



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1934 of 2024

Jaspal Singh

....COMPLAINANT

VERSUS

Housing Board Haryana

.....RESPONDENT

CORAM: Dr. Geeta Rathee Singh
Chander Shekhar

Member
Member

Date of Hearing: 14.01.2025

Hearing: 1st

Present: - Adv. Dr. Uttam Singla, Ld. Counsel for the complainant.

Adv. Anil Kumar Garg, Ld. Counsel for the respondent.

ORDER

1. Complainant has filed present rectification application for rectification in order dated 22.12.2022 on *complaint no 1426 of 2022 titled as Jaspal Singh and Ved Prakash vs Housing Board Haryana*. Operative part of the said order is being reproduced below:

“Any refund of money along with the applicable interest and compensation payable by the promoter in terms of the Act or the rules and regulations made thereunder, shall be payable by the promoter to the allottee within a period of ninety day from the date on which such refund alongwith

applicable interest and compensation, as the case may be, becomes due”.

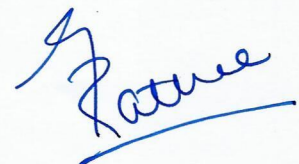
2. Complainant has submitted that respondent was required to comply with order dated 22.12.2022 within a period of 90 days from the date of pronouncement of judgement as provided under Section 16 of Haryana Real Estate(Regulation and Development) Rules, 2017.
3. However, applicant complainant is aggrieved by the fact that in absence of any timeframe of 90 days as per Rule 16 of Haryana Real Estate (Regulation and Development) Rules, 2017 expressly mentioned in the judgement dated 22.12.2022 for repaying the refund amount respondent took undue advantage and partly paid an amount of Rs. 7,02,422/- on 17.03.2023, after approx. 3 months of the date of final order. Aggrieved by the action of the respondent, applicant filed execution no. 972 of 2023 wherein balance amount of Rs. 3,52,242/- was refunded in October 2024 that too after execution of warrant of attachment of bank account of respondent.
4. Complainant has prayed that in view of the facts and statutory provisions, para no. 17 of the order dated 22.12.2022 in complaint no. 1426 of 2022 be modified as per Section 2(za) of the Real Estate (Regulation and Development) Act, 2016 and Section 16 of the HRERA Rules, 2017.
5. Authority clarifies that order dated 22.12.2022 in complaint no. 1426 of 2022 is self-speaking. At para-16 of the said order, it has been held that



“Authority has calculated the interest payable to the complainants at the rate prescribed in Rule 15 of HRERA Rules 2017 i.e. @ SBI MCLR + 2%.” Further, at para-17 of the said order, calculations of the amount on the date of pronouncement of the order in terms of above observations were made and the respondent was directed to pay an amount of Rs.10.54.664/- as refund of deposited amount **“along with interest”** to the Complainant.

6. Section 2 of the RERA Act, 2016 defines and give meanings to the terms and expressions used in the Act which are significant in understanding of the import of the provisions. Definition is a statement that sets forth and delimits the meaning of the word used in the Act. It serves to instruct the persons who are ignorant or unaware of the usage, to determine the consistency of the usage and the reasoning in the terms is used and to help systemised a body of knowledge. Section 2(za) of RERA Act, 2016 specifically defines the term “interest” which is reproduced herein below:

2(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;


7. The Hon'ble Supreme Court in **"Prestige Engineering" (India) Ltd. vs Collector of Central Excise, 1994 (48) ECC 203, 1994 (73) ELT 947 SC, JT 1994 (5)** has held that once the expression has been defined in the Act, that expressions wherever it occurs in the Act, Rules, Orders, By-laws and Notifications issued thereunder, should be taken in the same sense.
8. Further, it has been held by Hon'ble Supreme Court in ***S.Sundram Pillai vs V.R. Pattabiramn, AIR 1985 SC 582*** that if a definition is provided to expression, then the Courts are not free to construe to expression otherwise, unless it is so unwarranted by the context.
9. The definition of interest as provided under Section 2(z) uses the device "means". Where an expression defines a word to 'mean' the particular end, the definition is explanatory and prima facie restrictive. Restrictive definition confines the meaning of the word 'define' to what is stated in the interpretation clause.
10. Hence, definition of "interest" under Section 2 (za) is self- explanatory and explanation to the definition makes it clear that the promoter is liable to pay the interest from the date the amount is received by him from the allottee till the date it is paid. The definition be



interpreted/construed in the same way wherever it has been provided in the final order dated 22.12.2022.

11. With these observations case is **disposed off**. File be consigned to record room after uploading the order on the website of the Authority.


.....
CHANDER SHEKHAR
[MEMBER]


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

