



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of Decision

29.07.2024

Name of the Builder		RAHEJA DEVELOPERS LTD		
Project Name		KRISHNA HOUSING SCHEME		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of complainant	Appearance on behalf respondent
1.	3325 of 2022	Anita Devi and Yogesh Kumar Vs. Raheja Developers Ltd	Ms. Surbhi Garg Bhardwaj, counsel for the complainants , through VC.	None appeared on behalf of respondent.
2.	404 of 2023	Punita and Vivek Singh Chauhan Vs. Raheja Developers Ltd	Ms. Surbhi Garg, counsel for the complainants, through VC.	None appeared on behalf of respondent.
3.	405 of 2023	Vivek Singh Chauhan Vs. Raheja Developers Ltd	Ms. Surbhi Garg, counsel for the complainant, through VC.	None appeared on behalf of respondent.
4.	600 of 2023	Om Prakash Sharma Vs. Raheja Developers Ltd	Mr. Sitanshu Sharma, counsel for the complainant, through VC.	None appeared on behalf of respondent.
5.	602 of 2023	Naveen Kumar Vs. Raheja Developers Ltd	Mr. Sitanshu Sharma, counsel for the complainant, through VC.	None appeared on behalf of respondent.

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6.	1083 of 2023	Sarvesh Pandey Vs. Raheja Developers Ltd	Mr. Anuj Chauhan, counsel for the complainant, through VC.	None appeared on behalf of respondent
7.	1137 of 2023	Rekha Chaurasia Vs. Raheja Developers Ltd	Mr. Jaswant Kataryia, counsel for the complainant, through VC.	None appeared on behalf of respondent
8.	1360 of 2023	Rajendra Singh Vs. Raheja Developers Ltd	Mr. Rakesh Kumar Bansal, counsel for the complainant, through VC.	None appeared on behalf of respondent
9.	1576 of 2023	Puneet Jain Vs. Raheja Developers Ltd	Ms. Prerna Chaturvedi, counsel for the complainant.	None appeared on behalf of respondent

**CORAM: Nadim Akhtar
Chander Shekhar**

**Member
Member**

ORDER (NADIM AKHTAR-MEMBER)

1. This order shall dispose off all the above captioned nine complaints filed by the complainants before this Authority 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.

2. The core issues emanating from the above captioned complaints are similar in nature. The complainant in the above referred Complaint No. 3325 of 2022 and all other captioned complaints are allottees of the project namely; Krishna Housing Scheme; being developed by the same respondent/ promoter, i.e., Raheja Developers Ltd. The fulcrum of the issue involved in all the above captioned cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the unit in question and all complainant(s) are now seeking refund of their paid amount along with the interest. Despite giving opportunities, respondent failed to file replies in all the above captioned matters.
3. The facts of all the complaints filed by the complainants/allottees are almost similar, however, these complaints can be broadly divided in following two categories:-
 - (A) **Category I:** Where Builder Buyer agreement is executed between the parties.
 - (B) **Category II:** Where only allotment letter is issued and same is placed on record but no Builder Buyer Agreement (BBA) is executed between the parties.



(A) CATEGORY I

4. The details of the complaints falling under category I, unit no., date of allotment letter, date of builder buyer agreement, total sale consideration and amount paid by the complainant, offer of possession and relief sought are given in the table below:

