



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint No.	408 of 2022
Instituted on	31.03.2022
Date of decision	03.08.2023

S V Gupta Huf, Flat 503, Tower 10 B,  
Suncity, Sector 20,  
Panchkula, Haryana- 134117

.....COMPLAINANT

VERSUS

1. Hightech Construction Co. Private Limited,  
SCF-41, Ground Floor, Sector 15,  
Faridabad, Haryana-121007
2. S.R.S Retreat Services Private Limited  
S.R.S Tower, Near Metro Station  
Mewla Maharajpur, Faridabad.
3. Vashisht Estates Limited  
SCF-41, Ground Floor, Sector 15,  
Faridabad, Haryana-121007

.....RESPONDENT(S)

*Rattree*

<b>Complaint No.</b>	<b>465 of 2022</b>
<b>Instituted on</b>	<b>31.03.2022</b>
<b>Date of decision</b>	<b>03.08.2023</b>

Veena Gupta, W/O S V Gupta, Flat 503,  
Tower 10 B, Suncity, Sector 20,  
Panchkula, Haryana- 134117

.... COMPLAINANT

VERSUS

1. Hightech Construction Co. Private Limited,  
SCF-41, Grounf Floor, Sector 15,  
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2. S.R.S Retreat Services Private Limited,  
S.R.S Tower, Near Metro Station  
Mewla Maharajpur, Faridabad.
3. Vashisht Estates Limited  
SCF- 41, Grounf Floor, Sector 15,  
Faridabad, Haryana -121007

....RESPONDENT(S)

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

**Present:** S.V. Gupta, complainant in person.

Adv. Neeraj and Adv. Tarun Ranga, counsel for respondent no.1 and 3.

None for respondent no. 2



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

1. Present bunch of complaints have been instituted on 31.03.2022 by the complainants under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short 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. Captioned complaints are taken up together as facts and grievances of both the complaints (who are family members) are identical and relate to the same project of the respondent, i.e., "Hightech Construction Co. Private Limited". Therefore, Authority by passing a common order shall dispose of both captioned complaints. Complaint No. 408 of 2022 titled S.V. Gupta HUF versus Hightech Construction Co. Private Ltd has been taken as lead case for disposal of both matters.

**A. UNIT AND PROJECT RELATED DETAILS OF LEAD CASE**

3. The particulars of the unit booked by complainants, details of sale consideration, amount paid by the complainants and details of project as mentioned in the complaint are detailed in following table:



## (i) Complaint no. 408 of 2022

S.No.	Particulars	Details
1.	Name of the project	Hightech Affordable Homes, located at Sector 87, Faridabad
2.	Unit No.	504, Type C, Tower no. C1
4.	Unit area	483.648 sq. feet (Pg-3 complaint)
5	Date of allotment	04.03.2016
6.	Date of builder buyer agreement	04.03.2016
7.	Amount paid by complainant	₹7,69,000/-
8.	Offer of possession	Not made
9.	Deemed Date of Possession (as per complainant)	04.03.2020

**B. FACTS OF THE COMPLAINT**

4. That the complainant booked a flat in the name of S.V. Gupta HUF measuring 483.648 sq. feet in affordable housing project namely 'S.R.S. Hightech Affordable Homes' Faridabad, Haryana in March, 2016 by paying booking amount of ₹19,000/- in cash as an advance money on account of allotment of the said unit to the respondent. Copy of payment receipt has been annexed as Annexure C-2, pg. 12 & C-4, pg.32.
5. That the allotment letter dated 04.03.2016 issued by the respondent has been annexed as Annexure C-3. Via this letter, respondent no 2 informed

*Fature*



the complainant that unit no. C1/05/AF87/504 in Affordable Housing Project has been allotted to him.

6. That a sum of Rs.7,50,000/- vide RTGS drawn on Union Bank of India, Faridabad was paid to S.R.S Retreat Limited by the complainant as instalment on account of allotment of flat. Copy of payment receipt has been annexed as Annexure C-4, pg.32.
7. That after the allotment of flat the complainant did not receive any communication/demand notice from the company with respect to payment of next instalment. In the meantime, complainant came to know that the Affordable Housing Project has been transferred to High-tech Construction Private Limited. Thereafter, a representation dated 22.02.2018 (Annexure C-5) was sent by the complainant to Sh. Harpal Singh, owner of the said company. However, no reply to the said representation was ever received by the complainant. The complainant visited the site office of the company and was told verbally by Sh. Harpal Singh that the allotment made to the complainant has been cancelled.
8. That on 27.12.2018 an RTI (Annexure C-6) was filed by the complainant with District Town Planner, Faridabad and information was received vide memo no. 348 dated 30.01.2019 (Annexure C-7). It was informed by the SPIO cum District Town Planner, Faridabad that the license has been transferred under the name of High-tech Construction Private Limited



