



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

<b>Complaint no.:</b>	<b>1472 of 2022</b>
<b>Date of filing:</b>	<b>24.06.2022</b>
<b>First date of hearing:</b>	<b>09.08.2022</b>
<b>Date of decision:</b>	<b>06.03.2025</b>

**Mr. Pardeep Kumar Jindal S/o Sh. Sat Prakash,**  
R/O 52/24, Ramjas Road, Karol Bagh,  
New Delhi-110005

....COMPLAINANT

Versus

- 1. Parsvnath Developers Ltd. through its Chairman**  
Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032
- 2. Sh. Pradeep Kumar Jain, Director**  
Parsvnath Developers Limited  
Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032
- 3. Sh. Sanjeev Kumar Jain, Director**  
Parsvnath Developers Limited  
Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032

**4. Smt. Rakshita Sharma, Director**

Parsvnath Developers Limited

Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032

**5. Smt. Deepa Gupta, Director**

Parsvnath Developers Limited

Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032

**6. Sh. Subhash Chandra Setia, Director**

Parsvnath Developers Limited

Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032

**7. Sh. Mahendra Nath Verma, Director**

Parsvnath Developers Limited

Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032

**8. Sh. Rajeev Jain, Director**

Parsvnath Developers Limited

Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032

**9. Sh. Ashok Kumar, Director**

Parsvnath Developers Limited

Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032

**10. Sh. Raj Kumar Jain, Manager**

Parsvnath Developers Limited

Registered Office at Parsvnath Tower Near Shahdara Metro Station,  
Shahdara, Delhi: 110032

....RESPONDENTS

**CORAM:**

**Parneet S Sachdev**

**Chairman**

**Nadim Akhtar**

**Member**

**Chander Shekhar**

**Member**

**Present:** Mr. Rahul Jindal, representative for the complainant through VC.

Ms. Rupali Verma, counsel for the respondent in person.

**ORDER (PARNEET S SACHDEV - CHAIRMAN)**

1. Present complaint dated 24.06.2022 has been filed by the complainant 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 fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

**A. UNIT AND PROJECT RELATED DETAILS**

2. The particulars of the project, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Present & Future Project Location: Parsvnath Paliwal City, sector 38 & 39, Panipat.
2.	Name of promoter	M/s Parsvnath Developers Ltd.
3.	Date of Application	11.09.2004



4.	Plot no.	A1-028
5.	Unit area	492.24 sq. yard.
6.	Date of builder buyer agreement	Not executed
7.	Deemed date of possession	11.09.2007 (3 years from date of application i.e 11.09.2004)
8.	Total Sales Consideration	Rs. 29,77,584 /- (as per complainant pleadings on page no. 17)
9.	Amount paid by complainant	Rs. 17,70,000/- (as per company ledger annexed as Annexure-V)
10.	Offer of possession	Not made

**B. FACTS OF THE COMPLAINT.**

3. Facts of the Present Case are that the complainant and his wife, Mrs. Anita Jindal, were approached by representatives of respondent no. 1 in September 2004, with an investment proposal for a residential plot in the "Parsvnath City" project, Sonipat, Haryana.
4. That the complainants allured by the respondent's offer agreed to invest and booked two plots of 400 sq. yards each at a rate of ₹3,600 per sq. yard. In pursuance of which the complainant and his wife signed a standard application form for "Advance Towards Registration of a Plot in Future Project," and paid ₹2,25,000 each. A copy of the signed application form dated 11.09.2004 is annexed as ANNEXURE-II on page 36 of the complaint file.
5. Further, the respondents, vide letter dated 07.12.2005, demanded ₹5,35,000 each from the complainant and his wife to ensure priority allotment. The total amount paid by the complainants was ₹15,20,000,



representing 50% of the base price of the plots. Copies of the receipts for these payments, dated 07.12.2005, are annexed as **ANNEXURE-IV** in the complaint file.

