

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1632 of 2022
Date of filing:	14.07.2022
Date of first hearing:	27.09.2022
Date of decision:	14.01.2025

Amit Seth & Dolly Malhotra 100 B, Block UU, Opposite Maharaja Agersein Model School, Vishakha Enclave Pitampura, North West Delhi, Delhi-110034.

...COMPLAINANTS

VERSUS

Ansal Properties and Infrastructure Limited. Office:-115 Ansal Bhawan, 16 Kasturba Gandhi Marg, New Delhi- 110001

...RESPONDENT

CORAM:

Dr. Geeta Rathee Singh

Member

Chander Shekhar

Member

Present:

Mr. Vivek Sethi, learned counsel for the complainants through

video conference.

Mr. Sunny Tyagi, learned counsel for the respondent through

video conference.

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ORDER

1. Present complaint was filed on 14.07.2022 by the complainants under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as '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 fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETIALS

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

Sr. No.	Particulars	Details
1.	Name of the project	Green Escape Apartments, Phase-2, Sonipat
2.	RERA Registered/not registered	Registered-IIRERA-PKISNP-173-2019 dated 30.10.2019.
3.	Flat No.	0102-27-0802
4.	Area	1541 sq. ft.
5.	Date of booking	09.09.2011

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6.	Date of allotment	09.09.2011
7.	Date of flat buyer agreement (FBA)	09.09.2011
8.	Deemed date of possession	09.09.2015; clause 5.1 Subject to clause 5.2 and further subject to all the buyers/allottees of the flats in the said residential project and the said flat as far as possible within 42 months, with an extended period of 6 months from the date of execution of this agreement or from the date of commencement of construction of the particular tower/block in which the said unit is situated subject to sanction of the building plan whichever is later.
9.	Basic sale consideration	Rs. 28,50,850/- as per FBA.
10.	Amount paid by the complainants	Rs. 30,96,759.82/- It is pertinent to mention here that complainants in their pleadings as well as affidavit filed on 20.05.2024 claimed total paid amount as Rs 30,09,560/- However, on addition of paid amount reflected in table mentioned at para 3 of
		affidavit, total paid amount comes to Rs 30,96,759.82/ Said amount is taken as final for purpose of passing of this order.

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B. FACTS OF THE CASE AS STATED IN THE COMPLAINT

- 3. Case of the complainants is that they booked a flat in respondent's residential project "Green Escape Apartments" at Sonipat on 09.09.2011 by paying Rs 1,50,000/-. Thereafter, respondent issued an allotment letter on 09.09.2011 whereby complainants were allotted an Apartment no. 0102-27-0802 admeasuring super area of 1541 square feet in the real estate project "Green Escape Apartments", Sector 35, Sonipat, Haryana-131029 being developed by the respondent promoter namely "Ansal Properties & Instructure Limited".
- 4. That flat buyer agreement for the unit in question was executed between respondent and complainants on 09.09.2011 for a total sale consideration of Rs. 28,50,850/- against which till date complainants have paid Rs. 30,09,560/- (correct paid amount is Rs 30,96,759/-). As per clause 5.1 of the flat buyer agreement, respondent was to deliver possession of the allotted flat within a period of 42 months from the date of execution of flat buyer agreement with a grace period of 6 months, thus deemed date of possession of the flat comes out to be 09.09.2015. However, till date no offer of possession has been made by respondent.

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- 5. That the respondent company has acted contrary to Clause 5.4 of flat buyer agreement dated 09.09.2011, in accordance with which in case the company is not in a position to allot the property, then, the company shall pay to the buyer, compensation @ Rs. 5 per Sq Ft. of the super area of the said flat per month for the period of delay.
- 6. That the complainants have at all times made payment against the demands of the respondent and as per payment schedule of the agreement pertaining to his flat but despite receipt of the payments, the development work on the site project is very slow and at a very nascent stage and even till the date, construction has not been completed by the respondent.
- 7. That it has also transpired after physically inspecting the site that in future also there is no scope of handing over possession since the development of the area is very limited. It has also come to the knowledge of the complainants that requisite approvals from the authorities have also not been taken by respondent, which further strengthens the belief of the complainants that respondent has committed fraud on public at large by alluring them towards project, in question.
- 8. That the respondent has withheld the hard earned money of the complainants for their benefit and have used the money for their own

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- purpose and did not invest the money in the completion of the project for which the complainants was duped to pay.
- 9. That since the complainants wish to withdraw from the project of the respondent on account of non- delivery of possession of the units, the complainants are entitled to receiving interest on the amount paid to the respondent as per mandate of Rule 15 of Haryana Real Estate (Regulation and Development) Rules,2017 interest of State Bank of India's highest Marginal Cost of Lending Rate (MCLR) plus 2%.
- 10. That Ld. Haryana Real Estate Regulatory Authority, Panchkula in various decisions qua the project in question i.e. Escape Green Apartments has observed that the construction activities of the project are at halt and thus ordered for refund of the amount deposited by allottee towards respective apartments in the project in question.