Krishna Housing Scheme								
Possession Clause in Builder Buyer Agreement:								
<i>"Company shall sincerely endeavour to complete the construction and offer the possession of the said unit within forty eights (48) months from the date of the receiving of environment clearance or sanction of building plans whichever is later ("Commencement Period"), but subject to force majeure clause of this Agreement and timely payments of instalment by the Allottee(s)....."</i>								
Sr. no.	Complaint no./Title/Date of filing	Reply Status	Unit no.	Date of allotment letter/ provisional allotment letter	Date of execution of builder buyer agreement	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Offer of possession	Relief sought
1.	3325 of 2022 Anita Devi and Yogesh Kumar Vs. Raheja Developers Ltd 23.12.2022	Not filed	5010, 5 th floor, Tower A	10.07.2015	06.08.2015	TSC: ₹23,56,001/- Paid amount: ₹15,23,924/-	No	Refund of paid amount along with interest.
2.	404 of 2023 Punita and Vivek Singh Chauhan Vs. Raheja Developers Ltd 28.02.2023	Not filed	7007, 7 th floor, Tower B1	13.09.2016	13.09.2016	TSC: ₹12,80,380/- Paid amount: ₹5,44,320/-	No	Refund of paid amount along with interest.
3.	405 of 2023 Vivek Singh Chauhan Vs. Raheja	Not filed	7006, 7 th floor, Tower B1	09.09.2016	09.09.2016	TSC: ₹12,80,380/- Paid amount: ₹8,00,239/-	No	Refund of paid amount along with interest.

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Complaint nos.3325 of 2022, 404,405,600,602,1083,1137,1360
& 1576 of 2023

	Developers Ltd 18.04.2023							
4.	600 of 2023 Om Prakash Sharma Vs. Raheja Developers Ltd 31.03.2023	Not filed	13006, 13 th floor, Tower C1	10.07.2015	27.02.2017	TSC: ₹15,24,022/- Paid amount: ₹14,26,909/-	No	1. Refund of paid amount along with interest. 2. Compensation of ₹10,00,00/- for mental torture, agony, harassment and discomfort. 3. Litigation cost of ₹1,00,000/-.
5.	602 of 2023 Naveen Kumar Vs. Raheja Developers Ltd 31.03.2023	Not filed	7012, 7 th floor, Tower C2	26.10.2015	26.10.2015	TSC: ₹15,24,022/- Paid amount: ₹11,85,711/-	No	1. Refund of paid amount along with interest. 2. Compensation of ₹10,00,00/- for mental torture, agony, harassment and discomfort. 3. Litigation cost of ₹1,00,000/-.
6.	1083 of 2023 Sarvesh Pandey Vs. Raheja Developers Ltd 17.05.2023	Not filed	6005, 6 th floor, Tower B2	06.10.2016	20.02.2017	TSC: ₹12,80,380/- Paid amount: ₹9,98,699/-	No	1. Refund of paid amount along with interest. 2. Pay litigation cost of ₹50,000/-.

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**5. CATEGORY I: COMPLAINT NO. 3325 of 2022 IS TAKEN AS A
LEAD CASE AND BRIEF FACTS OF THIS COMPLAINT ARE AS
UNDER**

- (i) Complainants chose to book a residential flat in the project, "Krishna Housing Scheme" to be constructed and developed on the land situated in Sector 14, Sohna, Nuh (Gurugram), Haryana and accordingly applied for booking of a residential flat by filling an application form and paying the booking amount of Rs.1,21,440/- vide instrument bearing no. 000046 dated 23.12.2014 towards said booking. A copy of the receipts/account statement highlighting payment made by the complainants have been annexed as Annexure-P/1(colly).
- (ii) That thereafter, the draw of lots was conducted on 06.07.2015 and a successful allotment was drawn in favour of the complainants. Accordingly, vide provisional allotment letter dated 10.07.2015 and vide allotment letter dated 06.08.2015, respondent allotted the residential unit bearing no. 5010, 5th Floor, in Tower-A, admeasuring carpet area of 640.61 sq. ft. and balcony area of 99.61 sq. ft. for a total sale consideration of Rs.23,56,001/-. A copy of the provisional allotment letter dated 10.07.2015 is annexed as Annexure- P/2. A copy of the allotment letter dated 06.08.2015 is annexed as Annexure-P/3.



