



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	569 of 2020
Date of filing:	06.07.2020
First date of hearing:	02.09.2020
Date of decision:	29.07.2025

Jasvir Singh S/o Ram Chander,  
R/o VPO Jaurasi Saarf Khas, Tehsil Samalkha,  
District Panipat, Haryana

.....COMPLAINANT

VERSUS

M/s Real Heights Developers  
Office at SCO 6, Ground Floor, Eldeco Hi Street,  
Sector 40, Panipat, Haryana-132103

.....RESPONDENT

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

Member  
Member

**Present:** - Adv. Jasvir Singh, Complainant in person.  
Adv. Varun Tuteja, proxy counsel for Adv. R.S.Randhawa, Ld.  
Counsel for Respondent.

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

1. Present complaint was filed on 06.07.2020 by complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short 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, details of sale consideration, amount paid by the complainant, date of proposed handing over possession, delay period, if any, have been detailed in the following table:

Sr. No.	Particulars	Details
1.	Name of the project.	Harmony Homes
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Registered vide Registration No. 4 of 2018
4.	Details of Unit.	M1-FF, 1st Floor, Block M-1, Unit Type-2BHK+2TH, measuring super area of 114.03sq. ft.
5.	Date of Apartment Agreement	Builder/ Buyer Not given



6.	Possession clause in BBA	Not given
7.	Due date of possession	Not given
8.	Total/Basic sale consideration	₹23,50,000/-
9.	Amount paid by complainant	₹11,18,537/-
10.	Whether occupation certificate received or not.	Not given
11.	Offer of possession	Not given

**B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT :**

3. In the captioned complaint, complainant on 09.06.2018 had booked a residential flat having 2BHK+Study Type residential plot in the real estate project namely "Harmony Homes"; an Affordable Group Housing Colony at Sector 40, Panipat, Haryana on 09.06.2018 by making a payment of an amount of ₹1,18,537/- vide cheque bearing no. 731318 against booking application form serial no. 3287. The total sale consideration of the flat booked by the complainant was fixed as ₹23,50,000/-.
4. That on 26.06.2018 the complainant had further deposited a payment ₹10,00,000/- in cash with Mr. Sanjay Gupta Director/Partner of





respondent company on in presence of Mr. Purshotam Lal Mittal S/o Sh. Prem Chand Mittal and Mr. Jasbir Sangwan S/o Sh. Dayanand. The respondent had issued a cash receipt acknowledging the deposit of amount of ₹10,00,000/- in the name of the applicant/complainant. It is pertinent to mention that on the said receipt specifically mentions 'confirmed booking' in respect of the flat booked by the complainant.

5. As per the terms of booking of allotment, the respondent had agreed and assured that allotted unit/flat and its allotment letter shall be given to the complainant after draw of lots. It is submitted by the complainant that the respondent did not issue any communication in respect to draw of lots to be held for allotment of flats in the project in question.
6. That when the complainant visited the office of the respondent on 17.09.2018 to enquire about the booking of the flat, he came to know that the draw of lots qua the flats was held on 07.09.2018 in which flats were allotted to several applicants, however, no flat was allotted to the complainant. It is stated that when the complainant questioned the officials of the respondent company regarding his booking, complainant was told that his flat would be adjusted in the civil adjustment by the respondent company itself.
7. After waiting for a sufficient time, when the complainant did not receive any information, he again visited the office of the respondent company on 31.10.2018 and requested allotment of the promised flat. However, the



respondent did not allot any flat to the complainant. Feeling aggrieved, the complainant asked the respondent to refund his paid amount. After multiple requests by the complainant, respondent refunded an amount of ₹1,18,537/- to complainant on 29.11.2018 and promised to return the remaining amount with 12% interest within 5-6 months. The complainant, thereafter, pursued the respondent for refund of remainder of the amount. However, despite reminders and follow-ups from May 2019 till January 2020 respondent did not refund any amount to the complainant and asked the complainant to wait for some further time.

8. That the complainant was under tremendous pressure and harassment due to the misconduct of the respondent and was ultimately compelled to file a grievance on the CM Window against the respondents vide Grievance no. CMOFF/N/2020/037866 dated 29.06.2020.
9. Thereafter, complainant filed the present complaint seeking indulgence of the Authority against the respondent.