9. That it was further informed to the complainant that the High-tech Construction Private Limited is responsible and liable to complete the project & allotment for the Affordable Homes in this project.
10. That thereafter, complainant communicated the contents of RTI to Sh. Harpal Singh and requested the allotment of the flat, but all the requests fell on deaf ears and in order to further harass the complainant Sh. Harpal Singh even refused to refund the amount paid to him as advance and instalment.

**C. RELIEF SOUGHT**

11. In view of the facts mentioned in the Complaint above, the Complainant(s) prays for the following relief(s): -
  - i. The complaint may be refunded amount of Rs.19000 @ 15% interest w.e.f. 04.03.2016.
  - ii. The complainant may be refunded amount of Rs. 7,50,000 @ 15% interest w.e.f. 13.04.2016. The said amount was paid as instalment on account of allotment of flat which has not yet been allotted by the respondent.
  - iii. The complainant has been mentally harassed by the respondent firm for the last 6 years, hence compensation amount of Rs. 10,00,000 may be awarded in favour of the complainant.



**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT NO.1**

Learned counsel for the respondent no.1 filed detailed reply on 08.0.2023 pleading therein:

12. That, the present complaint is not maintainable as the complainant has deliberately not annexed various documents which will make the present complaint not maintainable.
13. That it is humbly submitted that a license No. 146 of 2014 dated 01.09.2014 was granted in favour of SRS Retreat Services Limited & High-tech Construction Company Private Limited in collaboration with SRS Retreat Services Limited for setting up of an Affordable Group Housing Colony in the name of "SRS HIGH-TECH AFFORDABLE HOMES" under Affordable Housing Policy 2013. Thereafter, the said license was transferred in the name of answering respondent and the project name was also changed from "SRS HIGH-TECH AFFORDABLE HOMES" to "HIGH-TECH AFFORDABLE HOMES". Now, vide order dated 10.08.2022, the Director Town and Country Planning has transferred the license No.146 of 2014 of Hightech Construction Co. Private Ltd to Vashisth Estates Limited It germane to mention that after transfer of aforesaid license in the name M/s Vashisth Estates Ltd (herein after referred as company), company preferred an application before this Hon'ble Authority for change of project name from High-tech Affordable Homes to "VASHISTH HEIGHTS" and this Hon'ble Authority vide order dated





17.10.2022 was pleased to change the project name. Thus, the answering respondent is not a proper party against whom the complainant is seeking relief by way of present complaint.

14. That it is pertinent to mention that the booking, allotment and deposit of the amount and all other dealings have been entered into between the complainant and SRS Retreat Services Limited and the answering respondent is not even a signatory to either of the documents annexed and relied upon by the complainant for seeking refund.
15. That, the complainant has clandestinely concealed the fact that his name does not appear in the draw of lots and thus the allotment letter dated 04.03.2016, whereby the alleged flat/floor was allotted to the present complainant by the SRS Retreat Services Limited is not a valid allotment letter and the same is a result of fraud committed by the SRS group (SRS group and its promoters have collected huge amount of money from the various buyers/persons in the name of bookings). It is germane to mention that the complainant's name is also not included in the list of allottees given by the SRS to the answering respondent at the time of handing over the project. Copy of draw of lots and list of allottees are annexed herewith and marked as Annexure R-4.
16. It is important to mention herein that the present project is being developed under the Affordable Housing Policy, 2013 floated by the Government of Haryana; and any deviation from the provisions of the policy would entail

  
P. K. Patil



cancellation of the license / developmental rights. Thus, there can be no deviation from the terms of this policy. It is germane to mention herein that as per clause 1 (iv) of the Affordable Housing Policy, 2013 the projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. It is submitted that the on 12.09.2019, the building plan for the given project was approved by the competent authority and thus in view of clause (iv) of the policy, the completion date of the project would be 12.09.2023. Therefore, the present complaint is pre-mature and liable to be dismissed.

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

17. During oral arguments both parties reiterated their arguments as were submitted in writing.

**F. ISSUES FOR ADJUDICATION**

18. Whether the Complainant is entitled to relief of refund of the deposited amount along with interest? If yes, from whom?