- (iii) That simultaneously, keeping in view the complainant's requirement of financial assistance for purchasing the unit in question, vide 'Permission to Mortgage' letter dated 06.08.2015 addressed to ICICI Bank, the Respondent gave a sanction to mortgage the unit in question for the purpose of said loan. A Copy of the 'Permission to Mortgage Letter' dated 06.08.2015 is annexed as Annexure-P/4(colly).
- (iv) That subsequently, an agreement to sell was executed between the complainants and respondent on 06.08.2015 for the unit wherein as per clause 5.2, the respondent undertook to complete construction and handover possession within a period of 48 months from the date of approval of building plans or grant of environment clearance, whichever later. A copy of the agreement to sell dated 06.08.2015 is annexed as Annexure-P/6.
- (v) Complainants kept making payment in accordance with the demands raised by the respondent, thereby totalling to a payment of Rs.15,23,924/- (inclusive of GST Rebate of Rs.20,616/-) i.e. almost 75% of the total sale consideration within few months, of the allotment. A copies of the receipts highlighting payments are annexed as Annexure-P/1(colly).
- (vi) That thereafter, somewhere around 2017, the complainants visited the project site and to the utter shock of the complainants, the project was still at the inception stage and not even one floor construction had begun for



the tower in question, despite lapse of more than two years from the date of booking. This left the complainants devastated and feeling aggrieved, the complainants approached the respondent thereby highlighting their misconduct and seeking a concrete response over the construction status, but the respondent falsely assured that rest of the towers in the project were heading towards superstructure completion and the tower in question would be next in line and the delivery of possession would be as per schedule.

(vii) That complainants kept regularly visiting the project site only to see that the construction had been almost abandoned and there were only a few labourers at the project site. Upon non-receipt of any offer of possession from the respondent despite lapse of due date of handing over of possession, the complainants again visited the project site in April'2019 only to find out that the status of the tower in question was same as in 2017- 2018, followed by subsequent visits but even the time undertaken by the respondent as per RERA registration had expired on 09.03.2020.

(viii) That the respondent has wrongfully retained the hard earned money of the complainants for nearly 6 years, thereby inflicting great financial hardship and mental trauma upon the latter. The complainants have been forced to pay the EMIs pertaining to the home loan regularly without any fault of



theirs as the unit for which loan was taken was never constructed leaving the complainants in absolute state of misery.

- (ix) That till date, respondent has miserably failed to handover the possession. A copies of the photographs of the project site highlighting no construction are annexed as Annexure- P/7(colly).
- (x) That the present complaint has been filed under Section 31 read with Section 18(1) of the RERA Act, 2016 in order to seek refund of the principal amount of Rs.15,23,924/- paid by the complainants along with interest at the rate prescribed as per RERA, 2016 and HRERA Rules, 2017 from the date of receipt of each payment till the date of refund.

6. RELIEFS SOUGHT

Complainant has sought following reliefs :

- (i) Direct the respondent to award refund of amount of ₹15,03,308/- paid by the complainants along with interest at the prescribed from the date of receipt of each payment till the actual date of refund.
- (ii) Pass such order or further orders as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the present case.

7. REPLY ON BEHALF OF RESPONDENT

Notice was served to the respondent on 28.12.2022 which got successfully delivered on 31.12.2022. Despite giving four opportunities respondent failed to file his reply on time. Therefore, Authority deems it fit to struck

off the defence of the respondent and decide it ex-parte, as per record available on the file.

8. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT

Counsel for complainants reiterated the facts of the complaint and requested the Authority to grant the relief of refund of the paid amount along with interest and decide the case ex-parte as respondent has failed to file his reply. None has appeared to assist the Authority.