**C. RELIEF SOUGHT**

10. That complainant seeks following relief(s) and directions to the respondent:-
  - i. Direct the respondent to allot and handover the allotment letter of flat/unit to the applicant or to refund the amount of ₹10,00,000/- deposited by the complainant alongwith interest @12% per annum.



- ii. The complaint of the complainant may be kindly be ordered to be succeeded with heavy cost in favour of the complainant and against the respondent.
  - iii. Any other relief which this Hon'ble Authority may deem fit in view of the present facts and circumstances.
11. During hearing, learned counsel for the complainant reiterated the allegations made in the complaint. He further submitted that on 10.11.2023, both the parties verbally decided to settle the matter amicably and the respondent/ director expressed willingness to hand over a flat to the complainant. However, the respondent insisted that the complainant pay the prevailing market price for the said flat. Since the complainant did not agree to this condition, the settlement talks ultimately failed. Learned counsel for the complainant further submitted that in light of these facts, direction be issued to the respondent to either allot a flat in the project in question or refund the paid amount along with interest.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

Learned counsel for respondent filed reply on 30.07.2020, pleading therein:

12. That the respondent company had invited the applications for affordable group housing flats under the affordable group housing project being developed by it, with specific terms and conditions clearly mentioned in advertisements published in two newspapers — one in Hindi and one in





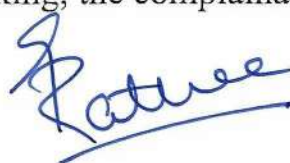
English. Copies of the said advertisements have been placed on record as Annexures R1 and R2.

13. That the complainant applied for the allotment of a flat and deposited a sum of ₹1,18,537/-, being 5% of the basic sale price, in accordance with the prescribed terms. However, the complainant has falsely alleged that an additional sum of ₹10,00,000/- in cash was handed over to one Mr. Sanjay Gupta, partner of the respondent company, on 26.06.2018 in the presence of two individuals. The purported receipt produced by the complainant is handwritten, undated, and lacks month and year, casting serious doubts on its authenticity. Moreover, no such cash payment was ever received by the respondent company. It is further contended that the grievance raised through the CM Window also lacks any specific date and contains statements inconsistent with the complaint filed before this Authority. These discrepancies, according to the respondent, suggest that the present complaint is a fabricated and afterthought attempt to harass the respondent and obstruct the ongoing project.
14. It is further submitted that, as per the terms advertised in various newspapers, only 5% of the basic sale consideration was required to be deposited by the applicants at the initial stage. The balance payment was to be made only after the draw of lots. There was no stipulation in the application form or advertisement requiring any applicant to pay an additional amount of ₹10,00,000/- at the time of booking. Therefore,



there was no reason for the complainant to make such a payment, especially when no such amount was demanded by the respondent company, nor had any other applicant made such payment. It has been emphasized that all similarly placed applicants were required to and had paid only 5% of the basic price, and the remaining amount was payable post draw of lots.

15. The draw of lots qua the flats in the project in question was conducted on 07.09.2018 in the presence of the representative of the then Learned Deputy Commissioner, Panipat, as well as officials from the office of the Senior Town Planner(STP), District Town Planner(DTP), and a senior police officer. The complainant was informed of his successful allotment of flat no. S8-1403 (situated on the 14th floor) vide registered letter dated 09.09.2018. The result of the draw of lots was also published in three vernacular newspapers, a copy of which has been annexed with the respondent's reply at page no. 41.
16. It has been contended that although the complainant was allotted a flat, he expressed dissatisfaction and insisted on being allotted a flat on the 2nd floor instead of the 14th floor. The respondent, having no obligation to entertain such requests, declined to alter the allotment. Although the respondent company was entitled to deduct a certain amount from the advance payment of ₹1,18,537/- made by the applicant, in accordance with the terms and conditions of the booking, the complainant resorted to





threatening the officials of the respondent company with dire consequences. In view of such conduct and in order to avoid any further confrontation, the respondent company chose to forgo its right to make any deductions and refunded the entire amount of ₹1,18,537/- through cheque no. 641512 dated 29.11.2018, which was duly encashed by the complainant on the same date.

17. During the course of hearing, learned counsel for the respondent reiterated the submissions already made in the written reply. For the sake of brevity and to avoid repetition, the same are not being reproduced herein.

**F. ISSUES FOR ADJUDICATION**

18. Whether the complainant is entitled to relief of refund of paid amount along with interest or in alternate relief of allotment of a unit in the project in question as per provisions of RERA ACT, 2016?