6. That the respondents assured the complainants that all necessary approvals for the project have been obtained and possession of the plots would be handed over within six months from the application date (i.e., by 11.04.2009). Furthermore, the complainants were assured that interest at 10% per annum would be paid if allotment was not made within 9 months. That complainants state that despite repeated follow-ups, the complainants were neither provided proof of these approvals nor granted possession of the plots.
7. That in June 2019, following prolonged delays, a representative from the respondent company offered an alternate plot - Plot No. A1-028, admeasuring 492 sq. yards in Parsvnath Paliwal City, Panipat, at a discounted rate of ₹29,77,584. This rate adjusted the previously paid amount of ₹15,20,000. The complainant agreed to this offer and paid an additional amount of ₹2,50,000, bringing the total payment to ₹17,70,000. The remaining balance of ₹12,07,584 was to be paid at the time of registration and possession. Copy of the account statement for these payments, is annexed as **ANNEXURE-V** in the complaint file.
8. That despite assurances that the registration and possession of the alternate plot would be completed by May 2020, the respondents have





failed to honour this commitment. The complainant has repeatedly requested the handover of the plot and the execution of the conveyance deed, but the respondents failed to do so.

9. That the complainant alleges that the respondents, through fraudulent means, induced them to invest in a project that was essentially a sham, and is now evading their contractual obligations. The non-execution of the conveyance deed and delay in possession has caused significant financial and mental distress to the complainant.
10. In light of the foregoing facts, the complainant has filed the present complaint before this Hon'ble Authority seeking the reliefs as prayed for herein.

**C. RELIEFS SOUGHT**

11. The complainant in her complaint has sought following relief :-
  - i. The Respondents may kindly be ordered to handover the vacant physical possession of the foresaid Plot No. A1-028, Sector 38 & 39, PARSVNATH PALIWAL CITY-PANIPAT in terms of the receipt mail dated 11.06.2019 and execute the necessary title documents / conveyance deed etc and get the same registered in favour of Complainant, Pradeep Kumar Jindal



- ii. Pay a sum of Rs. 2,00,000/- towards the physical strain and mental agony suffered by the complainant; and Pay a sum of Rs. 1,00,000/- towards the cost of this petition,
- iii. Direct the Respondents suitably reduce the balance amount of Rs. 12,07,584 in consonance with the prevailing interest rates on account of delay in handover the vacant physical possession of the foresaid Plot No. A1-028, Sector 38 & 39, PARSVNATH PALIWAL CITY-PANIPAT and execution of the necessary title documents / conveyance deed etc. and get it registered in favour of Complainant, Pradeep Kumar Jindal.
- iv. Such order as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the present case, in the interests of equity, justice and fairness.

**D. REPLY ON BEHALF OF RESPONDENT**

Ld. counsel for the respondent filed a detailed reply on 20.10.2022 pleading therein as under :-

12. That the complaint filed by the complainant before this Hon'ble Authority is not maintainable as it pertains to an unregistered project of the respondent, and the relief sought does not fall within the jurisdiction of this Hon'ble Authority. The respondent further submits that the complaint is grossly barred by limitation, as the complainant has failed



to approach the authority within the prescribed time frame and has not pleaded for condonation of delay. As held by the Hon'ble Supreme Court in Surjeet Singh Sahni v. State of U.P., [2022 SCC Online SC 249], mere representations do not extend the limitation period, and the aggrieved party must approach the court within a reasonable time. In light of the above, this Hon'ble Authority does not have jurisdiction to adjudicate the present complaint.

13. That the complainant had merely expressed interest in booking a plot in one of the upcoming or new projects of the respondent company. At the time of registration for the respondent's future projects, the complainant was fully aware that neither the location nor the site of the project had been confirmed. The complainant had no priority allotment and had expressly undertaken in the application form (Clause F) that in the event of non-allotment, they would accept the refund of the amount deposited.
14. That on 23.05.2019, the complainant was provisionally allotted a plot measuring 492.24 square yards in the project "Parsvnath Paliwal City," Panipat, and has paid a total amount of Rs. 17,70,000/-. However, the complaint is misconceived and erroneous as no specific plot, project, or unit was allocated to the complainant either at the time of registration or thereafter.
15. That the respondent company has obtained a license bearing No. 163 to 171 of 2007 on 31.03.2007 from the Director, Town & Country





Planning (DTCP), Haryana, Chandigarh, for the development of a residential plotted colony. The said license was renewed on 09.07.2019 and remained valid up to 30.03.2021. The respondent company is in the process of applying for the renewal/revalidation of the said license. The project land was initially planned for group housing, which was later proposed to be converted into a plotted colony. Various applications were submitted to DTCP, Haryana, seeking approval of the revised layout plan, with the provisional approval being granted on 27.04.2015. However, the final approval is pending due to the requirement of shifting 33 KVA electric lines underground. The respondent company has already filed the necessary applications with UHBVN and DTCP and has submitted an undertaking stating that no third-party rights have been created in respect of the affected plots.

