainant and also to complete all necessary steps for delivering possession of the purchased unit. After collecting money from the complainant, the respondent was not expected to prolong the completion of the project unreasonably or even to demand double the sale price of the house because such conduct on his part was bound to frustrate the very benevolent purpose with which the scheme was formulated for industrial workers. The government provides land for building of houses

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under such scheme at subsidized rates and also facilitates arrangement of loan on subsidized rate to allottees of such scheme. The whole idea is to squeeze the sale price of flats to a level within the reach of industrial workers. How can the respondent then be allowed to render the allottees of such a scheme to face a situation when it becomes practically impossible for them to purchase the house at the rate double than for which they had agreed to purchase it.

- (iv) The respondent in present case has not completed the project within a reasonable time and has disclosed the exact price of the house to the complainant after 8 years of the launching of the project. The respondent has been utilizing an amount of Rs.1,99,000/- lacs, already paid by the complainant, for all these years without paying any interest. Such conduct of the respondent being unreasonable and unconscionable cannot be legally sustained. The only submission made by respondent counsel to escape the liability of refunding the amount alongwith interest is that the project for which possession was planned to be delivered by 30.06.2012, could not be completed due to delay caused by contractor who was engaged for carrying out construction work. Undeniably, the contractor was engaged as per the choice of



respondent and the respondent was expected to supervise the work of contractor and in case of necessity, was also expected to change the contractor for the purpose of ensuring timely delivery. So, the argument put forth by respondent's learned counsel deserves rejection and the respondent cannot escape his own liability by shifting blame to contractor.

- (v) No doubt that there are bye laws of the respondent board which provides for deduction of 50% of the amount paid at the time of registration, in case an allottee wants to withdraw from the project/does not take possession within 30 days of offer of possession, but the principle so enshrined in bye laws, in considered opinion of the Authority, will be applicable only in those cases where there is no default on part of respondent board in discharging its obligation towards allottees. The respondent Board cannot be allowed to take shelter of such bye laws for deduction of 50% of said amount in case of an allottee for whom the respondent himself has created circumstances rendering him practically unable to bear the cost of the house. The present case falls in this category because the respondent due to his own negligent act has created such circumstances. So, the Authority finds it a fit case for refund of paid amount without any deduction.



(vi) Further, Hon'ble Supreme Court in the matter of "***Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*** " in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

*"25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*



The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession. The complainant wishes to withdraw from the project of the respondent, therefore, Authority finds it to be fit case for allowing refund in favour of complainant.

- (vii) The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

*(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation.-For the purpose of this clause-*

*(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*

*(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;*

21. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest

which is as under:



*“Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”.*

22. Consequently, as per website of the state Bank of India i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date respective dates, i.e., 20.12.2022 is 8.60% and 18.10.2023 is 8.75%. Accordingly, the prescribed rate of interest will be MCLR + 2% ,i.e., 10.60% and 10.75%.
23. From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERA Act, 2016 and the complainant is entitled for refund along with interest. Thus, respondent will be liable to pay the complainant, interest from date of payments till the date of refund, i.e., 20.12.2022. Further, as respondent had already refunded an amount of ₹1,59,500/- to the complainant on 20.12.2022, thus, respondent is liable to refund the balance amount, i.e., 39500/- and interest w.r.t said amount from date of refund till date



of order, i.e, 18.10.2023. Authority has got calculated the total amount along with interest as per detail given in the table below:

1. Complaint no.2265 of 2022 titled as Rachna Singhania v. Housing Board Haryana

Sr.no.	Principal amount	Date of payments	Date of refund	Interest from date of payments till date of refund
1.	₹79,000/-	19.03.2010	20.12.2022	₹1,06,912/-
2.	₹1,20,000/-	27.08.2010	20.12.2022	₹1,56,787/-
	Total= 1,99,000/-			Total= 2,63,699/-

Sr.no	Balance principal amount (principal amount - refunded amount)	Date of refund	Date of order	Interest from date of refund till date of order
1.	₹39,500/-	20.12.2022	18.10.2023	₹3525/-

