



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Name of the Builder		MVL LTD		
Project Name		MVL River City.		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of complainant	Appearance on behalf respondent
1.	1388 of 2023	Indu Gupta Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
2.	1412 of 2023	Aman Bindra Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
3.	1413 of 2023	Deepanshu Garg Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
4.	1414 of 2023	Jai Singh Saini and Nirmal Singh Saini Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
5.	1415 of 2023	Kiran Jain Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.

*[Handwritten Signature]*

6.	1416 of 2023	Namita Gulati Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
7.	1419 of 2023	Rajni Goel Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
8.	1420 of 2023	Ripu Daman Singh Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
9.	1421 of 2023	Sandeep Gambhir Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
10.	1422 of 2023	Sukhbir Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
11.	1423 of 2023	Surender Mehta and Sanjeev Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
12.	1424 of 2023	Tej Pal and Chattar Pal Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.
13.	1465 of 2023	Ashwani Kumar Taneja and Mukul Taneja Vs. MVL Ltd	Adv. Savinder Singh Gill, counsel for complainant, through VC.	Adv. Karan Kaushal, Counsel for through VC.



**CORAM: Dr. Geeta Rathee Singh Member**  
**Chander Shekhar Member**

**Date of hearing: 04.06.2024**

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

1. This order shall dispose off all the 13 above captioned complaints filed 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 above captioned complaints are similar in nature. The complainant in all above captioned complaints are allottees of the project namely; MVL River City; being developed by the same respondent/ promoter, i.e., MVL Ltd. The fulcrum of the issue involved in all above captioned cases is also same. Therefore the bunch of 14 cases is disposed off by taking complaint no. 1388 of 2023 as the lead case.



**3. BRIEF FACTS OF LEAD COMPLAINT CASE NO. 1388 OF 2023:**

- (i) That the complainant booked a plot measuring 180 square yards in project being developed by the respondent under the name of “MVL River City” situated at Jagadhari, Yamuna Nagar, Haryana.
- (ii) That the possession of the plot was not offered by the respondent and due to the said non delivery of the plot by the respondent, complainants had approached this Authority and filed a complaint bearing no. 2435 of 2019 wherein Authority had allowed refund with interest vide order dated 05.05.2022.
- (iii) That complainant had prayed for refund of Rs. 21,55,000/- but was not able to submit proof of complete payments and receipts of only ₹12,91,500/- were submitted while filing complaint bearing no. 2435 of 2019 and therefore Authority allowed refund of Rs.12,91,500/- and refund of the remaining amount of Rs. 8,64,000/- was not allowed as such.
- (iv) Authority while passing order dated 05.05.2022 had observed that the complainants who have claimed to have paid more amount than the amount being awarded , may file their claim before the respondent for refund of such excess amount. Liberty was also given to the complainants to file fresh complaint for the said amount if the respondent disputes so.





(v) That complainant has also paid the remaining amount of Rs. 8,64,000/- to the respondent. Details of said amount is given in the table below:

Sr. No	Date	Amount
1.	27.04.2016	₹3,64,500/-
2.	08.11.2016	₹3,64,500/-
3.	10.04.2017	₹1,35,000/-
	Total	₹8,64,000/-

(vi) That complainant sent letters/emails from 05.07.2022 to 20.06.2023 along with proofs of remaining payment of Rs. 8,64,000/- and had asked it to refund the said amount. Complainant also visited the office of the respondent but respondent refused to pay the said amount and till date said amount has not been refunded to the complainant.

4. Complainant has sought following reliefs :

- (i) To refund the balance/remaining amount of Rs. 8,64,000/- along with interest as contemplated under Rule 16 of The Real Estate (Regulation and development) Rules, 2017, from the date of payment till realization.
- (ii) Direct the respondent to pay Rs. 35,000/- towards cost of litigation.
- (iii) Any other order or relief which Id. Authority deems fit and proper in the facts and circumstances of the case, may kindly be passed in favour of the complainant and against the respondent.