C. RELIEFS SOUGHT

- 11. In view of the facts mentioned above, the complainants pray for the following reliefs:
 - i. Direct the respondent to refund amount of Rs. 30,09,560/- (Rupces Twenty Nine Lakhs Sixteen Thousand Three Hundred Fifty One Only) (correct paid amount is Rs 30,96,759/-) paid towards allotted residential Flat/Unit No.: 0102-27-0802, (SUPER AREA: 1541 SQ.

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- FT.) in Green Escape Apartments, Sector 35, Sonipat, Haryana 131029.
- ii. Direct the respondent to pay interest on delayed possession for more than 8 years as per Rule 15 of Haryana Real Estate (Regulation And Development) Rules, 2017 since 30.05.2015 to the complainants.
- iii. Direct the respondent to pay the Rs. 5,00,000/- as part of damages to the complainants on account of mental agony, torture and harassment.
- iv. Direct the respondent to pay the Rs. 5,00,000/- as compensation to the complainant as part of deficiency of service on your part.
- v. Direct the respondent to refund of all legal costs of Rs. 50,000/incurred by the complainants.
- vi. Grant any other relief as this Hon'ble Authority deems fit in the peculiar facts and circumstances of the present complaint.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed reply on 11.10.2023 pleading therein:

12. That present complaint is not maintainable as this Authority has no jurisdiction to entertain this complaint as the complainants have not come

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with clean hands and has concealed the material fact from this Hon'ble Authority.

Builder buyer agreement was executed much prior to coming into force of 13. the RERA Act and, thus provisions of the Real Estate (Regulation and Development), Act 2016 are not applicable retrospectively. It is averred the Real Estate (Regulation and Development) has been made fully operational with effect from 1st of May 2017. In the State of Haryana, Haryana Real Estate (Regulation and Development) Rules, 2017 came into force with effect from 28.07.2017. At this stage it is pertinent to submit that any new enactment of laws are to be applied prospectively as held by the Hon'ble Supreme Court in no of cases, in particular, in the matter of 'CIT vs. Vatika Township (P) Ltd', it has been held that the new legislation ought not to change the character of any past transactions carried out upon the faith of the then existing law. In fact, it is well settled law that the retrospective operation of statute may introduce such element of unreasonableness as was held in State of WB us. SC Bose (1954SCR 5787) and Express Newspapers P Ltd us. UOI /1959 SCR 12). Therefore, the Act being a substantial new legislation ought to operate prospectively and not retrospectively. That it is further respectfully submitted that, recently in the matter of Neel Kamal Realtor Suburban (P) Ltd. Vs. U01 &Ors. The

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Hon'ble High Court of Judicature at Bombay, held that the provisions of RERA are retroactive in nature and not retrospective.

- That the complainants have not filed the present complaint in proper form 14. and the same is not as per the provisions of The Haryana Real Estate Regulatory Authority, Panchkula (Adjudication of Complaints), Regulations, 2018. That the respondent started the construction of unit on 16.04.2014 and the super structure of the tower has been completed and only finishing work is pending, however work has been stopped at the site due to financial crunch and reasons beyond the control of the respondent and will take about 12-18 months in completion of work. Evenmore, the construction work got adversely affected due financial crunch in the real estate market and also due to the Covid-19 Pandemic.
- 15. That in the reply respondent denies each and every averment or allegation made by the complainants, in the complaint.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

16. During oral arguments learned counsel for the complainants reiterated the factual position as mentioned at Para 3-8 of this order and pressed upon refund of paid amount stating that possession of unit is not possible even in

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near future. On the other hand, Ld. counsel for the respondent reiterated the submissions as submitted in written statement.

F. ISSUES FOR ADJUDICATION

17. Whether the complainants are entitled to refund of amount deposited by her along with interest in terms of Section 18 of Act of 2016?

