



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Date of Decision	02.09.2024
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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 of respondent
1.	603 of 2023	Pranav Kumar Kaushik Vs. Raheja Developers Ltd	Mr. Sitanshu Sharma, counsel for the complainant, through VC.	None appeared on behalf of respondent.
2.	1149 of 2023	Gurtaj Singh Vs. Raheja Developers Ltd	Mr. Govind Chauhan, counsel for the complainant.	None appeared on behalf of respondent.
3.	1634 of 2023	Sarthak Gupta Vs. Raheja Developers Ltd	Mr. Gagandeep Singh, proxy counsel for Mr. Satvinder Singh counsel for the complainant, through VC.	None appeared on behalf of respondent.
4.	1635 of 2023	Arzoo Gupta Vs. Raheja Developers Ltd	Mr. Gagandeep Singh, proxy counsel for Mr. Satvinder Singh counsel for the complainant, through VC.	None appeared on behalf of respondent.
5.	2197 of 2023	Renu Gupta Vs. Raheja Developers	Mrs. Renu Gupta, complainant herself, through VC.	None appeared on behalf of respondent.

*[Handwritten Signature]*

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6.	2351 of 2023	Roop Kishan Vs. Raheja Developers Ltd	Mr. Roop Kishan, complainant himself, through VC.	None appeared on behalf of respondent.
7.	2446 of 2023	Shyam Dhanial Vs. Raheja Developers Ltd	Mr. Maninder Singh, counsel for the complainant, through VC.	None appeared on behalf of respondent
8.	2447 of 2023	Yogesh Kumar Vs. Raheja Developers Ltd	Mr. Maninder Singh, counsel for the complainant, through VC.	None appeared on behalf of respondent
9.	2541 of 2023	Neetu Singh Vs. Raheja Developers Ltd	Mr. Piyush Kansal, counsel for the complainant, through VC.	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. 603 of 2023 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 various opportunities, respondent failed to file replies in all the above captioned cases.
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**

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:

<b>Krishna Housing Scheme</b>							
<b>Possession Clause 5.2 in Builder Buyer Agreement:</b>							
<i>"The 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 execution of builder buyer agreement	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Offer of possession given or not given	Relief sought
1.	603 of 2023 Pranav Kumar Kaushik Vs. Raheja Developers Ltd 20.03.2023	Not filed	7004, 7 <sup>th</sup> floor, Tower A	06.08.2015	TSC: ₹23,56,001/- Paid amount: ₹13,70,731/-	Not given	Refund of paid amount along with interest.
2.	1149 of 2023 Gurtaj Singh Vs. Raheja Developers Ltd	Not filed	1001, 1 <sup>st</sup> floor, Tower C2	03.11.2015	TSC: ₹15,24,022/- Paid amount: ₹13,93,193/-	Not given	Refund of paid amount along with interest.

	19.05.2023						
3.	<b>2197 of 2023</b> Renu Gupta Vs. Raheja Developers Ltd  29.09.2023	Not filed	11006, 11 <sup>th</sup> floor, Tower C2	24.12.2016	TSC: ₹15,24,022/- Paid amount: ₹15,09,989/-	Not given	Refund of paid amount along with interest.
4.	<b>2351 of 2023</b> Roop Kishan Vs. Raheja Developers Ltd  18.10.2023	Not filed	10011,10 <sup>th</sup> floor, Tower A	24.09.2015	TSC: ₹23,20,901/- Paid amount: ₹21,30,761/-	Not given	Refund of paid amount along with interest.
5.	<b>2446 of 2023</b> Shyam Dhanra Vs. Raheja Developers Ltd  03.11.2023	Not filed	1004, 1 <sup>st</sup> floor, Tower C1	09.09.2015	TSC: ₹15,24,022/- Paid amount: ₹11,86,118/-	Not given	Refund of paid amount along with interest.
6.	<b>2541 of 2023</b> Nectu Singh Vs. Raheja Developers Ltd  11.12.2023	Not filed	11006, 11 <sup>th</sup> floor, Tower E4	14.09.2015	TSC: ₹16,57,258/- Paid amount: ₹10,67,496/-	Not given	1. Refund of paid amount along with interest. 2. Pay litigation cost of ₹50,000/-.