**REPLY ON BEHALF OF RESPONDENT**

5. Notice was served to the respondent on 20.07.2023 which got successfully delivered on 24.07.2023. On first date of hearing on 31.08.2023, none appeared on behalf of the respondent. On the second date of hearing on 05.12.2023, counsel for respondent sought time to file reply which was granted subject to cost of ₹5000/- payable to the Authority and ₹2000/- payable to the complainant. Further, on the third date of hearing, counsel for the respondent sought an opportunity to settle the case. Same was granted, however it was ordered that in case settlement is not effected then additional cost of 10,000/- payable to the Authority and ₹5,000/- payable to the complainant will be imposed upon the respondent. No replies have been filed by the respondent in all the captioned complaints.

6. **ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT**

Counsel for complainant reiterated the facts as mentioned in the complaint and referred to para 9 of the bunch order passed by the Authority dated 05.05.2022 wherein liberty was granted to both the parties to approach the Authority in case of dispute in calculations. He requested that refund of remaining amounts for which receipts have now been submitted may be granted along with interest.



**7. ARGUMENTS OF LEARNED COUNSEL FOR RESPONDENT**

Ld. Counsel for the respondent stated that respondent is not contesting the captioned complaints as cases have already been decided by the Authority in bunch vide order dated 05.05.2022. However, he submitted that allottees in complaint no. 1412 of 2023, 1420 of 2023 and 1465 of 2023 are subsequent allottees and they have not got the endorsement done in their favor. He requested that these three allottees may first be directed to get the units endorsed in their favor.

**8. ISSUE FOR ADJUDICATION**

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

**9. 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 that detailed order was already passed by the Authority while disposing the bunch order dated 05.05.2022 and complainants were held to be entitled refund and interest. Relevant part of said order is being reproduced below for ready reference:

*"In view of the undisputed fact situation, Authority allows relief of refund to all the complainants along with interest*





*calculated in accordance with Rule 15 of the HRERA Rules i.e., @SBI MLCR + 2 %. The amount originally paid and amount of interest admissible in each case has been got calculated by Authority from its accounts department.”*

However, at the time of disposal of complaint vide order dated 05.05.2022 complainants had failed to submit complete receipts so Authority in the interest of justice had granted an opportunity the complainants, who have claimed to have paid more amount than the amount is awarded to file their claim before the respondent for refund of such excess amount. Liberty was also given to the complainants to file fresh complaint for the said amount if the respondent disputes so. Relevant part of said order is being reproduced below for ready reference:

*“The complainants who have claimed to have paid more amount than the amount of which receipts/proofs has been submitted, may file their claim before the respondent for refund of such excess amount also they shall specifically send a copy of the receipts or other proof in support of their claims. In case such payments have actually been made, the respondent shall refund such excess amount also along with interest @ 9.40% w.e.f the date of making payments. In case of dispute in calculations, both parties will be at liberty to approach the Authority by way of fresh complaints.”*

Complainant has submitted that she sent letter/e-mails dated 05.07.2022, 04.05.2023 and 20.06.2023 along with proofs of remaining payment amounting to Rs. 8,64,000/- and requested the respondent to refund the said amount. She also visited the office of the respondent but respondent





refused to pay the remaining amount along with interest. Authority observes that since this Authority had earlier granted liberty to the complainants to approach the Authority by way of fresh complaints, captioned complaints are allowed.