G.FINDINGS AND OBSERVATIONS OF AUTHORITY

- 18. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments rendered by both parties, Authority observes and orders as follows:
 - i. One of the averments of respondents is that the present complaint is not maintainable as provisions of the RERA Act of 2016 will not apply on the agreements executed prior to coming into force of RERA Act,2016. Respondent has argued that relationship of builder and buyer in this case will be regulated by the agreement dated 09.09.2011, previously executed between them and same cannot be examined in light of the provisions of RERA Act, 2016. In this regard Authority observes that after coming into force the RERA Act, 2016, jurisdiction of the civil court is barred by Section 79 of the Act. However, Authority is deciding disputes between builders and buyers strictly in accordance with terms of the provisions of flat-buyer agreements. After RERA Act of 2016

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coming into force the terms of agreement are not re-written, the Act of 2016 only ensure that whatever were the obligations of the promoter as per agreement for sale, same may be fulfilled by the promoter within the stipulated time agreed upon between the parties. Issue regarding opening of agreements executed prior to coming into force of the RERA Act, 2016 was already dealt in detail by this Authority in complaint no. 113 of 2018 titled as *Madhu Sareen v/s BPTP Ltd.* Relevant part of the order is being reproduced below:

"The RERA Act nowhere provides, nor can it be so construed, that all previous agreements will be re-written after coming into force of RERA. Therefore, the provisions of the Act, the Rules and the Agreements have to be interpreted harmoniously. However, if the Act or the Rules provides for dealing with certain specific situation in a particular manner, then that situation will be dealt with in accordance with the Act and the Rules after the date of coming into force of the Act and the Rules. However, before the date of coming into force of the Act and the Rules, the provisions of the agreement shall remain applicable. Numerous provisions of the Act save the provisions of the agreements made between the buyers and seller."

Further, as per recent judgment of Hon'ble Supreme Court in Newtech Promoters and Developers Pvt. Ltd it has been held that the projects in which completion certificate has not been granted by the competent Authority, such projects are within the ambit of the definition of on-going

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projects and the provisions of the RERA Act, 2016 shall be applicable to such real estate projects. Further, as per section 34(e) it is the function of the Authority to ensure compliance of obligation cast upon the promoters, the allottees and the real estate agents under this Act, and the rules and regulations made thereunder. Furthermore, it is observed that issue regarding operation of RERA Act,2016 whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgement dated 11.11.2021 passed in Civil Appeal No. (s) 6745-6749 of 2021 titled as M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (supra), wherein the Hon Apex Court has held as under:-

"41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case." "45. At the given time, there was no law regulating the real estate sector, development

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works/obligations of promoter and allottee, it was badly felt that such of the ongoing projects to which completion certificate has not been issued must be brought within the fold of the Act 2016 in securing the interests of allottees, promoters, real estate agents in its best possible way obviously, within the parameters of law, Merely because enactment as prayed is made retroactive in its operation, it cannot be said to be either violative of Articles 14 or 19(1)(g) of the Constitution of India. To the contrary, the Parliament indeed has the power to legislate even retrospectively to take into its fold the pre-existing contract and rights executed between the parties in the larger public interest." "53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers allottees, or shirk from cannot their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection."

The provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion

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though the contract/ agreement might have taken place before the Act and the Rules became applicable. Hence, it cannot be stated that the provisions of the Act and the Rules made thereunder will only be prospective in nature and will not be applicable to the agreement for sale executed between the parties prior to the commencement of the Act.

- ii. Respondent has also taken an objection that complainants have not approached this Authority with cleans hands. However, no detailed arguments were made in this respect nor any documentary evidence has been attached in file in support of it. Mere pleading of said objection is not sufficient to establish the fault of complainants. Hence, objection raised by respondent does not hold any merit. In view of aforesaid discussion, it is concluded that this Authority has complete jurisdiction to entertain the captioned complaint and objection raised by the respondent regarding maintainability of the present complaint is rejected.
- iii. Respondent has taken an objection that complaint has not been filed in proper form and the same is not as per provisions of the Haryana Real Estate Regulatory Authority, Panchkula (Adjudication of Complaints) Regulations, 2018. However, said plea is not supported by respondent with any factual position/documentary reference. Mere pleading that complaint is not in proper form without detailing out the reasons/factors

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for it does not hold weightage to said objection and hence, same deserves rejection.

iv. In this present complaint, complainants are seeking relief of refund of paid amount along with interest. In this regard reference is made to section 18 of the RERA Act, 2016 which deals with "Return of amount and compensation". Section 18 of RERA Act, 2016 is reproduced below:

"If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed"

Section 18 which is covered under chapter 2 of the RERA Act (Functions and duties of the promoter) provides for an obligation on the promoter in

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case the promoter fails to complete or unable to give possession of an apartment plot and building as per agreement for sale.