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

After going through the rival contentions of both the parties and perusing the document placed at depth, the Authority observes as follows:

19. The respondent in the captioned complaint had launched a project namely 'Harmony Homes', an affordable group housing colony proposed to be developed at Sector 40, Panipat, Haryana in the year 2018. As per terms and conditions an applicant had to fill a booking application form and apply for allotment of a unit in the said project. The allotment was subject



- to a draw of lots to be conducted under the supervision of Deputy Commissioner Panipat, STP and DTP besides various applicants, who had applied for allotment of flats.
20. The respondent had duly published an intimation regarding conduct of draw of lots on 07.09.2018 in daily newspapers. The result of successful applicants in the said draw of lots was published in the newspapers on 22.09.2018 and 23.09.2018. As per terms only 5% of the basic amount was to be paid by an applicant at the time of booking and the remaining amounts were only to be paid upon successful allotment in draw of lots.
21. The case of the complainant is that he had applied for a 2BHK + study type residential unit for a basic sale price of ₹ 23,50,000/- in the project in question vide application booking form dated 09.06.2018. The complainant had deposited a booking amount of ₹ 1,18,537/- vide cheque bearing no. 731318 dated 09.06.2018 against application form serial no. 3287. It is the submission of complainant that besides the booking amount the complainant had also paid an amount of ₹ 10,00,000/- to Mr. Sanjay Gupta, partner of the respondent company on 26.06.2018 in furtherance of his booking in the project. He was told that this amount would be credited towards his booking account after successful allotment. Upon payment of this amount, the complainant was assured that he will be adjusted in the allotment process in the aforementioned project. It is alleged by the complainant that he was not

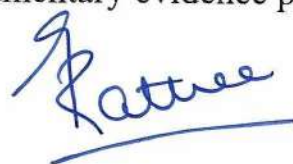




made aware about the draw of lots held on 07.09.2018 and further that despite taking a huge amount of ₹ 11,18,537/- no allotment was made in his favour. Further upon asking for refund of the paid amount in view of the unsuccessful allotment, the respondent malafidely returned only the booking amount of ₹ 1,18,537/- on 29.11.2018 and retained the huge amount of ₹ 10,00,000/- paid by the complainant to the respondent in cash.

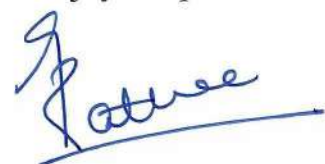
On the other hand, it is the submission of the respondent that the complainant had paid only the due 5 % booking amount of ₹ 1,18,537/- at the time of filing of the application form. In the present case, complainant was a successful allottee of the draw of lots held on 07.09.2018 and was duly allotted flat bearing no. S8-1403 on the 14th floor. Respondent had duly issued an intimation letter on 09.09.2018 regarding successful allotment in the project in question. However, the complainant deliberately failed to come forward to make payment of the remaining amount as the complainant was unsatisfied with the allotted unit on the 14th floor and wished for a flat on the 2nd floor. The respondent was not in a position to adjust the complainant on the 2nd floor and thus duly returned the booking amount without forfeiting any amount to end the dispute arising out of the differences between the parties.

22. In view of the distinctly contradictory submissions of both the parties, Authority draws its conclusion from the documentary evidence placed on





record. It is observed that the main contention between the parties is with respect to the payment of ₹ 10,00,000/- stated to have been made by the complainant to Mr. Sanjay Gupta, partner in the respondent company. The respondent has outrightly denied the complainant having made this payment in lieu of the booked unit. In this regard, perusal of record reveals that the complainant had made a payment of ₹ 1,18,537/- to the respondent on 09.06.2018 against which the respondent had issued a receipt bearing the stamp of the respondent company(' Real Height Developers Pvt. Ltd.) and the signatures of the authorised signatory. Said receipt in original has been placed on record by the complainant vide application dated 28.07.2023. For the remaining amount of ₹ 10,00,000/- the complainant has placed on record a hand written receipt on ruled paper bearing language as “ Rs. 10,00,000/- (Ten Lakh only) from Jasvir Singh s/o Ram Chander against confirmed booking of 2BHK + S”. This receipt dated 26.06.2018 bears the stamp of the respondent company along with signatures of Mr. Sanjay Gupta (as stated by the complainant). The respondent has contended that this is a forged document and no such amount has been received by it. On a closer inspection of the handwritten receipt it is ascertained that the stamp on the handwritten receipt is the same as the stamp on the receipt of amount of ₹ 1,18,537/- agreed to have been issued by the respondent. Further with regard to the signatures over the stamp, the Authority had called upon Mr. Sanjay Gupta vide order