Authority further observes that all rights of the parties have to be decided in one go. Authority has already adjudicated upon the merits of this case on 05.05.2022 but refund of full amount of the complainants could not be granted by the Authority in the absence of receipts. Now when the complainants have come before the Authority after they have already approached the respondent and respondent has refused to refund their remaining amount. Complainants are entitled to refund and interest of the remaining amount as per the provisions of RERA Act, 2016 in terms of order dated 05.05.2022. The question that has now arisen is that what is the rate of interest at which interest will be allowed to the complainants and till which date interest will be allowed to the complainants. Authority observes that if receipts would have been filed by the complainants at the time of filing the complaints, interest at same rate that is @9.40% till the date of order ,i.e, 05.05.2022 would have been allowed. It was the duty of the complainants to submit all the receipts at the time of filing complaints. Now, just because the complainants have not provided the receipts in May 2022, they cannot be allowed to have undue advantage of enjoying the



interest till June 2024. The rate of interest(9.40%) as on 05.05.2022(date of initial order) will be taken and calculation of interest will also be done up till 05.05.2022 as complainants were in possession of the receipts filed by them but failed to submit the same while filing their complaints in 2022. Authority has got calculated the total amounts along with interest as per detail given in the table below:

Sr. no.	Complaint no.	Remaining amount	Interest @ 9.40% p.a.	Total
1.	1388 of 2023	₹8,64,000/-	₹4,59,118/-	₹13,23,118/-
2.	1412 of 2023	₹4,04,940/-	₹1,92,303/-	₹5,97,243/-
3.	1413 of 2023	₹13,75,000/-	₹9,87,857/-	₹23,62,857/-
4.	1414 of 2023	₹2,46,000/-	₹1,89,553/-	₹4,35,553/-
5.	1415 of 2023	₹7,50,000/-	₹5,01,265/-	₹12,51,265/-
6.	1416 of 2023	₹ 1,53,675/- (claim denied as complainant has submitted a cheque and not bank statement)	--	--
7.	1419 of 2023	₹5,45,000/-	₹3,93,541/-	₹9,38,541/-
8.	1420 of 2023	₹2,25,263/-	₹1,73,629/-	₹3,98,892/-



9.	1421 of 2023	₹6,84,000/-	₹4,93,897/-	₹11,77,897/-
10.	1422 of 2023	₹8,56,120/-	₹6,03,906/-	₹14,60,026/-
11.	1423 of 2023	₹2,29,137/- (claim denied for want of proof)	--	--
12.	1424 of 2023	₹8,56,120/-	₹6,64,479/-	₹15,20,599/-
13.	1465 of 2023	₹7,37,750/-	₹5,67,776/-	₹13,05,526/-

- 10.** In complaint no.1416 of 2023, Complainant has sought refund and interest of the remaining amount of Rs. 1,53,675/-, however on perusal of file, it is revealed that complainant has annexed a cheque for proof of said payment, it is not known that whether said cheque was actually encashed or not so Authority cannot grant refund of this amount without proper proof of this payment.
- 11.** In complaint no. 1423 of 2023, Complainant has sought refund and interest of the remaining amount of Rs. 2,29,137/-. It has been submitted that for proof of payments annexure C-2 may be referred. On perusal of annexure C-2 at page no. 55-57, it is revealed that complainant has annexed two account statements but said statements are in the name of Deepak Mehta and Sonia Mehta. Complainant has failed to prove that an amount of Rs. 2,29,137/-



has been paid by him, so his relief with respect to refund of the remaining amount along with interest cannot be granted.

12. In complaint no. 1414 of 2023, Complainant has sought refund and interest of the remaining amount of Rs. 2, 53,456/-. For proof of an amount of Rs.5, 592/- copies of cheques have been annexed. it is not known that whether said cheque was actually encashed or not so Authority cannot grant refund of this amount without proper proof of this payment.

13. Further, allottees in complaint no. 1412 of 2023, 1420 of 2023 and 1465 of 2023 are directed to first get the units endorsed in their favour. Respondent is also directed to facilitate said endorsement in favour of the complainants in aforementioned complaints.

#### **14. 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 remaining amount to the complainant as specified in the table provided in para 9 of this order. It is further clarified that respondent(s) will







remain liable to pay the complainant interest till the actual realization of the amount.

- (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.

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

  
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**CHANDER SHEKHAR**  
[MEMBER]

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