

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint no.	1352 of 2021
Date of filing of complaint	05.03.2021
Date of decision	30.04.2024

Sumit Kumar Tiwari
R/o: - Plot no. 128, NH-8, Gurugram

Complainant

Versus

M/s Revital Realty Pvt. Ltd.
1114, Hemkunt Chambers, 89, Nehru Place, New Delhi-
110019

Respondent

CORAM:

Shri Arun Kumar
Shri Vijay Kumar Goyal
Shri Ashok Sangwan

Chairman
Member
Member

APPEARANCE:

Shri Sumit Kumar Tiwari
Shri Bhirgu Dhami (Advocate)

Complainant
Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, 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 tabular form:

S.No.	Particulars	Details
1.	Name of the project	"The Valley" Sector- 78, Gurugram
	Project area	9.0625 area
	Nature of project	Affordable Group Housing Project
2.	RERA registered/not registered	Registered vide no. 20 of 2018 dated 23.10.2018
	RERA registration valid upto	31.10.2022
3.	DTPC License no.	45 of 2018 dated 29.06.2018
	License valid up to	28.06.2023
	Name of licensee	Revital Reality Pvt. Ltd. & others
4.	Booking amount	Rs.73,900/- [pg. 17 of complaint]
5.	Allotment letter	02.03.2019 (Page 17 of complaint)
6.	Unit no.	0407, 4 th floor, tower/block- E, (Page 24 of complaint)
7.	Unit measuring	457 sq. ft. [carpet area] [pg. 17 of complaint]
8.	Date of execution of flat buyer's agreement	15.06.2019 [Page 19 of complaint]
9.	Possession clause	8. POSSESSION OF THE APARTMENT <i>8.1.2 The Promoter assures to handover possession of the Apartment along with parking space (if any) within 4 (four) years</i>

		<p><i>from the date of approval of building plans or grant of environmental clearance certificate, whichever is later, unless there is delay or failure due to causes attributable to the Allottee, including but not limited to timely payment against the said Apartment as per the Payment Plan, or any of the causes covered under the force majeure conditions as defined under the Agreement. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.</i></p> <p>[Page 32 of complaint]</p>
10.	Date of approval of building plans	<p>29.06.2018</p> <p>[As per information obtained by the planning branch]</p>
11.	Date of approval of environment clearance	<p>29.07.2019</p> <p>(Page 29 of the reply)</p>
12.	Due date of possession	<p>29.01.2024</p> <p>[Note: - As per clause 1(IV) "commencement period" shall mean the date of obtainment of all the government sanctions and permissions including environmental clearance.</p> <p>Calculated from date of approval of environment clearance i.e., 29.07.2019 being later which comes out to be 29.07.2023 + 6 months grace period on account of COVID-19 as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.]</p>
13.	Total sale consideration	<p>Rs.14,78,000/-</p> <p>(As per payment plan, Schedule C, page 48 of the complaint)</p>
14.	Total amount paid by the complainant	<p>Rs.3,75,195/-</p>

		(As admitted by the respondent in promoter information at page 80 of reply)
15.	Occupation certificate	Not yet obtained
16.	Surrender by the allottee by way of affidavit for cancellation of allotment & surrender of original documents	23.07.2020 (Page 64-66 of complaint)

B. Facts of the complaint

3. The complainant has made the following submissions: -

- a. That the complainant was allotted a unit bearing no. 0407, 4th floor, tower/block- E, having 457 sq. ft. carpet area in the project of the respondent named "The Valley" at Sector- 78, Gurugram vide allotment letter dated 02.03.2019.
- b. That the representatives of the opposite party further represented that various sizes of the units are available in project keeping under consideration the different financial capacity of the customers. It was further represented that since the project is primarily characterized under the affordable group housing scheme 2013 of the Haryana Government, hence the complete and easy financial assistance are being offered by various NBFC's and banking companies as well.
- c. That the marketing official of the opposite part has further offered to the complainant that site visit can be availed by the complainant and as the opposite party is famous for complying with the timeline with complete dedication thus complainant should not miss the life time opportunity as the booking was to be closed completely in few days.