16. That the respondent company has fully paid all External Development Charges (EDC), Internal Development Charges (IDC), and other statutory dues. The internal development and basic infrastructure of the project have already been completed. That there is no intentional delay on the part of the respondent company, and the project has been delayed due to circumstances beyond its control. The complaint is frivolous, vague, and vexatious, filed solely to injure the interest and reputation of the respondent company. In the absence of any allotment or agreement to sell, no cause of action arises in favour of the complainant. The



present complaint is therefore liable to be dismissed as not maintainable, being barred by limitation and devoid of merit.

**E. REJOINDER FILED BY THE COMPLAINANT**

Ld. counsel for the complainant has filed the rejoinder on 13.03.2023 pleading therein as under :-

17. That the complainant alleges that the respondent's submissions in its reply are false and frivolous. He asserts that the surrounding plots have already been allotted to respective allottees, and the respondent's claim of delay due to government sanctions is without merit, constituting a deliberate strategy to harass the complainant.
18. That the complainant denies the respondent's claim that the allotment was provisional, asserting instead that it was permanent. He further alleges that the respondent continues to solicit buyers for the Parsvnath Paliwal City project through various channels, including its website. Copy of the brochure as reflected on the respondent's website is annexed as **ANNEXURE-1**(Colly) of the rejoinder.
19. Additionally, he referred to the Authority's order dated 19.10.2020 and 05.04.2021 passed in complaint no. 695/2020 titled "**HRERA, Panchkula v. Parsvnath Developers Ltd**" wherein the Authority had decided to register a Suo Moto complaint to monitor the project. In these proceedings, the respondent submitted that License No. 163-171 of 2021, dated 31.03.2007, had been renewed until 30.03.2021, and that





construction and development works, including sewer lines, storm water drainage, water lines, roads, street lights, overhead tanks, and underground water tanks, had been completed, as reflected in the order dated 19.10.2020. Further, during the hearing on 05.04.2021, the respondent's authorized representative made a contemptuous statement claiming that possession had been granted to all allottees and that sale deeds for 75 plots had been executed. This statement is indicative of malafide intent and an attempt to defraud legitimate allottees. Copies of the orders dated 05.04.2021 and 19.10.2020 are annexed as **ANNEXURE-III** (Colly). The complainant requests the Authority to direct the respondent to hand over possession of the plots or take appropriate action for redress, highlighting the respondent's failure to act in compliance with legal obligations.

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

20. Ld. counsel for the complainant reiterated the submissions made in writing, contending that in the previous hearing, the respondent had agreed to offer an alternate plot to the complainant. However, in their affidavit, the respondent has now stated that no alternate plot is available and has further disclosed that a liability of Rs. 20 crores is pending with the Director, Town & Country Planning (DTCP), Haryana. It has been submitted that DTCP will not permit the revised layout plan until the





said liability is discharged, which has consequently hindered the approval process.

21. Ld. counsel for the respondent, on the other hand, submitted that the alternate plots referred to earlier are owned by landowners who are unwilling to part with them despite the respondent's efforts to secure their availability. She further submitted that the best possible recourse available to the complainant is a refund, as in the absence of demarcation and a zoning plan, the respondent is not in a position to allot any plot. That the respondent has visited the office of the Tehsildar, who has assured that further steps will be taken in this regard. Further, she submitted that the Tehsildar has also sent a letter to DTCP, and an affidavit regarding the communication with the Tehsildar has been filed by the respondent. However with respect to the liability towards Uttar Haryana Bijli Vitran Nigam (UHBVN), it has been submitted that the respondent has already filed an appeal and has obtained a favourable order. In the said appeal, it was decided that the inventory provided by the respondent will be adjusted against the outstanding amount, and further action in this regard is pending from the department's side. That the respondent has reiterated its willingness to refund the amount deposited by the complainant along with interest. However, in light of the current circumstances, possession cannot be offered to the complainant at this stage.