(B)CATEGORY II

9. The details of the complaints falling under category B, unit no., date of allotment letter, date of builder buyer agreement, total sale consideration and amount paid by the complainant, offer of possession and relief sought are given in the table below:

Affordable Housing Scheme 2013								
"Clause 5(iii) (b) : All flats in a specific project shall be allotted in one go within four months of sanction of building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/ clearance. Any person interested to apply for allotment of flat in response to such advertisement by a coloniser may apply on the prescribed application form alongwith 5% amount of the total cost of the flat."								
Sr. no.	Complaint no./Title/Date of filing	Reply Status	Unit no.	Date of allotment letter	Date of execution of builder buyer agreement	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Offer of possession	Relief sought
1.	1137 of 2023 Rekha Chaurasia Vs. Raheja	Not filed	10006, 10 th floor, Tower E4	13.06.2016 (Provisional allotment letter)	Not executed	TSC: ₹16,57,258/- Paid amount: ₹14,09,829/- (Complainant)	No	1. Refund of paid amount along with interest. 2. To direct respondent to pay

	Developers Ltd 10.05.2023			15.01.2018 (Final allotment letter)		claimed ₹14,04,429/-, however, as per receipts attached amount comes to ₹14,09,829/-)		adequate compensatory interest on entire deposited amount of ₹1404429/-. 3. To direct respondent to pay sum of ₹2,00,000/- on account of grievance, frustration caused to complainant. 4. Pay litigation cost of 1,50,000/-.
2.	1360 of 2023 Rajendra Singh Vs. Raheja Developers Ltd 16.06.2023	Not filed	1005, 1 st floor, Tower E4	10.07.2015	Not executed	TSC: ₹16,57,258/- Paid amount: ₹15,21,365/-	No	Refund of paid amount along with interest.
3.	1576 of 2023 Puncet Jain Vs. Raheja Developers Ltd 21.07.2023	Not filed	7007, 7 th floor, Tower D1	10.07.2015	Not executed	TSC: ₹15,24,022/- Paid amount: ₹15,17,500/-	No	Refund of paid amount along with interest.

10. CATEGORY II: COMPLAINT NO. 1137 OF 2023 IS TAKEN AS A LEAD CASE AND BRIEF FACTS OF THIS COMPLAINT ARE AS UNDER

- (i) That the draw of lots was held on date 06.07.2015 at HUDA Gymkhana Club, Sector 29, Gurugram and complainant got her name in the draw. That the complainant was provisionally allotted an apartment bearing No. 10006, 10th Floor in Tower E-4 having total carpet area

452.33 Sq. Ft. chargeable @3,600/- per Square Ft. and Balcony area 57.74 Sq. Ft. chargeable @ 5,00/- per Square Ft. on dated 13.06.2016 in the Project "Krishna Housing Scheme" of the respondent at Sector 14, Sohna, Nuh (Gurugram), Haryana. A copy of 'Provisional Allotment Letter' dated 13.06.2016 is annexed as Annexure C-1.

(ii) That the complainant made payment of Rs.3,31,452/- on dated 29.08.2016 to the respondent. A copy of payment receipt dated 29.08.2016 is annexed as Annexure C-2. Further payments were duly made by the complaint in favour of the respondent and copies of payment receipts are annexed as Annexure C-3 to Annexure C-7. That total payment of Rs.14,04,429/- (as per receipts attached amount comes to ₹14,09,829/-) has been duly made by the complainant against the total sale consideration of Rs.16,57,258/- without entering into an agreement. Hence, the respondent has violated section 13 of the Real Estate Regulatory Act, 2016. सत्यमेव जयते

(iii) That complaint was given Allotment Letter - cum - Indicative/applicable terms of Agreement to Sale on dated 15.01.2018 by the respondent. A copy of Allotment Letter-cum-Indicative/applicable terms of agreement to sale dated 15.01.2018 is annexed as Annexure C-8.

(iv) That the respondent promised January, 2019 as the proposed date of possession but did not mention any particular date of possession in the

Allotment Letter-cum-Indicative/applicable terms of Agreement to Sale.
That the respondent has thus failed to deliver possession of the unit even after a continuing delay of 4 years till date from the due date of possession.

- (v) That the complainant felt hurt, astonished and harassed when she visited the project location in January, 2023 to find that there was no sign of the completion of the project and the respondent has not even constructed duly the structure of the building in which the complainant was allotted apartment. Photographs showing incomplete signs of construction (the current status) of the building in which the complainant was allotted the unit in question are annexed as Annexure C-9.
- (vi) That being highly aggrieved and frustrated by the entire circumstances and faced by the miserable attitude of the respondent, the complainant is left with no other option but to approach the Hon'ble Authority, for issuance of the refund of the amount paid till date to the respondent along with applicable interest till realization and compensation.