- In the present complaint as per clause 5.1 of the flat buyer agreement dated 09.09.2011, promoter was obligated to handover the possession of the unit within 48 months from the execution of flat buyer agreement i,e. by 09.09.2015. However, promoter failed to deliver the possession of the unit within time stipulated in the flat buyer agreement despite receipt of Rs.30,96,759.82/- by year 2019 against total sale consideration of Rs. 28,50,850/-. Further, as admitted by the respondent itself in its reply at para 8 that unit in question is still not complete and is likely to take one and half more year time for completion after commencement of construction work due to financial crunch. As per statement of ld. counsel of complainants the construction work has been stopped at the site for the last 3-4 years and there is no hope of its completion in near future. However, the respondent neither in its written statement nor at time of arguments has specified any date or time period as to when the construction work will be resumed and possession of the unit can be offered to the complainants.
- vi. Complainants on the other hand, had filed the present complaint on 14.07.2022 seeking relief of refund which shows the intent of complainants to withdraw from the project. Respondent has taken a defence that delay in

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construction has been due to financial constraints and reasons beyond the control of the promoter w.r.t financial constraints. In this regard, Authority observes that the plea of financial crunches raised by respondent for the simple reason is not tenable for the simple reason that no documentary evidence has been placed on record to establish the fact that respondent was not having proper funds to carry out the construction work of the unit. Rather the Authority has no hesitation in stating that in view of the facts of the case, financial crunches could have occurred only if the money paid by the allottees was not misappropriated by the respondent/promoter instead of using/putting the amount towards construction of the project. Secondly, with respect to the plea of respondent that due to reasons beyond control complainant could not completed. Authority observes, that it is a very general statement having not been supported by any document, therefore, same is not tenable.

vii. In view of the fact of the case it is observed that an extraordinary delay of 9 years have already been caused in handing over possession from the due date of offer of possession. Hence, the complainants would be entitled to relief of refund as they cannot be forced/compelled to wait endlessly for completion of project. As on date, the complainants are an aggrieved person who have not been handed over possession of the flat as per agreement of

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sale. The cause of action, i.e., handing over of possession still persists even after the RERA Act,2016 coming into force.

- Developers Pvt. Ltd. versus State of Uttar Pradesh and Others2021 (11)

 ADJ 280" 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."

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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.

ix. This project is already delayed by nine years and it is still not complete and admittedly respondent is not in a position to complete the project within reasonable time, therefore, the Authority finds it to be a fit case for allowing refund in favour of complainants. The complainants will be entitled to refund of the paid amount from the dates of various payments made till realisation. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

"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

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date the allottee defaults in payment to the promoter till the date it is paid;

- x. 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".
- xi. 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. 14.01.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 11.10%.
- xii. Accordingly, respondent will be liable to pay the complainants interest from the date amounts were paid till the actual realization of the amount. Hence, Authority directs respondent to refund to the complainants the paid amount of Rs 30,96,759.82/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017

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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 amount along with interest calculated at the rate of 11.10% till the date of this order and said amount works out to ₹ 38,13,294/- as per detail given in the table below:

Sr. No.	Principal Amount	Date of payment	Interest Accrued til. 14.01.2025
1.	150000	09/09/2011	222471
2.	200911	21/11/2011	293519
3.	85000	20/12/2011	123430
4.	200000	20/01/2012	288539
5.	150000	16/02/2012	215173
6,	342673	24/03/2012	487703
7.	124081	18/04/2012	175653
8.	368330	30/05/2012	516715
9.	1400	01/06/2012	1963
0.	84751	13/06/2012	118533
11,	405	13/06/2012	566

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12.	96568	08/11/2012	130714
13.	76972	14/10/2013	96230
14.	128756	29/04/2014	153256
15.	205726	26/09/2014	235488
16.	206545	06/11/2015	210924
17.	202841	16/05/2016	195298
18.	5399.91	29/08/2016	5027
19.	238332.91	11/05/2017	203377
20.	228068	26/07/2019	138715
Total	30,96,759.82		38,13,294

In respect of relief clause iii, iv, v mentioned at para 11 of this order whereby that complainants are seeking compensation to the tune of ₹. 5,00,000/- on account of damages to the complainant and amount of ₹ 5,00,000/- as compensation to the complainant as part of deficiency of service along with litigation cost of Rs. 50,000/-. 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

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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 complainant is free to approach the Adjudicating Officer for seeking the relief of litigation expenses and compensation.

H. DIRECTIONS OF THE AUTHORITY

- 19. Hence, the Authority hereby passes this order 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 is directed to refund the entire amount of ₹ 69,10,053.82 /-to the complainants. Interest shall be continued to be paid till the date, the amount and interest thereupon is refunded.
 - (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.

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20. Disposed of. File be consigned to record room and order be uploaded on the website of the Authority.

CHANDER SHEKHAR [MEMBER]

DR. GEETA RATHEE SINGH [MEMBER