**G. ISSUES FOR ADJUDICATION**

22. Whether the complainant is entitled to relief of possession of plot booked by him along with interest for delay in handing over the possession in terms of Section 18 of Act of 2016?

**H. OBSERVATIONS AND FINDINGS OF THE AUTHORITY**

23. On perusal of record and after hearing both the parties, Authority observes that the respondent has taken a stand that present complaint is not maintainable for the reason that it pertains to an unregistered project of the respondent, and the reliefs sought does not fall within the jurisdiction of this Hon'ble Authority. This issue that whether this Authority has jurisdiction entertain the present complaint as the project is not registered has been dealt and decided by the Authority in **complaint no. 191 of 2020 titled as Mrs. Rajni and Mr. Ranbir Singh vs Parsvnath Developers Ltd.** Relevant part of said order is being reproduced below:

*“Looked at from another angle, promoter of a project which should be registered but the promoter is refusing to get it registered despite the project being incomplete should be treated as a double defaulter, i.e. defaulter towards allottees as well as violator of Sector 3 of the Act. The argument being put forwarded by learned counsel for respondent amounts to saying that promoters who violate the law by not getting their ongoing/incomplete projects registered shall enjoy special undeserved protection of law because their allottees cannot avail benefit of summary procedure provided under the RERA Act for redressal of their grievances. It is a classic argument in which*





*violator of law seeks protection of law by misinterpreting the provisions to his own liking.*

*14. The Authority cannot accept such interpretation of law as has been sought to be put forwarded by learned counsel of respondent. RERA is a regulatory and protective legislation. It is meant to regulate the sector in overall interest of the sector, and economy of the country, and is also meant to protect rights of individual allottee vis-a-vis all powerful promoters. The promoters and allottees are usually placed at a highly uneven bargaining position. If the argument of learned counsel for respondent is to be accepted, defaulter promoters will simply get away from discharging their obligations towards allottee by not getting their incomplete project registered. Protection of defaulter promoters is not the intent of RERA Act. It is meant to hold them accountable. The interpretation sought to be given by learned counsel for respondent will lead to perverse outcome.*

*15. For the foregoing reasons, Authority rejects the arguments of respondent company. The application filed by respondent promoter is accordingly rejected."*

24. Respondent has also taken objection in his reply that the complaint is grossly barred by limitation. Reference in this regard is made to the judgement of Apex court Civil Appeal no. 4367 of 2004 titled as ***M.P Steel Corporation v/s Commissioner of Central Excise*** as follows:

*"A number of decisions have established that the Limitation Act applies only to courts and not to Tribunals. The distinction between courts and quasi-judicial decisions is succinctly brought out in Bharat Bank Ltd. v. Employees of Bharat Bank Ltd., 1950 SCR 459. This root authority has been followed in a catena of judgments. This judgment refers to a decision of the King's Bench in Cooper v. Wilson. The relevant quotation from the said judgment is as follows:- "A true judicial decision presupposes an existing dispute between two or more parties, and then involves four requisites: (1) The presentation (not 18 Page 19*