**G. OBSERVATIONS OF THE AUTHORITY**

19. Authority has gone through rival contention and documents placed on file and observes that initially complaint was filed by the complainant SV Gupta HUF against respondent no.1, i.e. Hightech Construction Company Private Limited, however, on 22.11.2022 an application was filed by



complainant for impleadment of M/s SRS Retreat Services Private Limited and M/s Vashisht Estates Limited as respondent no. 2 & 3 respectively as necessary parties in the captioned cases. The impleadment application was allowed and M/s SRS Retreat Services Limited and M/s Vashisht Estates Limited were impleaded as respondent no.2 & 3.

20. Notices were successfully served upon respondent no.1, 2 and 3. Reply has been filed on behalf of respondent no.1 only. Despite service of notice neither anyone appeared on behalf of respondent no. 2 M/s SRS Retreat Services Limited, nor any reply has been filed on its behalf. Hence, matter is proceeded ex-parte against respondent no. 2.
21. Authority observes that complainant has alleged that he was allotted unit no.C-1/05/AF 87/504 in affordable housing project namely, 'SRS Hightech Affordable Homes' situated in Sector 87, Faridabad by M/s SRS Retreat Services out of the percentage of 'company quota' allocated to licensee company (M/s SRS Retreat Services). Complainant have further alleged that he had paid an amount of Rs.19,000/- in cash on 04.03.2016 as advance money on account of allotment of the said unit and accordingly, an allotment of flat letter was also issued by M/s SRS Retreat Services Limited whereby complainant was allotted flat no.504 on 5<sup>th</sup> floor of Tower-C1, measuring carpet area 483.648 sq.ft. Allotment letter-cum-builder buyer agreementwere also executed on the same day, i.e.



04.03.2016. Subsequent thereupon, complainant had allegedly paid Rs.7,50,000/- through RTGS to SRS Retreat Services Limited on 13.04.2016.

22. Complainant is aggrieved by the fact that even after lapse of more than 7 years he has neither been handed over the unit nor has been refunded the amounts paid against the said unit and is therefore, seeking relief of refund of amount paid @ 15% interest w.e.f. date of each payment along with compensation on account of mental harassment.
23. It is the case of the complainant that though allotment was made by landowner company M/s SRS Retreat Services Limited, later license no. 146 of 2014 for development of affordable group housing colony was transferred in the name of M/s Hightech Construction Company Private Limited and subsequently, Department of Town & Country Planning again transferred the license from Hightech Construction Company Private Limited to M/s Vashisht Estates Limited vide order dated 10.08.2022. Therefore, it is the transferee licensee who are liable for any default/liability incurred upon M/s SRS Retreat Services Limited
24. On perusal of document relied upon by complainant, it is observed that complainant has attached a receipt signed and issued by respondent no.2 i.e. M/s SRS Retreat Services Limited on 04.03.2016 whereby complainant had paid an amount of Rs.19,000/- (including Rs.18,335/- towards basic





sale price and Rs.665/- as service tax). It is further observed that on the same day i.e. 04.03.2016 respondent no.2 had signed and issued a letter with subject: "allotment of flat/floor in our ground housing project 'SRS Hightech Affordable Homes', Sector 87, Faridabad and allotted flat no.504, 5<sup>th</sup> floor in Tower C-1." Furthermore, again, on the very same day, respondent no.2 acting through its authorised signatory Shri Ashok Singhal executed a buyer's agreement with complainant wherein it is provided that *"Developer invited applications for allotment of flats in aforesaid affordable group housing colony in accordance with Affordable Group Housing Policy 2013. Allottee submitted application for allotment of flats. Flats in aforesaid group housing colony were allotted to applicants by way of draw of lots which took place on 05<sup>th</sup> August 2015 in the presence of government authorities. And whereas as per results of aforesaid draw of lots as per details mentioned below is allotted to allottee."* As per payment schedule at Annexure-A of buyer's agreement entered into between complainant and respondent no.2, at page-26 of the complaint 5% of the total sale price was to be paid at the time of submission of application form and 20% of total cost of the flat was to be paid at the time of allotment of flat. As per information on page 31 of complaint, the basic sale price of the flat was Rs.19,34,592/- (net + Rs.48,729/- for balcony and Rs.170/- per sq.ft. for other development charges).