dated 22.11.2022 to appear in person and furnish explanation. Mr. Sanjay Gupta, appeared before the Authority on 09.05.2023 and refuted the signatures. To verify the contending claims, Authority had issued directions to Mr. Sanjay Gupta to submit his signatures to conduct a forensic examination. However, Mr. Sanjay Gupta failed to corroborate with the Authority and rather filed an application challenging the jurisdiction of the Authority. This fleeting conduct of the partner of the respondent company gives rise to a genuine doubt with respect to the veracity of its claims of not having received the amount of ₹ 10,00,000/- and the signatures over the hand written receipt.

On contrary, complainant has been relentlessly pursuing the respondent through legal remedies and has been running from pillar to post for the past several years in order to get appropriate relief. The complainant had at first approached the CM Window Grievance Redressal Portal and thereafter filed the present complaint seeking relief against the respondent in question. To corroborate his claims of making a cash payment to the tune of ₹ 10,00,000/- the complainant has on affidavit dated 10.04.2023 placed on record statements of bank account of his mother and brother dated 18.05.2018 showing a withdrawal of a total amount of ₹9,20,000/-. Further the complainant has also submitted the original handwritten receipt to verify the signatures of the partner of the respondent company namely, Mr. Sanjay Gupta. However, when called upon, Mr. Sanjay





Gupta, chose not to submit a specimen of his signatures. In light of the aforementioned observations, the conduct of both the parties presents a strong picture that the complainant had actually made the payment of ₹ 10,00,000/- to the respondent. In the real estate sector it is a common market practice followed by the developers to take part payments in cash transactions over a premium facility. These payments are generally not reflected but are mutually agreed between the parties. However, in this case it appears that the respondent is relegating from its promise made between the parties.

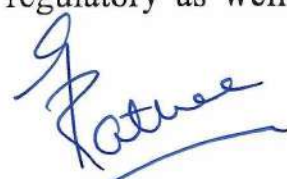
23. It is further the submission of the respondent that the complainant in the present case was a successful applicant in the project in question but chose not to proceed further with the allotment due to dissatisfaction with the allotted unit. In this regard it is observed that though the complainant had been a successful applicant in the draw of lots held on 07.09.2018 but the same was never conveyed to the complainant. The respondent has placed on record intimation letter dated 09.09.2018 allegedly issued to the complainant however, upon perusal it is observed that the address of the complainant has been wrongly mentioned on said letter. The complainant is a resident of 56, Jaurasi Saraf Khas, Panipat 132101, whereas in the address on the said letter the pin code has been wrongly mentioned as '132102'. Thus, it can be safely assumed that the letter was never received by the complainant. Also though the respondent had issued the





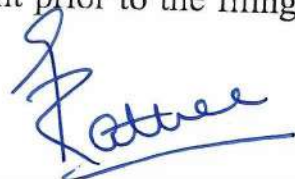
result in the newspapers but the complainant having read the same is a balance of probability which cannot be relied upon. Thus, on perusal of the evidence placed on record it can be rightly ascertained that the complainant had no knowledge of the draw of lots and the intimation letter dated 09.09.2018.

24. If in case the complainant was a defaulter then as per the terms of booking the respondent should have issued a reminder letter to the complainant for making payment of balance amount and thereafter on continuous default cancelled the allotment after forfeiture of earnest money of ₹ 25,000/-. However, the respondent despite insisting that the complainant is a defaulter did not cancel the allotment of the complainant and neither forfeited the due amount. This gives an image of a shady conduct on the part of the respondent. Had the respondent been genuine in its approach, the respondent would have immediately cancelled the unit. In present case, the respondent rather forego its apparent rights to do away with the complainant altogether which does bode well in the eyes of law.
25. Taking an overall view of the conduct and approach of both the parties, the complainant appears to be in a brighter area showing its complete bonafide and relentless approach in seeking relief against the respondent. Whereas the respondent has time and again failed to prove its case. RERA Act, 2016 is a unique law. It is a regulatory as well as dispute



resolution statute. The very objectives of the Act, as well as express provisions of the Act makes it mandatory for the Authority to strike a balance between the interests of the allottees and the conduct of the promoters. RERA Act, 2016 has been established to keep a check on the common day to day malpractices followed by the respondent which hampers the interests of the allottees. Promoters make use of their dominant position to make wrongful gains on the behest of the innocent homebuyers as in the present case. It is the very essence of the Act and its regulations to put a stop on such malpractices which makes the allottees lose faith in the system or else the very purpose of the enactment of the act is defeated.