Total amount to be refunded to the complainant

$$= ₹2,63,699/- + ₹39,500/- + ₹3525/- = ₹3,06,724/-$$

- A. Complaint no. 2266 of 2022 titled as Pushpa Devi Singhania v. Housing Board Haryana

Sr.no.	Principal amount	Date of payments	Date of refund	Interest from date of payments till date of refund
1.	₹79,000/-	19.03.2010	20.12.2022	₹1,06,912/-
2.	₹120,000/-	27.08.2010	20.12.2022	₹1,56,787/-
	Total= 1,99,000/-			Total= 2,63,699/-



Sr.no	Balance principal amount (principal amount -refunded amount)	Date of refund	Date of order	Interest from date of refund till date of order
1.	₹39,500/-	20.12.2022	18.10.2023	₹3525/-

Total amount to be refunded to the complainant

$$= ₹2,63,699/- + ₹39,500/- + ₹3525/- = ₹3,06,724/-$$

B.Complaint no. 2267 of 2022 titled as Kela Devi v. Housing Board  
Haryana

Sr.no.	Principal amount	Date of payments	Date of refund	Interest from date of payments till date of refund
1.	₹79,000/-	19.03.2010	20.12.2022	106912/-
2.	₹1,20,000/-	06.09.2010	20.12.2022	156439/-
	Total= 1,99,000/-			Total= 2,63,351/-

Sr.no	Balance principal amount (principal amount -refunded amount)	Date of refund	Date of order	Interest from date of refund till date of order
1.	₹39,500/-	20.12.2022	18.10.2023	₹3525/-

Total amount to be refunded to the complainant

$$= ₹2,63,351/- + ₹39,500/- + ₹3525/- = ₹3,06,376/-$$

C.Complaint no. 2298 of 2022 titled as Mr. Badri Prasad v. Housing  
Board Haryana





Sr.no.	Principal amount	Date of payments	Date of refund	Interest from date of payments till date of refund
1.	₹79,000/-	19.03.2010	20.12.2022	₹1,06,912/-
2.	₹1,20,000/-	23.08.2010	20.12.2022	₹1,56,926/-
	Total= 1,99,000/-			Total= ₹2,63,838/-

Sr.no	Balance principal amount (principal amount -refunded amount)	Date of refund	Date of order	Interest from date of refund till date of order
1.	₹39,500/-	20.12.2022	18.10.2023	₹3525/-

Total amount to be refunded to the complainant

$$= ₹2,63,838/- + ₹39,500/- + ₹3525/- = ₹3,06,863/-$$

D.Complaint no. 2307 of 2022 titled as Mr. Balbir Singh v. Housing Board Haryana

Sr.no.	Principal amount	Date of payments	Date of refund	Interest from date of payments till date of refund
1.	₹79,000/-	19.03.2010	20.12.2022	₹1,06,912/-
2.	₹120,000/-	12.08.2010	20.12.2022	₹1,57,310/-
	Total= 1,99,000/-			Total= 2,64,222/-

Sr.no	Balance principal amount (principal amount -refunded amount)	Date of refund	Date of order	Interest from date of refund till date of order
1.	₹39,500/-	20.12.2022	18.10.2023	₹3525/-

*Rathore*

Total amount to be refunded to the complainant

= ₹2,64,222/- + ₹39,500/- + ₹3525/- = ₹3,07,247/-

24. Further, the complainant is seeking compensation on account of mental harassment caused to the complainant and litigation expenses. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

**J. DIRECTIONS OF THE AUTHORITY**

25. Hence, the Authority hereby passes this common order in this bunch of 5 complaints and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as



per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- (i) Respondent is directed to refund the amount to the complainants as mentioned in para 23.
- (ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

26. **Disposed of.** File be consigned to record room after uploading of the order on the website of the Authority.

  
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**NADIM AKHTAR**  
[MEMBER]

  
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**DR. GEETA RATHEE SINGH**  
[MEMBER]