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**5. CATEGORY I: COMPLAINT NO. 603 OF 2023 IS TAKEN AS A LEAD CASE AND BRIEF FACTS OF THIS COMPLAINT ARE AS UNDER**

- (i) Complainant booked 2 bedroom unit on 29.05.2015 and paid an amount of ₹1,21,440/- vide receipt no.REC0020/01970/15-16 dated 29.05.2015 as booking amount. Respondent provisionally allotted a unit no. 7004, 7<sup>th</sup> floor, Tower A, having total carpet area of 640.61 sq.ft , balcony area 99.61 sq.ft in the project namely; "Krishna Housing Scheme" situated in Sector 14, Sohna, Nuh (Gurugram), Haryana, having total sale consideration of ₹23,56,001/- under the Affordable Housing Policy 2013 vide allotment letter dated 06.08.2015. Copies of the receipt of booking amount and provisional allotment letter are annexed as Annexure C1 and C2 respectively.
- (ii) That on 06.08.2015, a pre-printed, unilateral, one-sided, arbitrary ex-facie Builder Buyer's agreement was executed inter-se the respondent promoter and the complainant. As per clause 5.2 of said agreement, the builder proposes to complete the construction and offer of the possession of the said unit within forty-eight (48) months from the date of the receiving of environment clearance or sanction of building plans whichever is later. Copy of the Builder Buyer Agreement is annexed as Annexure C-3. That as per the payment schedule (Annexure -A) attached with the agreement



executed between the parties, the complainant made regular payments of installments on demand raised by the respondent builder from time to time.

Copies of receipts are attached from Annexure C-5 to C-9.

(iii) That after completion of four years from the date of allotment, i.e., 06.08.2015, the complainant visited the office of the respondent developer to ask for the possession of the allotted unit but no satisfactory reply was received. The complainant visited many times the office of the developer for the possession of the unit but when no satisfactory reply was received, the complainant suspected some foul play on the part of the developer, hence he contacted some other allottees in this regard. Thereafter the complainant and other allottees of the same housing scheme visited the site of the Krishna Housing Scheme. They were shocked to know that no construction of the flats has started yet. That the respondent builder company has charged the amounts as per schedule (Annexure- A) on the basis of tentative construction schedule but no construction has been made so far. Therefore the respondent has cheated the complainant deliberately and intentionally.

(iv) That as per the terms and conditions of the agreement, the respondent developer had to deliver the possession of the flat within 48 months from the date of receiving the environment clearance or sanction of building plan whichever is later. As per the contents of the allotment letter, it is



clear that the sanction of the building plan has already been received by the developer but even then the possession has not been given after the expiry of 48 months. Hence the respondent developer has committed deficiency in service, breached the contract and has adopted unfair trade practice, and thus, is liable to refund the amount deposited with interest along with compensation of Rs.10,00,000/- for harassment, mental torture and agony. That since 2019, the complainant is regularly visiting the project site and office of the respondent to know the status of the project and date of possession of the unit. It was utter shock to the complainant when on 16.11.2020, he came to know that construction of Tower A is not yet started.

- (v) That main grievance of the complainant in the present complaint is that despite the complainant had paid Rs.13,30,731/-, i.e., more than 50% of the purchase price of the unit, in a timely manner, the respondent has miserably failed to deliver the possession of fully constructed and developed unit as per the specifications shown in the brochure and promised in BBA. That there is an inordinate delay in handing over the possession of the unit.
- (vi) That due to the above acts of the respondent and the unfair terms and conditions of the Builder Buyer agreement, the complainant has been unnecessarily harassed mentally as well as financially, therefore the





respondent is liable to compensate the complainant on account of the aforesaid act of unfair trade practice.