25. Authority observes that complainant in its complaint has admitted to have paid an amount of Rs.19,000/- as advance money on 04.03.2016. Surprisingly, on the same date of making advance payment for allotment, i.e. 04.03.2016, complainant was issued an allotment letter by respondent no.2 allotting him unit no.C1-504. There is neither any allegations nor any proof that any other payment for booking a flat in the aforesaid project was ever made by complainant prior to 04.03.2016. Meaning thereby that complainant came into picture only on 04.03.2016. Also, there is no document on record to show that complainant ever applied for allotment of unit in the aforementioned project or paid any advance amounts prior to 05.08.2015. There are apparent contradictions in timelines as provided/ mentioned in the documents attached by complainant, because, if the advance amount for booking of unit was paid on 04.03.2016 then how is it possible that complainant was allotted the unit by way of draw held on 05.08.2015, as has been mentioned in the allotment letter/buyer's agreement dated 04.03.2016, annexed at page 16 of the complaint.
26. Further, complainant, at the index page of the complaint, has mentioned that Annexure C3 of the complaint runs from page no 13-31. On perusal of Annexure C3 of complaint, Authority observes that page 13 is an undated cover page of the allotment letter/buyer's agreement; page 14 is a letter date 15.04.2016 with subject: allotment of unit no.C1/05/AF87/504 out of



the licensee's company's quota of flats; from page 15-25 is copy of allotment letter/buyer agreement dated 04.03.2016 signed by authorised signatory of 'M/s SRS Retreat Services Limited' namely Shri Ashok Singhal; page 26, 27 and 28-30 comprise of "Annexure A", "Annexure B", and "Annexure C", respectively, of the allotment letter; page 31 comprise of a schedule of price and additional charges 2 Bedroom. However, it is observed that at "Annexure A, B and C to the allotment letter from page 26-30, unit no. find mention as C1/405, whereas as per the content of the complaint, complainant was allotted unit no 504, Type C on Tower C1. Furthermore, it is observed that page no(s) from 15-30 (buyer's agreement) bear signature of Shri Ashok Singhal, whereas price schedule at page 31 is apparently signed by an authorised signatory other than Shri Ahok Singhal.

27. It is pertinent to mention that complainant has alleged that he was allotted unit no.C-1/05/AF-87/504 'out of the percentage of company quota of flats allocated to respondent no.2', however, none of the three documents dated 04.03.2016 i.e. allotment of flat/floor letter (at annexure C1, page 11 of complaint), receipt of advance payment of Rs.19,000/ (at annexure C2, page 12 of complaint), and allotment letter/ buyer's agreement (at annexure C3, page 15-31 of complaint), which crystalised the terms of agreement between the executing parties find mention of the fact that complainant was allotted unit from the company quota of respondent no.2. Even



subsequently, when complainant made payment of Rs.7,50,000/- towards instalment for the unit this important fact never found mention in receipt issued on 13.04.2016. The factum of allotment of unit no.C-1/05/AF-87/504 in affordable housing project name 'SRS Hightech Affordable Home' out of the percentage of company quota allotted i.e. to M/s SRS Retreat Services Limited was for the first time mentioned in letter dated 15.04.2016 signed by the authorised representative of respondent no.2.

28. Relying upon this letter dated 15.04.2016, complainant is contending that he was allotted flat under the 5% discretionary quota available to developer under the Affordable Housing Policy 2013. Here, Authority observes that it is a matter of general public information that as per clause-5 (II) (b) of Affordable Housing Policy 2013, *"upto 5% of total number of flat approved in the building plans may be allotted by a licensee to its employee/associates/friends/ relatives etc. subject to the disclosure of their name/address and other identification details to the allotment committee and the allotment procedure for such flats shall also be completed along with draw of flats for general category flat. The rates and eligibility criteria prescribed under this policy shall continue to be applicable on such preferential allotment also and the allotment procedure shall be completed along with general category flats. In case less allotments are made for such preferential category flats, the extra availability shall be merged with*