- d. That complainant considering the various representations of the marketing official of the opposite party has decided to book a unit in the aforesaid project. Pursuant to the booking an amount of Rs.73,900/- has been paid by the complainant to the opposite party conceding the payment and further disclosure in respect of the unit no.E-407, having an area measuring around 457 sq. feet for the consideration of Rs.14,78,000/- is allotted to the complainant.
- e. That thereupon the complainant has to made the payment of 20% of the sale consideration within a period ten days from the date of issuance of the allotment letter being 02.03.2019 and rest of the 75% of the consideration amount in six monthly equated instalment. It was further notified that complainant had, then to make the remaining payment of Rs.2,95,600/- by 12.03.2019.
- f. That considering the representations of the opposite party and the vital fact that the allotment letter was to be executed within a period of 30 days from the date of the payment of allotment amount being 25% of the BSP, complainant had made the payment of Rs.2,95,600/- through cheque on 12.03.2019 to the opposite party, however after receipt of the same, opposite party failed to execute the allotment agreement and only on 22.07.2019 the allotment agreement containing unilateral terms and conditions favouring the opposite party was executed after further payment of Rs.3,695/- by the complainant.
- g. That it is pertinent to mention here that complainant thereupon represented for the facilitation of the loan in view of the representation made as the complaint had made the payment of its entire savings, however opposed to representation made, the loan was declined to the complainant on account of blacklisting of the

opposite party and further non-existence of any structure on the proposed site. The complainant has made several mail communications in regard to the same which have been put on record.

- h. That complainant taking into consideration the representation of loan, felt cheated and deceived at the hands of the opposite party and decided to cancel the allotment letter and further sought refund of the amount paid for which the complainant further complied the terms and conditions provided by the opposite party and executed on affidavit in the month of July 2020 consequent to surrender of the original documents to the opposite party. However, apparently, the opposite party in contravention of the stipulated provisions contemplated under RERA vis a vis terms and conditions of the allotment agreement, failed to provide the refund on one or other pretext. The opposite party has syphoned the money to some other project and duped the large number of customer's thereby bagged huge amount.
- i. That aggrieved by the continuous omissions and default committed by respondent in providing refund to the complainant, the present complaint is being filed.
- j. Therefore the complainant most respectfully prays to allow the present complaint for refund of the amount paid till date with interest at the prevailing rate of interest.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
- I. Direct the respondent to refund an amount of Rs.3,73,195/- paid till date along with interest @ 15% per annum in view of the equity and natural justice.



- II. Direct the respondent to provide compensation for mental agony of Rs.10,00,000/- and also litigation cost.

D. Reply by respondent:

5. The respondent made the following submissions in its reply:

- a. That the complainant approached the answering respondent, making enquiries about the project, and after thorough due diligence and complete information being provided to him, and thereafter complainant booked an apartment being number no. 407, Tower E, on 4th floor, having carpet area of 457 sq. ft. (approx.) (hereinafter referred as 'Apartment' for the sake of brevity) for a total consideration of Rs.14,78,000/-.
- b. That consequentially, after fully understanding the various contractual stipulations and payment plans for the said apartment, the complainant executed the flat buyers agreement dated 15.06.2019.
- c. That, It would be apposite to note that the construction of the project is in full swing, and the delay if at all, has been due to the government imposed lockdowns which stalled any sort of construction activity.
- d. That the complaint filed by the complainant is not maintainable in the present form and is filed on the false and frivolous grounds. The bare reading of the complaint does not disclose any cause of action in favor of the complainant and the present complaint has been filed with malafide intention to blackmail the respondent.
- e. That the timeline stipulated under the flat buyers agreements was only tentative, subject to force majeure reasons which are beyond the control of the respondent. The respondent in an endeavour to finish the construction within the stipulated time, had from time to

time obtained various Licenses, approvals, sanctions, permits including extensions, as and when required. Evidently, the respondent had availed all the licenses and permits in time before starting the construction.

f. That despite the best efforts of the respondent to handover timely possession of the residential unit booked by the complainant herein, the respondent could not do so due to certain limitations, reasons and circumstances beyond the control of the respondent. That, In the present case, there has been a delay due to various reasons which were beyond the control of the respondent and the same are enumerated below:-

- The implementation of social schemes like National Rural Employment Guarantee Act ("NREGA") and Jawaharlal Nehru National Urban Renewal Mission ("JNNURM") led to a significant labour shortage in the real estate market, causing many construction projects to fall behind on schedules. The respondent faced unforeseen challenges due to labour shortages and supply-demand imbalance, leading to delays and rescheduling of their construction activities, the same were not in respondent's control and cannot be solely attributed to them.
- g. The force majeure clause in a construction contract must be met by certain requirements, including the event being beyond the control of the parties, preventing or postponing performance, making performance more problematic or expensive, not being at fault or negligent, and the claiming party diligently mitigating the event.
- h. The Indian economy's demonetisation has significantly impacted the real estate sector, which relies heavily on cash flow for



payments to laborers and contractors. This led to operational hindrances, preventing the Respondent from constructing a project for 4-6 months. The sector is still grappling with the effects of demonetisation, causing delays in project completion, which could be considered 'Force Majeure' and potentially prolonging the project's completion time.