necessarily orally) of their case by the parties to the dispute; (2) if the dispute between them is a question of fact, the ascertainment of the fact by means of evidence adduced by the parties to the dispute and often with the assistance of argument by or on behalf of the parties on the evidence; (3) if the dispute between them is a question of law, the submission of legal argument by the parties, and (4) a decision which disposes of the whole matter by a finding upon the facts in dispute and application of the law of the land to the facts so found, including where required a ruling upon any disputed question of law. A quasi-judicial decision equally presupposes an existing dispute between two or more parties and involves (1) and (2), but does not necessarily involve (3) and never involves (4). The place of (4) is in fact taken by administrative action, the character of which is determined by the Minister's free choice." 18. Under our constitutional scheme of things, the judiciary is dealt with in Chapter IV of Part V and Chapter V of Part VI. Chapter IV of Part V deals with the Supreme Court and Chapter V of Part VI deals with the High Courts and courts subordinate thereto. When the Constitution uses the expression "court", it refers to this Court system. As opposed to this court system is a system of quasi-judicial bodies called Tribunals. Thus, Articles 136 and 227 refer to "courts" as distinct from "tribunals". The question in this case is whether the Limitation Act extends 19 Page 20 beyond the court system mentioned above and embraces within its scope quasi-judicial bodies as well. 19. A series of decisions of this Court have clearly held that the Limitation Act applies only to courts and does not apply to quasi-judicial bodies. Thus, in *Town Municipal Council, Athani v. Presiding Officer, Labour Court*, (1969) 1 SCC 873, a question arose as to what applications are covered under Article 137 of the Schedule to the Limitation Act. It was argued that an application made under the Industrial Disputes Act to a Labour Court was covered by the said Article. This Court negatived the said plea in the following terms:- "12. This point, in our opinion, may be looked at from another angle also. When this Court earlier held that all the articles in the third division to the schedule, including Article





181 of the Limitation Act of 1908, governed applications under the Code of Civil Procedure only, it clearly implied that the applications must be presented to a court governed by the Code of Civil Procedure. Even the applications under the Arbitration Act that were included within the third division by amendment of Articles 158 and 178 were to be presented to courts whose proceedings were governed by the Code of Civil Procedure. As best, the further amendment now made enlarges the scope of the third division of the schedule so as also to include some applications presented to courts governed by the Code of Criminal Procedure. One factor at least 20 Page 21 remains constant and that is that the applications must be to courts to be governed by the articles in this division. The scope of the various articles in this division cannot be held to have been so enlarged as to include within them applications to bodies other than courts, such as a quasi judicial tribunal, or even an executive authority. An Industrial Tribunal or a Labour Court dealing with applications or references under the Act are not courts and they are in no way governed either by the Code of Civil Procedure or the Code of Criminal Procedure. We cannot, therefore, accept the submission made that this article will apply even to applications made to an Industrial Tribunal or a Labour Court. The alterations made in the article and in the new Act cannot, in our opinion, justify the interpretation that even applications presented to bodies, other than courts, are now to be governed for purposes of limitation by Article 137." Similarly, in *Nityananda, M. Joshi & Ors. v. Life Insurance Corporation & Ors.*, (1969) 2 SCC 199, this Court followed the judgment in *Athani's case* and turned down a plea that an application made to a Labour Court would be covered under Article 137 of the Limitation Act. This Court emphatically stated that Article 137 only contemplates applications to courts in the following terms: "3. In our view Article 137 only contemplates applications to Courts. In the Third Division of the Schedule to the Limitation Act, 1963 all the other applications mentioned in the various articles are 21 Page 22 applications filed in a court. Further Section 4 of the Limitation Act, 1963, provides for the

*contingency when the prescribed period for any application expires on a holiday and the only contingency contemplated is "when the court is closed." Again under Section 5 it is only a court which is enabled to admit an application after the prescribed period has expired if the court is satisfied that the applicant had sufficient cause for not preferring the application. It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963."*

25. In view of the above cited case law, it is observed that since, the promoter has till date failed to fulfil his obligations to hand over the plot in its project to the complainant, the cause of action is re-occurring and the ground that complaint is barred by limitation stands rejected. Thus, the complaint is maintainable as per RERA Act, 2016. RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Henceforth, provisions of the limitation Act 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not Courts.
26. Further, it is also submitted by ld. counsel for the respondent in his reply that in the present case, neither the location nor the size or the price of the plot was ever promised to the complainant. However, perusal of customer ledger annexed as **Annexure R-13** of reply clearly reveals the unit number, size, rate, basic cost and booking amount paid by the





complainant for the project in question namely 'Parsvnath Paliwal City, Panipat'. Hence, said argument of respondent is not accepted.

