



# **HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

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

(Reopened for deciding application u/s 39 of RERA Act, 2016)

**COMPLAINT NO. 2682 OF 2022**

Ram Nath Kakkar

....COMPLAINANT

VERSUS

BPTP Ltd.

.....RESPONDENT

**CORAM:**

**Parneet S Sachdev**

**Chairman**

**Nadim Akhtar**

**Member**

**Chander Shekhar**

**Member**

**Date of Hearing:** 08.05.2025

**Hearing:** 1<sup>st</sup> (Reopen)

**Present:** - None for the complainant.

Mr. Tejeshwar Singh, counsel for the respondent through VC.

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

1. An application dated 07.04.2025 has been filed by the Id. counsel for the respondent, seeking rectification of the disposal order dated 11.02.2025 under Section 39 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act").

2. Ld. counsel for the respondent has submitted that in the said rectification application the total refundable amount of ₹1,23,88,649/-, as directed in the disposal order dated 11.02.2025, has been incorrectly calculated. It is contended that, in view of the Authority's own observations in paras 25 and 26 of the said order, the amount of ₹ 5,01,300/-, being the earnest money, ought to have been deducted first from the total amount paid by the complainant, i.e., ₹54,78,705/-. The interest, according to the respondent, should have been calculated on the remaining amount of ₹49,77,405/-. Similar submissions were reiterated by the ld. counsel for the respondent during the course of hearing on the rectification application.
3. In order to adjudicate on the issue, it is important to understand the nature of Earnest money. Reference is made to the case of Hon'ble Supreme Court titled as *Maula Bux vs. Union of India (1970 AIR 1955)* where earnest money is defined as:
- "earnest money is a deposit made by a purchaser to be applied towards part payment of the price when the contract is completed and till then as evidencing an intention on the part of the purchaser to buy property or goods."*
4. Therefore, implicit in the order of this Authority dated 11.02.2025 was the obvious premise that the earnest money was a part payment, even though initially it evidenced the purchaser's (allottee's) intent to buy. While initially, earnest money has a hue of an advance intent to buy, the moment



the deal is struck, this amount instantly takes upon the colour of part payment of the price. This is exactly the factum in this case as well. It is obvious, therefore that interest has to be calculated on the entire amount.

Earnest money cannot be kept as an interest free deposit by the respondent.

5. Further, a conjoint reading of Para 25 & Para 29 leaves no room for any ambiguity regarding calculation of amounts and needs no rectification.

Therefore, para 30 of the disposal order dated 11.02.2025 provides clear directions of the Authority regarding amount to be paid to the complainant.

In fact, considering the entire order in totality, Authority is not hesitant to state that there is a typographical error in the first sentence of para 26 wherein it is stated that "*on the rest of the remaining amount, interest shall be awarded at such rate as may be prescribed*" instead of "*interest on the total amount paid shall be awarded at such rate as may be prescribed*".

6. Accordingly, 1<sup>st</sup> sentence of para 26 of order dated 11.02.2025 is rectified to this effect and same be read as "*interest on the total amount paid shall be awarded at such rate as may be prescribed*".

7. In view of the above, it is evident that the disposal order dated 11.02.2025 correctly determined the amount on which interest was to be calculated. Therefore this rectified order stands merged with the earlier disposed order dated 11.02.2025 to this effect.



8. Henceforth, the rectification application dated 07.04.2025 filed by the respondent is hereby **disposed of as rejected**. File be consigned to the record room after uploading this order on the website of the Authority.

  
CHANDER SHEKHAR  
[MEMBER]

  
NADIM AKHTAR  
[MEMBER]

  
PARNEET S SACHDEV  
[CHAIRMAN]