- i. That the complainant has not come with clean hands and have suppressed the true and material facts. It would be apposite to note that the complainant is a mere speculative investor who has no interest in taking possession of the apartment. In fact a bare perusal of the complaint would reflect that he has cited 'financial incapacity' as a reason, to seek compensation of the monies paid by him for the apartment. In view thereof, this complaint is liable to be dismissed at the threshold.
- j. That the enactment of Real Estate Regulatory and Development Act, 2016 is to provide housing facilities with modern development infrastructure and amenities to the allottees and to protect the interest of allottees in the real estate sector market. The main intention of the respondent is just to complete the project within stipulated time submitted before the Authority. According to the terms of flat buyers agreement also it is mentioned that all the amount of delay possession will be completely paid/ adjusted to the complainant at the time final settlement on slab of offer of possession. The project is ongoing project and construction is going on.
- k. That the said project is a continuance business of the respondent and the construction is at full swing and when the parties have

contracted and limited their liabilities, they are bound by the same, and relief beyond the same could not be granted.

- l. That further, compounding all these extraneous considerations, the Hon'ble Supreme Court vide order dated 04.11.2019, imposed a blanket stay on all construction activity in the Delhi-NCR region. It would be apposite to note that the "THE VALLEY" project of the respondent was under the ambit of the stay order, and accordingly, there was next to no construction activity for a considerable period. It is pertinent to note that similar stay orders have been passed during winter period in the preceding years as well, i.e. 2017-2018 and 2018-2019. It is most respectfully submitted that a complete ban on construction activity at site invariably results in a long-term halt in construction activities.
- m. That graded response action plan targeting key sources of pollution has been implemented during the winters of 2017-18 and 2018-19, These short-term measures during smog episodes include shutting down power plant, industrial units, ban on construction, ban on brick kilns, action on waste burning and construction, mechanized cleaning of road dust, etc.
- n. That circumstances have worsened for the respondent and the real estate sector in general. The pandemic of Covid 19 has had devastating effect on the world-wide economy. However, unlike the agricultural and tertiary sector, the industrial sector has been severally hit by the pandemic. The real estate sector is primarily dependent on its labour force and consequentially the speed of construction. Due to government-imposed lockdowns, there has been a complete stoppage on all construction activities in the NCR area till end of year 2020. The Hon'ble Supreme Court in the

seminal case of Gajendra Sharma v. UOI & Ors, as well credai MCHI & Anr. v. UOI & Ors, has taken cognizance of the devastating conditions of the real estate sector, and has directed the UOI to come up with a comprehensive sector specific policy for the real estate sector.

- o. That the Authority vide its Order dated 26.05.2020 had acknowledged the Covid-19 as a force majeure event and had granted extension of six months period to ongoing projects.
- p. Furthermore, it is of utmost importance to point out that vide notification dated 28.05.2020, the Ministry of Housing and Urban Affairs has allowed an extension of 9 months vis-à-vis all licenses, approvals, end completion dates of housing projects under construction which were expiring post 25.03.2020 in light of the force majeure nature of the Covid pandemic that has severely disrupted the workings of the real estate industry.
- q. In view of the same, it is most humbly submitted that the pandemic is clearly a 'Force Majeure' event, which automatically extends the timeline for handing over possession of the Apartment.
- r. Without prejudice to the above submissions, as per the judgment of the Hon'ble Supreme Court in the matter of DLF Homes Panchkula Pvt. Ltd. vs D.S. Dhanda it is clearly defined that the allottee cannot go out of the purview of the terms of the agreement.
- s. Hence, the complainant is not entitled for any compensation claimed except for delayed charges as per the builder buyer agreement, subject to operation of the Force Majeure clause.

- t. That the respondent has fulfilled its obligations and complied with the terms of the Flat Buyer's Agreement. Without prejudice to the above submissions, as per the judgment of the Hon'ble Supreme Court in the matter of DLF Homes Panchkula Pvt. Ltd. vs D.S. Dhanda it is clearly defined that the allottee cannot go out of the purview of the terms of the agreement. Thus, it is therefore prayed that in the interest of justice, the complaint may kindly be dismissed with cost.
- u. That if other customers fail to make payment as per the terms of the agreement the delay in handing over the delivery of the project is bound to happen and as well as time to time, the orders for closing of construction work passed by Hon'ble Apex Court and the Ld. Environment Pollution (Prevention & Control) Authority also made the construction delayed.
- v. It is also submitted on behalf of respondent the project "THE VALLEY" is registered before the Hon'ble Authority and revised date has been submitted. Till the expiry of said revised date, the complainant is not entitled for interest as alleged. Thus, the claim of interest at this stage is not sustainable in the eye of law rather will cause a great irreparable loss and injury to the respondent and also will be against principle of natural justice.
6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

D. Jurisdiction of the authority

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

D.II Subject-matter jurisdiction

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.
11. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the



judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** and reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022***, wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

12. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the case mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

E. Findings on the relief sought by the complainant.

E.I Direct the respondent to refund the paid-up amount alongwith interest.