27. As per clauses (a) and (f) of application form annexed as **Annexure R-1** of reply, it was agreed between the parties that respondent 'shall' allot a residential plot to applicant within a period of 6 months and in case he fails to do so for any reason whatsoever, advance money paid by applicant shall be refunded to her with 10% interest per annum.

Relevant clauses (a) and (f) reads as under:

*"(a) That you offer/me us a residential plot which you may promote in the near future within a period of 6 months."*

*"(f) Though the company shall try to make an allotment but in case it fails to do so for any reason whatsoever, no claim of any nature, monetary or otherwise would be raised by me/us except that the advance money paid by me/us shall be refunded to me/us with 10% simple interest per annum."*

To deal with this objection reference is made to **Civil Appeal no. 12238 of 2019** titled as *Pioneer Urban Land & Infrastructure Ltd v/s Govindan Raghavan* wherein the Hon'ble Supreme Court has held that the principle that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable clause in a contract entered into between the parties who are not equal in bargaining power.

28. In the present case, respondent promoter and complainant were not having equal bargaining power and respondent promoter was in a



dominant position. Complainant was bound to sign on dotted lines of application form to get the booking endorsed in his favour. Said undertaking in the application form is ex-facie one-sided, unfair, and unreasonable. Therefore said undertaking cannot bind the complainant with such one-sided terms.

29. With respect to the respondent's objection that the final approval is pending due to the requirement of shifting 33 KVA electric lines underground which is passing over the project's roads. This issue has already been adjudicated upon by this Authority in the course of earlier proceedings, and observed vide order dated 05.09.2024, as under:

*"9. The complainant further argued that the HT lines are not passing over Plot No. A1-028. Hence, the respondent's claim that registration can be effected only after the HT lines are shifted is devoid of merit. Upon close scrutiny of Annexure R-21, which includes a site plan marking the location of the complainant's plot and the alleged HT lines, it is evident that the HT lines do not traverse over the plot in question. This fact clearly negates the respondent's justification for the delay in execution of the conveyance deed.*

*10. In light of these findings, this Authority is of the considered view that the complainant ought not to be subjected to further delay on account of the respondent's non-compliance and outstanding obligations. The complainant has been awaiting execution of the conveyance deed for several years, and no fault is attributable to the complainant in this regard."*

Accordingly, the objections raised by the respondent on this ground stand already addressed and do not merit reconsideration.





30. Therefore, with respect to the entitlement of possession, the complainant was offered a specific alternate plot in Parsvnath Paliwal City, Panipat, and he accepted this offer by making an additional payment which has been duly admitted by the respondent in his reply which amounts to Rs. 17,70,000 (substantiated by customer ledger annexed by the respondent as **Annexure R-13**). The respondent's subsequent failure to honor the commitment of registration and possession signifies a deficiency in service. Having been offered and having paid a substantial amount for a specific alternate plot, the complainant holds a valid claim for the physical possession of Plot No. A1-028 in Parsvnath Paliwal City, Panipat.
31. In the present matter, it is pertinent to note that neither any allotment letter nor any Builder Buyer Agreement has been executed between the parties. Consequently, there exists no contractual clause stipulating the deemed date of possession. The sole document available on record which evidences the booking of the subject plot in the project "Parsvnath Paliwal City, Panipat" is the application form/letter dated 11.09.2004, which is annexed as Annexure R-1 to the reply filed by the respondent and as Annexure-I to the complaint filed by the complainant.
32. This application letter is the only document which records the booking of the plot along with the payment of the booking amount of Rs. 2,25,000/-. In the absence of any express stipulation regarding the





date of possession, a deemed date of possession has been inferred by taking a period of three years from the date of the said application form, i.e., 11.09.2004. Accordingly, the deemed date of possession is computed as 11.09.2007.

33. It is pertinent to mention here that the period of three years is considered to be a reasonable time for completion of such contracts. In support, reliance is placed on judgment dated March 12, 2018, passed in civil appeal no(s). 3533-3534 of 2017 titled as "*M/S. Fortune Infrastructure (Now Known As M/S. Hicon Infrastructure) & Anr. Vs Trevor D'lima & Ors.*", where the Hon'ble Supreme Court has observed that a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation and when there is no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. Hence, based on the facts and circumstances of the case, a time period of 3 years is reasonable time for the completion of the contract i.e., the possession was required to be given within 3 years of the contract. Accordingly, deemed date of possession works out to 11.09.2007.