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*general category allotments.*” It is apparent from a bare reading of this clause that the 5% flats under the company quota of the licensee shall also be filled along with draw for flats for general category. It is not denied by any of the parties that a draw of lots was conducted on 05.08.2015. This fact with respect to date of draw of lots also find mention in the buyer’s agreement executed between complainant and respondent no.2. If so, is the case, then the chronology of events is that a draw of lots for 818 flats for the affordable group housing project ‘SRS Hightech Affordable Homes’ took place on 05.08.2015 in the presence of allotment committee comprising of representatives from Department of Town & Country Planning. As per clause 5 (II) (b) of the policy allotment of flats under 5% quota was to be completed on the same day, however, it is a matter of record that on the date of draw of lots under general and 5% preferential category complainant had not even paid the advance booking amount. Thus, if the draw of lots and allotment under preferential category took place on 05.08.2015 and on that date if the complainant had not even applied for allotment/paid advance booking amount then there does not appear even a remote possibility that complainant could have been allotted a unit on 05.08.2015 under any category whether general or preferential. Further, even if it is presumed that mentioning of fact that “complainant was allotted unit by way of draw held on 05.08.2015” was a typographical error, then it is nowhere mentioned in the allotment letter or buyer’s





agreement that the complainant was allotted the subject unit under company's quota allotted to respondent no.2. It is pertinent to mention here that it is a general market practice that when allotment is made, allottee is informed of the category under which allotment has been, however in the captioned complaint there is no mention of the fact that allotment was made under company quota of respondent no.2 in allotment letter or in the buyer's agreement.

29. Authority observes that if there was any allotment under the "preferential category", post 15.08.2015, in terms of clause 5 (II) (b) of Affordable Housing Policy details of allotment made would have been made submitted to the allotment committee, meaning thereby that such information, if any, would be in public domain. However, no such document from public domain has been relied upon or submitted by complainant to prove the fact that he was allotted the subject unit from under the preferential company quota of respondent no 2.
30. As has been observed in the above paragraphs there are ambiguities/ discrepancies in the date of draw and date of allotment/payment, as it is apparent from document relied upon by complainant that allotment was done on 04.03.016, whereas this fact that allotment was done under company quota was communicated to complainant vide letter dated 15.04.2016 i.e. after accepting payment of Rs.750000/- as instalment on



13.04.2016, whereas buyer's agreement mentions that allotment was done vide draw dated 05.08.2015. There is no doubt an agreement entered into between the complainant and respondent no.2 for allotment of a flat in the affordable group housing project been developed by respondent no.2, however from the document on record it could not be established whether unit no C1/504 was allotted to complainant. As per Affordable Housing Policy, if there was any allotment done 04.03.2016 by respondent no.2, the information regarding the same would have been in communicated to the competent authority. In fact, complainant has made best endeavour to seek information regarding allotment done under company quota by respondent no.2 from 01.04.2016 to 31.03.2017, however the reply to RTI dated 26.05.2023 also does not provide any information regarding allotment done under company's preferential quota from 01.04.2016 to 31.03.2017. Hence, from the documents on record it could not be proved that allotment of unit no. C1/504 was done in favour of the complaint. Nevertheless, there is also no doubt about the fact that a huge amount of Rs.769000/- was collected from the complainant by respondent no.2 for allotment of a flat in the year 2016, possession of which has till date not been delivered to complainant, thus complainant is entitle to refund of the amount as per provision of Section 18 of the Real Estate (Regulation and Development) Act, 2016.



31. Now, the issue to be adjudicated is who is liable to refund the amounts or whether all three respondents are jointly and severally liable to refund the amount to the complainant. Complainant has taken a plea that one Mr. Harpal Singh was the authorised representative of both M/s SRS Retreat Services Private Limited and Hightech Construction Company Private Limited at the time of signing of LC IV Agreement dated 01.09.2014 and was thus responsible for development of the project. And since Mr Harpal Singh was also authorised signatory for Hightech Construction Company Private Limited and license was also transferred in favour of Hightech Construction Company Private Limited vide DTCP order dated 23.01.2018, and subsequently in favour of M/s Vashisht Estates Limited vide order dated 10.08.2022, therefore, transferee licensee be made liable for any default/liability incurred upon M/s SRS Retreat Services Limited. In this regard, Authority observes that buyer's agreement dated 04.03.2016 was signed between the complainant and respondent no.2 M/s SRS Retreat Services Private Limited, who was the landowner licensee and collaborator at the time buyer's agreement was signed. Payment of total amount of Rs 769000/- was also paid to M/s SRS Retreat Services Private Limited. On perusal of documents, it is evident that Mr. Harpal Singh was the authorised signatory for both M/s SRS Retreat Services Private Limited and Hightech Construction Company Private Limited for signing LC IV agreement; however, the buyer's agreement was signed by the Shri Ashok

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Singh acting as authorised representative of "M/s SRS Retreat Services Limited".