11. RELIEFS SOUGHT

Complainant has sought following reliefs :

- i. To direct the respondent to refund the entire deposited amount of Rs. 14,04,429/- which has been deposited against the property in question so booked by the complainant along with applicable interest per



annum, on the amounts from the respective dates of deposit till its actual realization within 90 days according to Section 18 (1) Real Estate (Regulation And Development) Act 2016 read with Rule 15 & 16 of Haryana Real Estate (Regulation & Development) Rules 2017.

- ii. To direct the respondents to pay an adequate compensatory interest on the entire deposited amount of 14,04,429/- for non-possession, as deemed fit by the authority.
- iii. To direct the respondent to pay a sum of Rs.2,00,000/- on account of grievance and frustration caused to the complainant by the miserable attitude of the respondents and deficiency in service and for causing mental agony cause to complainant along with interest from the date of filing the present complaints till its realization.
- iv. The registration, if any, granted to the respondent for the project namely, "Krishna Housing Scheme", situated in the revenue estates of District Nuh, Haryana, under RERA read with relevant rules may kindly be revoked under Section 7 of the RERA for violating the provisions of the Act.
- v. To direct the respondent to pay costs and litigation expenses of Rs.1,50,000/-.
- vi. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the instant complaint.



12. REPLY ON BEHALF OF RESPONDENT

Notice was served to the respondent on 12.05.2023 which got successfully delivered on 20.05.2023. Despite availing two opportunities respondent failed to file reply on time. Therefore, Authority deems it fit to struck off the defence and decide it ex-parte, as per the record available on the file.

13. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT

Counsel for complainant reiterated the facts of the complaint and requested the Authority to grant the relief of refund of the paid amount along with interest and decide the case ex-parte as respondent has failed to file his reply. None has appeared to assist the Authority.

14. ISSUE FOR ADJUDICATION

Whether the complainants in all the above captioned complaints are entitled to refund of the amount deposited by them along with interest in terms of Section 18 of RERA Act of 2016?

15. OBSERVATIONS AND DECISION OF AUTHORITY

The Authority has gone through the facts of the complaints as submitted by the complainants. In light of the background of the matter, Authority observes as under:



i. **Category I:** That in complaint no. 3325 of 2022, complainants booked unit in the project "Krishna Housing Scheme" which is an Affordable Housing Scheme being developed by the respondent/promoter namely; Raheja Developers Ltd. and complainants were allotted unit no.5010, 5th floor, Tower A, in the said project at Sector-14, Sohna, Haryana. The builder buyer agreement was executed between the parties on 06.08.2015. Complainants had paid a total sum of ₹15,23,924/- against the basic sale consideration price of ₹23,56,001/- .

As per clause 5.2 of the agreement respondent/developer was under an obligation to hand over the possession to the complainant within 48 months from the date of approval of building plans or grant of environment clearance whichever is later.

ii. **Category II :** In complaint no.1137 of 2023, complainant booked unit in the project "Krishna Housing Scheme" which is an Affordable Housing Scheme being developed by the respondent/promoter namely; Raheja Developers Ltd. and complainant was allotted unit 10006, 10th floor, Tower E4, in the said project at Sector-14, Sohna, Haryana vide allotment letter dated 15.01.2018 and complainant had paid a total sum of ₹14,09,829/- (as per receipts attached) against the basic sale



consideration price of ₹16,57,258/-. As no builder buyer agreement was executed between the parties, but the fact remains that respondent allotted the unit in favour of complainant and said allotment was governed by "Affordable Housing Policy- 2013" of Govt. of Haryana. As per clause 5 (iii) (b) of said policy, possession is to be offered within 4 years from date of sanction of building plans or receipt of environmental clearance whichever is later.