- (vii) That the respondent has neither handed over the possession of the unit nor refunded the amount deposited along with interest to the complainant which is against the law, equity and fair play. Therefore being aggrieved person, filing the present complaint before this Hon'ble Authority.
- (viii) That as per section 18 of the RERA Act 2016, the promoter/respondent is liable to pay interest on delayed possession or return of amount and to pay compensation to the allottees of an apartment, building, or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.
- (ix) That the complainant wants to withdraw from the project. The promoter has not fulfilled its obligation therefore as per obligations on the promoter under section 12, 11 (4), and 19(4), therefore the promoters obligated to refund the paid amount along with interest at the prescribed rate.

## **6. RELIEFS SOUGHT**

Complainant has sought following reliefs :

- i. To direct the respondent to refund the amount deposited Rs.13,30,731/- along with prescribed interest from the date of payment till date of refund (as per section 11 (4), 12, 18 & 19(4) of the Real Estate (Regulation and Development) Act, 2016).



- ii. To direct the respondent to pay the complainant a compensation of Rs.10,00,000/- for mental torture, agony, harassment, discomfort, and undue hardship.
- iii. To direct the respondent to pay litigation cost of Rs.1,00,000/- to the complainant.
- iv. To restrain the respondent from giving effect to unfair clauses unilaterally incorporated in the Apartment Buyer Agreement.
- v. Any other relief to which the complainant is found entitled by this Hon'ble Authority/Adjudicating Officer.

#### **7. REPLY ON BEHALF OF RESPONDENT**

Notice was served to the respondent on 05.04.2023 which got successfully delivered on 07.04.2023. Despite giving three 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 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 on behalf of respondent 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:

<b>Affordable Housing Scheme 2013</b>							
<b>“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.”</b>							
Sr. no.	Complaint no./Title/Date of filing	Reply Status	Unit no.	Date of allotment letter	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Offer of possession given or not given	Relief sought
1.	2447 of 2023 Yogesh Kumar Vs. Raheja Developers Ltd 03.11.2023	Not filed	4009, 4 <sup>th</sup> floor, Tower C2	10.07.2015 (Provisional allotment letter)	TSC: ₹15,24,022/- Paid amount: ₹10,67,496/-	Not given	Refund of paid amount along with interest.
2.	1634 of 2023 Sarthak Gupta Vs. Raheja Developers Ltd 04.08.2023	Not filed	4004, 4 <sup>th</sup> floor, Tower E1	10.07.2015 (Provisional allotment letter)	TSC: ₹16,57,258/- Paid amount: ₹16,89,051/-	Not given	Refund of paid amount along with interest.



3.	1635 of 2023 Arzoo Gupta Vs. Raheja Developers Ltd  04.08.2023	Not filed	5002, 5 <sup>th</sup> floor, Tower B1	10.07.2015 (Provisional allotment letter)	TSC: ₹12,80,380/- Paid amount: ₹11,80,653/-	Not given	Refund of paid amount along with interest.
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**10. CATEGORY II: COMPLAINT NO. 2247 OF 2023 IS TAKEN AS A  
LEAD CASE AND BRIEF FACTS OF THIS COMPLAINT ARE AS  
UNDER**

- (i) Relying upon the assurances of the respondent that respondent was going to launch the project namely; "Krishna Housing Scheme" in sector-14, Sohna, District Mewat, complainant booked a residential flat bearing no. 4009, 4<sup>th</sup> floor, Tower C2 having carpet area of 414.37 sq.ft for total sale consideration of ₹15,24,022/-. It was assured by the respondent that they had already taken the required necessary approvals and sanctions except environmental clearance from the concerned authorities and departments to develop and complete the proposed project on time as assured by the respondent.
- (ii) Thereafter, respondent issued provisional allotment letter dated 10.07.2015, which is annexed as Annexure A. From the date of booking till today, respondent had raised various demands for the payment of instalments from the complainant towards the sale consideration of the said flat and the complainant has duly paid all the demands without any



default. Complainant has totally paid an amount of ₹10,67,496/- towards sale consideration as on today to the respondent. Copy of ledger dated 16.04.2020 is annexed as Annexure B.