34. In the present complaint, complainant intends to continue with the project and is seeking delayed possession charges as provided under the proviso to Section 18 (1) of the Act. Though, the respondent did not offer



possession to the complainant till date. Moreover, respondent did not took any serious steps towards handing over of physical possession after obtaining necessary approvals till date. Even in the prevailing situation, complainant has chosen to seek possession of the plot no. A-0128 and is insisting upon interest for delay in handing over of possession. Section 18 (1) proviso reads as under :-

*“18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building-*

*.....  
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”.*

35. 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;*

36. 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".*

37. 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 of this order i.e. 06.03.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 11.10%.
38. Complainant in his complaint has claimed that a sum of ₹17,70,000/- has been paid to respondent. Ld. counsel for the complainant agreed that the payments admitted by respondent in the above captioned case may be taken as final for the purpose of calculations of interest. In the circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while exercising option of taking possession of the plot, the allottee can also demand, and respondent is liable to pay, monthly interest for the entire period of delay caused at the rates



prescribed. So, the Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date i.e. 11.04.2007 to the date on which a valid offer will be sent to him after obtaining completion certificate.

39. Accordingly, Authority has calculated the interest on total paid amount i.e, ₹17,70,000/- from the deemed date of possession i.e, 11.09.2007 or the date of payment whichever is later, till the date of passing of this order at the rate of 11.10 %. In the present case, said amount works out to be ₹31,13,167/- as total interest and monthly interest is ₹16,686/- as per detail given in the table below:

Sr. No.	Principal Amount	Deemed date of possession (11.09.2007) or date of payment whichever is later	Upfront Delay Interest Accrued till the date of this order i.e., 06.03.2025	Receipts & Customer Ledger(information)
1.	₹15,20,000/-	11.09.2007	₹29,52,369/-	Receipts attached by the complainant in his complaint book from page no. 39 to 47 annexed as Annexure II to IV and customer ledger annexed as Annexure-V (page no-48)
2.	₹2,50,000/-	23.05.2019	₹1,60,798 /-	
	<b>Total=₹17,70,000/-</b>		<b>Total= ₹31,13,167/-</b>	
<b>Monthly interest=₹16,686</b>				

40. Further, the complainant is seeking compensation on account of mental agony, torture, harassment caused for delay in possession. 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.

41. It is pertinent to mention here that complainant has impleaded total 10 respondents out of which Respondent no. 1 is the Parsvnath Developers Ltd. and remaining 9 are the directors and managers of the company. However, no relief in particular has been sought against the said managers and directors impleaded from Respondent no. 2 to 10. Hence, no direction in this order is passed against respondent no.2 to 10.

**I. DIRECTIONS OF THE AUTHORITY**

42. Hence, the Authority hereby passes this common order in all six captioned complaints and issues following directions under Section 37 of the Act:

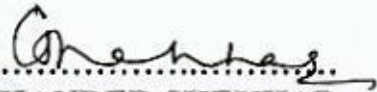


- i. Respondent is directed to deliver valid possession of plot no. A1-028 to the complainant in his project named 'Parsvnath Paliwal City, Panipat' as and when he obtains a valid completion certificate. Moreover, respondent is directed to pay upfront delay interest of Rs. ₹31,13,167/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire amount of Rs. 17,70,000/- monthly interest of Rs. 16,686 /- shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining completion certificate.
- ii. Respondent is directed to get the conveyance deed executed in favour of complainant after receipt of payment of stamp duty charges, within 90 days of offering a valid possession supported with completion certificate.
- iii. 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.
- iv. Complainant will remain liable to pay balance consideration amount, if any to the respondent at the time when possession offered to the complainant.





- v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate, i.e., 11.10% by the respondent/ Promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.
43. **Disposed of.** Files be consigned to record room after uploading order on the website of the Authority.

  
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**CHANDER SHEKHAR**  
[MEMBER]

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

  
.....  
**PARNEET S SACHDEV**  
[CHAIRMAN]