iii. Authority while dealing with the cases against the same respondent namely; M/s Raheja Developers Ltd, observed that the respondent/ developer received approval of building plans on 27.04.2015 and got the environment clearance on 09.03.2015. That means, as per possession clause, a period of 4 years is to be taken from 27.04.2015 and therefore, date of handing over of possession comes to 27.04.2019.

iv. Period of 4 years is a reasonable time to complete development works in the project and handover possession to the allottee, however, respondent failed to hand over possession to the complainants. After paying their hand earned money, legitimate expectations of the complainant(s) would be that possession of the unit will be delivered within a reasonable period of time. However,



respondent has failed to fulfill its obligations as promised to the complainant(s). Thus, complainant(s) is at liberty to exercise their right to withdraw from the project on account of default on the part of respondent to offer legally valid possession and seek refund of the paid amount along with interest as per section 18 of RERA Act.

- v. 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 complainants wishes to withdraw from the project of the respondent, therefore, Authority finds it fit cases for allowing refund in favour of complainant.

vi. The definition of term 'interest' is defined under Section 2(za) 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;

vii. 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".

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, i.e., 29.07.2024 is 9%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11%.

viii. 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(s) are entitled for refund of deposited amount along with interest. Thus, respondent is liable to pay the complainants interest from the date the amounts were paid till the actual realization of the amount.

ix. Therefore, Authority allows refund of paid amount along with interest to the all the complainants at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017,

i.e., at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 11% (9% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amounts along with interest as per detail given in the table below:

Sr. no.	Complaint no.	Amount paid	Interest	Total
1.	3325 of 2022	₹1523924/-	₹140167/-	₹29,25,602/-
2.	404 of 2023	₹544320/-	₹465852/-	₹10,10,172/-
3.	405 of 2023	₹800239/-	₹669003/-	₹14,69,242/-
4.	600 of 2023	₹1426909/-	₹1223744/-	₹26,50,653/-
5.	602 of 2023	₹1185711/-	₹1069641/-	₹22,55,352/-
6.	1083 of 2023	₹998699/-	₹776366/-	₹17,75,065/-
7.	1137 of 2023	₹1409829/-	₹1123206/-	₹25,33,035/-
8.	1360 of 2023	₹1521365/-	₹1320271/-	₹28,41,636/-
9.	1576 of 2023	₹1517500/-	₹1282401/-	₹27,99,901/-

- x. In complaint no.1137 of 2023, complaint has sought refund of an amount ₹14,04,429/- as per relief clause, however, as per receipts attached with complaint file, it is found that complainant had paid

total amount of ₹14,09,829/-. Therefore, Authority grant refund of ₹14,09,829/- along with interest.

- xi. Further, the complainants in complaints nos. 600, 602, 1083,1137 of 2023 are seeking compensation on account of mental agony, litigation cost and physical harassment caused to the complainants. 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.



16. DIRECTIONS OF THE AUTHORITY


Hence, the Authority hereby passes this order and issue 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(s) is directed to refund the amount to the complainant as specified in the table provided in para (ix) of this order. It is further clarified that respondent(s) will remain liable to pay the interest to the complainant till the actual realization of the amount.
- (ii) Respondent(s) is also directed to deposit the costs of ₹5000/- payable to the Authority and ₹2000/- payable to the complainant in complaints nos. 600, 602,1083, 1137, 1360 of 2023 (Total cost of ₹25,000/- payable to the Authority and ₹10,000/- payable to the complainants).
- (iii) Respondent(s) is further directed to deposit the cost of ₹15,000/- payable to the Authority and ₹7000/- payable to the complainant in complaint nos.3325 of 2022, 404 and 405 of 2023 (Total cost of ₹45,000/- payable to the Authority and ₹21,000/- payable to the complainants).



- (iv) 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.

Disposed off. Files be consigned to the record room after uploading of the order on the website of the Authority.


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CHANDER SHEKHAR
[MEMBER]


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NADIM AKHTAR
[MEMBER]