13. The complainant was allotted a unit in the project of respondent "The Valley" situated in sector- 78, Gurugram vide allotment letter dated 02.03.2019. Thereafter, an execution of buyer's agreement dated 15.06.2019 was executed between the parties for a total sale consideration of Rs.14,78,000/- and the complainant has paid an



amount of Rs.3,75,195/- against the same as and when demanded by the respondent. Thereafter, the complainant decided to withdraw from the project and made a request for refund of the amount paid alongwith interest.

14. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by him in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for ready reference.

“Section 18: - Return of amount and compensation

18(1). 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; or***
(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, 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.”

(Emphasis supplied)

15. Clause 8.1.2 of the flat buyer’s agreement dated 15.06.2019 provides for handing over of possession and is reproduced below:

8.1.2 The Promoter assures to handover possession of the Apartment along with parking space (if any) within 4 (four) years from the date of approval of building plans or grant of environmental clearance certificate, whichever is later, unless there is delay or failure due to causes attributable to the Allottee, including but not limited to timely payment against the said Apartment as per the Payment Plan, or any of the causes covered under the force majeure conditions as defined under the Agreement. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be



entitled to the extension of time for delivery of possession of the Apartment.

(Emphasis supplied)

16. The complainant has requested for cancellation of the unit and refund of the paid-up amount on 23.07.2020. The complainant has surrendered the unit by way of affidavit for cancellation of allotment and surrender of original documents.
17. The project was registered on 23.10.2018 vide registration no. 20 of 2018 and valid up to 31.10.2022. The authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the booked unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. In the present case, the date of approval of building plan is 29.06.2018 and date of environment clearance is 29.07.2019. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 29.07.2023. Further as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being booked by the complainants is 29.07.2023 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such



case the due date for handing over of possession comes out to 29.01.2024.

18. That as per clause 5(iii)(h) of Affordable Housing Policy, 2013 in case of surrender of flat by any successful allottee, the amount of Rs.25,000/- can be forfeited in addition to the following:

S. No.	Particulars	Amount to be forfeited
(aa)	In case of surrender of flat before commencement of project	Nil
(bb)	Up to 1 year from the date of commencement of project	1% of the cost of flat
(cc)	Up to 2 years from the date of commencement of project	3% of the cost of flat
(dd)	After 2 year from the date of commencement of project	5% of the cost of flat

19. Since the complainants has applied for cancellation on 23.07.2020 i.e., within 1 year from the commencement of the project i.e., 29.07.2019(date of EC). Keeping in view the aforementioned factual and legal provisions, the respondent can retain the amount paid by the complainants against the booked unit as per clause 5(iii)(h) of Affordable Group Housing Policy, 2013 i.e., Rs.25,000/ plus 1 % of the cost of the flat .
20. The prescribed rate of interest as per Rule 15 of Rules, 2017 payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent.



21. The authority hereby directs the promoter to return the amount received by him i.e., Rs.3,75,195/- after deducting the amount of Rs.25,000/- plus 1% of the cost of the flat along as per above-mentioned clause of Affordable Group Housing Policy, 2013 along with interest at the rate of 10.85% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of surrender i.e., 23.07.2020 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

E.II Litigation expenses & compensation for mental agony

22. The complainant is also seeking relief w.r.t. litigation expenses & compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & 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 adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the 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.




F. Directions of the Authority:


23. 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):

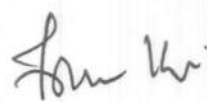
- i. The respondent is directed to return the amount received from complainant i.e., Rs.3,75,195/- after deducting the amount of Rs.25,000/- plus 1% of the cost of the flat as per above-mentioned clause of Affordable Group Housing Policy, 2013 along with interest on such balance amount at the rate of 10.85% as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of surrender i.e., 23.07.2020 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.
- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

24. Complaint stands disposed of.

25. File be consigned to registry.


(Ashok Sangwan)
Member


(Vijay Kumar Goyal)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.04.2024