32. Subsequently, license no. 146 of 2014 and responsibility to develop the project and all liabilities were transferred in favour of Hightech Construction Company Private Limited and then later to M/s Vashisht Estates Limited vide orders of DTCP dated 23.01.2018 and 10.08.2022 respectively, meaning thereby that on the date of filing of complaint i.e. 06.03.2022, Hightech Construction Company Private Limited was responsible for all liabilities on the project and on the date of decision M/s Vashisht Estates Limited was responsible for the same. However, it's a general principle of law that a person or an entity can only be made liable for the responsibilities that had been passed over to it. It is apparent from reading of page 3 of the Joint Venture Agreement dated 09.06.2017 (subsequent to the alleged date of allotment in favour of complainant) between M/s SRS Retreat Services Limited, Hightech Construction Company Private Limited and M/s Trishul Realcon Private Limited that SRS had invited application for allotment of main dwelling unit in the colony and draw of allotment of flat to applicants has already been held on 05.08.2015 in accordance with affordable housing policy and 511 dwelling units stand allotted. On transfer of license no 146 of 2014 liabilities towards these 511 allottees got transferred to the subsequent transferee

  
Rathee



licensees. As per the list of applicants provided by the DTP, Faridabad at annexure-4 of reply, name of complainant does not reflect among the names of the successful applicants of draw of lots dated 05.08.2016. Also, as discussed in above paragraph there is nothing on record to show that subsequent to 05.08.2016 there was any allotment done under the company's quota. Since, complainant is neither the one amongst the 511 allottees to whom the allotment was made vide draw date 05.08.2015, nor could it be proved that allotment under company quota was made in favour of complainant on any subsequent date, subsequent transferee licensees cannot be made liable for an illegal act committed by their predecessor.

33. Nonetheless, as observed by the Authority in para 30, M/s SRS Retreat Services Limited collected a huge amount of Rs.769000/- from the complainant for allotment of a flat, which could not be proved to have been allotted to the complainant, thus it is M/s SRS Retreat Services Limited who shall be liable to refund the total amount collected from complainant along with interest at the prescribed rate of interest as provided under 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 10.75% (8.75% + 2.00% from the date amounts were paid till the actual realization of the amount.

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34. Authority has got calculated the total amount along with interest calculated at the rate of 10.75% till the date of this order and total amount works out to Rs 13,73,716/- as per detail given in the table below:-

Sr. No.	Complaint No.	Principal Amount (in Rs.)	Interest @10.75% till 03.08.2023 (in Rs.)	Total amount to be refunded (in Rs.)
1.	408/2022	Rs. 19,000/-	Rs.15,159/-	Rs. 34,159/-
2.	408/22	Rs. 7,50,000/-	Rs.5,89,557/-	Rs. 13,39,557/-
3.	465/2022	Rs.19,000/-	Rs.15,165/-	Rs. 34,165/-
4.	465/2022	Rs. 7,50,000/-	Rs.5,89,557/-	Rs. 13,39,557/-

35. Complainant has also sought relief of compensation on account of mental harassment. In this regard it is observed that Hon'ble Supreme Court in its landmark judgement titled "*Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and Others*" had settled that Adjudicating Officer of the Authority shall adjudicate and grant the relief of compensation in terms of Section 71 and 72 of The Real Estate (Regulation and Development) Act, 2016. In view of the ratio laid down by the Hon'ble Supreme Court, complainant is at liberty to pursue for relief of compensation before the Adjudicating Officer of the Authority in the prescribed form.



36. Authority also deems it appropriate to observe that it appears that some fraud has been committed upon the complainant by M/s SRS Retreat Services Limited, however the same cannot be adjudicated in the summary proceedings under Real Estate (Regulation And Development), Act, 2016. Therefore, this order is without prejudice to the rights of the complainant to avail remedy under criminal law against respondent no.2 i.e. M/s SRS Retreat Services Limited.

#### **H. DIRECTIONS OF THE AUTHORITY**

37. Hence, the Authority hereby passes this common order in the captioned 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 no. 2. i.e. M/s SRS Retreat Services Limited is directed to refund the entire amount of Rs.13,73,716/- and Rs 13,73,722/- to the complainants in complaint no. 408 of 2022 and 465 of 2022 respectively.
- (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.



*J. K. Jaiswal*

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

40. A copy of this order be placed in another complaint case i.e. 465 of 2022.



.....  
NADIM AKHTAR  
[MEMBER]



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