26. Thus, in view of the observations recorded in preceding paragraphs, Authority deems it right to acknowledge the fact that yes in fact a cash payment of ₹ 10,00,000/- had been made by the complainant to the respondent as a premium amount prior to the allotment to secure his booking. However, upon unsuccessful allotment, the respondent saw a window of opportunity and evaded the responsibility towards the present complainant by dismissing his claims of ₹ 10,00,000/- payment.
27. The complainant has filed the present complaint seeking relief of refund of paid amount of ₹ 10,00,000/- or allotment of a unit in the project in question. It is observed that since the promoter had already returned part payment of the paid amount to the complainant prior to the filing of the





present complaint and there was no specific allotment in favor of the complainant vide draw of lots held on 07.09.2018, thus the claim of the complainant towards allotment of a unit cannot be entertained. However, the complainant shall remain entitled to refund of the amount of ₹ 10,00,000/- along with interest from the date of payment till actual realization as per the RERA ACT 2016. Thus, the Authority deems it fit to direct the respondent to refund the amount of ₹ 10,00,000/- to the complainant along with interest at the prescribed rate. The definition of term 'interest' is defined under Section 2(z) 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;*

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest

which is as under:





**"Rule 15:** "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 (NCLR) 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".."*

28. 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 order i.e., 29.07.2025 is 8.90%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.90%.
29. Hence, Authority directs respondent to refund the paid amount to the complainant along with interest 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 on date 29.07.2025 works out to 10.90% (8.90% + 2.00%).
30. Authority has got calculated the interest on total paid amount which works out to ₹7,73,751/- as per detail given in the table below:



Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 29.07.2025 (in ₹)
1.	10,00,000/-	26.06.2018	7,73,751/-
Total			17,73,751/-

31. In the present case in hand, Authority further observes that cash payment of more than ₹2,00,000/- have exchanged hands. With regard to cash payment of more than ₹2,00,000/-, Hon'ble Supreme Court in the Civil Appeal No. 5200 of 2025 titled "The Correspondence, RBANMS Educational Institution versus B. Gunashekhar & Another", has passed important directions. Relevant part of judgement is reproduced as below;

18.1. Further, through the averments made in the plaint and in the agreement, the respondents/plaintiffs have claimed to have paid huge sum towards consideration by cash. It is pertinent to recall that Section 269ST of the Income Tax Act, was introduced to curb black money by digitalising the transactions above Rs.2,00,000/- and contemplating equal amount of penalty under Section 271DA of the Act. As per the said provisions, action is to be taken on the recipient. However, there is also an onus on the plaintiffs to disclose their source for such huge cash. The Central Government thought it fit to cap the cash transactions and move forwards towards digital economy to curb the dark economy which has a drastic effect on the economy of the country. It will be useful to refer to the Budget Speech during the introduction of the Finance Bill, 2017 and the extract of the memo presented with the Finance Bill, 2017, which lay down the object:

Budget Speech:  
"VII. DIGITAL ECONOMY

*[Signature]*



111. Promotion of a digital economy is an integral part of Government's strategy to clean the system and weed out corruption and black money. It has a transformative impact in terms of greater formalisation of the economy and mainstreaming of financial savings into the banking system. This, in turn, is expected to energise private investment in the country through lower cost of credit. India is now on the cusp of a massive digital revolution.

.....

#### *Promoting Digital Economy*

162. The Special Investigation Team (SIT) set up by the Government for black money has suggested that no transaction above Rs.3 lakh should be permitted in cash. The Government has decided to accept this proposal. Suitable amendment to the Income-tax Act is proposed in the Finance Bill for enforcing this decision."