(iii) Complainant had tried his level best to reach the respondent and inquire about the status of project but the respondent choose not to reply. Cause of action accrues in favour of complainant when the respondent advertised and communicated with complainant and upon that complainant booked the said flat and it further arose when respondent failed to construct the said flat. Cause of action is continuing one and still subsisting on day to day basis as the respondent has not refunding the amount paid by the complainant or delivering the possession of said flat even after repeated request made by the complainant to the respondent in this regard.

(iv) 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. Complainant prays before this Hon'ble Authority to pass an order to direct the respondent to refund the entire amount paid as sale consideration at the prescribed rate on the total amount paid by the complainant amounting to ₹10,67,496/- for the said flat on account of delay in delivering the possession.
- ii. Cost of the complainant be allowed.
- iii. Pass any other order which this Authority deems fit and proper..

### **12. REPLY ON BEHALF OF RESPONDENT**

Notice was served to the respondent on 07.11.2023 which got successfully delivered on 10.11.2023. 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 on behalf of respondent 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. 603 of 2023, complainant booked unit/flat in the project "Krishna Housing Scheme" which is being developed under the 'Affordable Housing Policy-2013' of Government of Haryana being developed by the respondent/promoter namely; Raheja Developers Ltd. Complainant was allotted unit no.7004, 7<sup>th</sup> 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. Complainant had paid a total sum of ₹13,30,731/- 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.2447 of 2023, complainant booked unit/flat in the project “Krishna Housing Scheme” which is being developed under the ‘Affordable Housing Policy-2013’ of Government of Haryana being developed by the respondent/promoter namely; Raheja Developers Ltd. and complainant was allotted unit 4009, 4<sup>th</sup> floor, Tower C2, in the said project at Sector-14, Sohna, Haryana vide allotment letter dated 10.07.2015 and complainant had paid a total sum of ₹10,67,496/- against the basic sale consideration price of ₹15,24,022/-. 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 on perusal of documents on record in complaint no.2197 of 2023, observed that the respondent/promoter 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 complainant 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., 02.09.2024 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11.10%.

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 11.10% (9.10% + 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 amount to be refunded to the complainant
1.	603 of 2023	₹13,30,731/-	₹12,91,606/-	₹26,22,337/-



2.	1149 of 2023	₹13,93,193/-	₹12,39,726/-	₹26,32,919/-
3.	1634 of 2023	₹16,89,051/-	₹13,88,452/-	₹30,77,503/-
4.	1635 of 2023	₹11,80,653/-	₹10,05,861/-	₹21,86,514/-
5.	2197 of 2023	₹15,09,989/-	₹13,08,129/-	₹28,18,118/-
6.	2351 of 2023	₹21,30,761/-	₹19,01,230/-	₹40,31,991/-
7.	2446 of 2023	₹11,86,118/-	₹10,85,333/-	₹22,71,451/-
8.	2447 of 2023	₹10,67,496/-	₹10,10,660/-	₹20,78,156/-
9.	2541 of 2023	₹10,49,804/-	₹9,91,941/-	₹20,41,745/-

- x. Relief under clause (iv) in complaint no. 603 of 2023 was neither argued nor pressed upon by the complainant during the course of hearing, therefore, no direction is passed in this regard.
- xi. Further, the complainants in complaints nos. 603, 1149, 1634, 1635, 2446, 2447, 2541 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 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 will remain liable to pay the interest to the complainant till the actual realization of the amount.
- (ii) Respondent is also directed to deposit the costs of ₹5000/- payable to the Authority and ₹2000/- payable to the complainant in complaints nos. 1634, 1635, 2197, 2351,

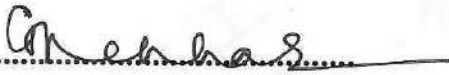


2446, 2447, 2541 of 2023 (Total cost of ₹35,000/- payable to the Authority and ₹14,000/- payable to the complainants).

(iii) Respondent is further directed to deposit the cost of ₹15,000/- payable to the Authority and ₹7000/- payable to the complainant in complaint nos.603 and 1149 of 2023 (Total cost of ₹30,000/- payable to the Authority and ₹14,000/- 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]

  
.....  
**NADIM AKHTAR**  
[MEMBER]