*Extract from Memo of Finance Bill, 2017*

#### *"Restriction on cash transactions*

*In India, the quantum of domestic black money is huge which adversely affects the revenue of the Government creating a source crunch for its various welfare programmes. Black money is generally transacted in cash and large amount of unaccounted wealth is stored and used in form of cash.*

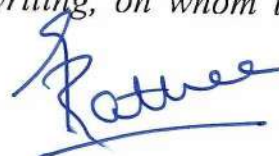
*In order to achieve the mission of the Government to move towards a less cash economy to reduce generation and circulation of black money, it is proposed to insert section 269ST in the Act to provide that no person shall receive an amount of three lakh rupees or more,—*

*(a) in aggregate from a person in a day;*

*(b) in respect of a single transaction; or*

*(c) in respect of transactions relating to one event or occasion from a person, otherwise than by an account payee cheque or account payee bank draft or use of electronic clearing system through a bank account.*

*It is further proposed to provide that the said restriction shall not apply to Government, any banking company, post office, savings bank or co-operative bank. Further, it is proposed that such other persons or class of persons or receipts may be notified by the Central Government, for reasons to be recorded in writing, on whom the proposed*





restriction on cash transactions shall not apply. Transactions of the nature referred to in section 269SS are proposed to be excluded from the scope of the said section.

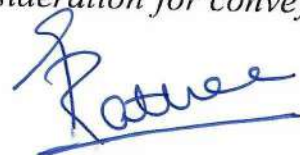
It is also proposed to insert new section 271DA in the Act to provide for levy of penalty on a person who receives a sum in contravention of the provisions of the proposed section 269ST. The penalty is proposed to be a sum equal to the amount of such receipt. The said penalty shall however not be levied if the person proves that there were good and sufficient reasons for such contravention. It is also proposed that any such penalty shall be levied by the Joint Commissioner.

It is also proposed to consequentially amend the provisions of section 206C to omit the provision relating to tax collection at source at the rate of one per cent. of sale consideration on cash sale of jewellery exceeding five lakh rupees.

These amendments will take effect from 1st April 2017."

However, when the Bill was passed, the permissible limit was capped under Rupees Two Lakhs, instead of the proposed Rupees Three Lakhs. When a suit is filed claiming Rs.75,00,000/- paid by cash, not only does it create a suspicion on the transaction, but also displays, a violation of law. Though the amendment has come into effect from 01.04.2017, we find from the present litigation that the same has not brought the desired change. When there is a law in place, the same has to be enforced. Most times, such transactions go unnoticed or not brought to the knowledge of the income tax authorities. It is settled position that ignorance in fact is excusable but not the ignorance in law. Therefore, we deem it necessary to issue the following directions:

- (A) Whenever, a suit is filed with a claim that Rs. 2,00,000/- and above is paid by cash towards any transaction, the courts must intimate the same to the jurisdictional Income Tax Department to verify the transaction and the violation of Section 269ST of the Income Tax Act, if any,
- (B) Whenever, any such information is received either from the court or otherwise, the Jurisdictional Income Tax authority shall take appropriate steps by following the due process in law,
- (C) Whenever, a sum of Rs. 2,00,000/- and above is claimed to be paid by cash towards consideration for conveyance of



*any immovable property in a document presented for registration, the jurisdictional Sub-Registrar shall intimate the same to the jurisdictional Income Tax Authority who shall follow the due process in law before taking any action, (D) Whenever, it comes to the knowledge of any Income Tax Authority that a sum of Rs. 2,00,000/- or above has been paid by way of consideration in any transaction relating to any immovable property from any other source or during the course of search or assessment proceedings, the failure of the registering authority shall be brought to the knowledge of the Chief Secretary of the State/UT for initiating appropriate disciplinary action against such officer who failed to intimate the transactions.*

In terms of the above judgement of Hon'ble Supreme Court, this Authority directs the office of Authority to send a copy of this order to Director General Investigation, Sector 17, Chandigarh to take appropriate steps as per law.

#### **F. DIRECTIONS OF THE AUTHORITY**

32. 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, 2016:

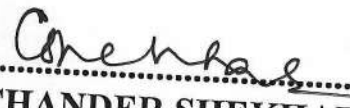
- (i) Respondent is directed to refund the entire amounts along with interest of @ 10.90% ₹17,73,751/- to the complainant as specified in para 30 of this order. Interest shall be paid up till the time period under section 2(z a) i.e till actual realization of amount.
- (ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana





Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

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

  
.....  
**CHANDER SHEKHAR**  
**[MEMBER]**

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