



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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Date of Decision	28.04.2025
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Name of the Builder		RAHEJA DEVELOPERS LTD		
Project Name		KRISHNA HOUSING SCHEME		
Sr. no.	Complaint no. and date of filing	Title of the case	Appearance on behalf of complainant	Appearance on behalf of respondent
1.	157 of 2024 13.02.2024	Mithun Rakshit and another, Jackson Road, Ward no.6, Post office and district Dhubri, Assam-783301. Vs. 1. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue, Cariappa Marg, Sainik Farms, New Delhi-110062. 2. Naveen M Raheja W4D,204/5,Keshav Kunj, Western Avenue, Cariappa Marg, Sainik Farms, New Delhi-110062.	Adv. Arvind Arora, counsel for the complainant.	Adv. Manika, counsel for the respondent, through VC.

		<p>3. Sangeeta Kumar W4D,204/5,Keshav Kunj, Western Avenue, Cariappa Marg, Sainik Farms, New Delhi-110062.</p> <p>4. Nitesh Kumar Jha W4D,204/5,Keshav Kunj, Western Avenue, Cariappa Marg, Sainik Farms, New Delhi-110062.</p>		
2.	<p>239 of 2024 20.02.2024</p>	<p>Bharat Bhusan Gupta H.no.226/8, Jacumpura, Near Krishna Mandir, Gurugram-122001. Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi-110062.</p>	<p>Mr. Shubham, proxy counsel for Adv. Ajay Jain, counsel for the complainant , through VC.</p>	<p>Adv. Manika, counsel for the respondent, through VC.</p>
3.	<p>832 of 2024 11.06.2024</p>	<p>Surya Prakash Aggarwal 44, Adarsh Colony, New Mandi, Muzaffarnagar. Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa</p>	<p>Adv. Vijay Pratap Singh, counsel for the complainant , through VC.</p>	<p>Adv. Manika, counsel for the respondent, through VC.</p>



		Marg, Sainik Farms, New Delhi-110062.		
4.	852 of 2024 24.06.2024	Ajeeta Singh 342, sector 4, Near Blue Bells School, Gurugram-122001. Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi-110062.	Adv. Rajan Hans, counsel for the complainant , through VC.	Adv. Manika, counsel for the respondent, through VC.
5.	855 of 2024	Rohit Manchanda and Aditi Manchanda H.no.502, Sector-5, Gurugram Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi-110062.	Adv. Akshat Mittal, counsel for the complainant.	Adv. Manika, counsel for the respondent, through VC.
6.	859 of 2024 03.07.2024	Arvind Jain C-97, Extension 1 st Kamla Nehru Nagar, Jodhpur, Rajasthan. Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi-110062.	Adv. Akshat Mittal, counsel for the complainant.	Adv. Manika, counsel for the respondent, through VC.



**CORAM: Nadim Akhtar
Chander Shekhar**

**Member
Member**

ORDER (NADIM AKHTAR-MEMBER)

1. This order shall dispose off all the above captioned complaints filed by the complainants before this Authority 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 fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.
2. The core issues emanating from the above captioned complaints are similar in nature. The complainants in the above referred Complaint No. 157 of 2024 and other captioned complaint are allottees of the project namely; "Krishna Housing Scheme", Sector-14, Sohna being developed by the same respondent/ promoter, i.e., Raheja Developers Ltd. The fulcrum of the issue involved in the above captioned cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the unit in question and both the complainant(s) are now seeking refund of their paid amount along with the interest. Despite giving



various opportunities, respondent failed to file replies in all the above captioned cases.

3. The facts of all the complaints filed by the complainants/allottees are almost similar, however, these complaints can be broadly divided in following two categories:-

(A) Category I: Where Builder Buyer agreement is executed between the parties.

(B) Category II: where neither any allotment letter is issued nor Builder Buyer Agreement is executed between the parties. However, complainant had made payments in favour of respondent against a particular unit.

4. The details of the complaints falling under category I and II, unit no., date of allotment letter, date of builder buyer agreement, total sale consideration and amount paid by the complainant, offer of possession and relief sought are given in the table below:

(A) CATEGORY I

Sr. no.	Complaint no./Title	Reply Status	Unit no.	Date of execution of builder buyer agreement	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Offer of possession	Relief sought
1.	157 of 2024 Mithun Rakshit and another Vs. Raheja	Not filed	10003, 1 ^{0th} floor, Tower C1	BBA executed as per complainant pleadings	TSC: ₹15,24,02/- Paid amount: ₹762011/	No	Refund of paid amount along with interest.

	Developers Ltd			however, same is undated. Date of allotment 08.09.2015			
2..	239 of 2024 Bharat Bhusan Gupta Vs. Raheja Developers Ltd	Not filed	8001, 8 th floor, Tower B2 Carpet area 345.45 sq.ft	19.08.2015	TSC: ₹12,80,380/- Paid amount : ₹8,28,127/-	No	Refund of paid amount along with interest.
3.	832 of 2024 Surya Prakash Agarwal Vs. Raheja Developers Ltd	Not filed	7012, 3 rd floor Tower C1 Carpet area	13.02.2016	TSC: ₹15,24,022/- Paid amount: ₹14,05,173/-	No	Refund of paid amount along with interest.
4.	855 of 2024 Rohit Mandchanda and Aditi Manchanda Vs. Raheja Developers Ltd	Not filed	10004, 10 th floor, Tower A	08.01.2020	TSC: ₹23,56,001/- Paid amount: Claimed amount by the complainant: ₹18,83,199/-	No	Refund of paid amount along with interest.
5.	859 of 2024 Arvind Jain Vs. Raheja Developers Ltd	Not filed	10003, 10 th floor Tower D1 Carpet area 414.37 sq.ft	14.09.2015	TSC: ₹15,24,022/- Paid amount: ₹11,85,806/-	No	Refund of paid amount along with interest.

(B) CATEGORY II

Sr. no.	Complaint no./Title	Reply Status	Unit no.	Date of allotment letter	Date of execution of builder buyer agreement	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Offer of possession	Relief sought
1.	852 of 2024 Ajeeta Singh	Not filed	107, 1 st floor (As	No allotment	No BBA attached	TSC: ₹16,03,568/-	No	Refund of paid amount

	Vs. Raheja Developers Ltd		per ledger attached)	letter attached		(as per para XI of pleadings) Paid amount: ₹5,66,000/-	along with interest.
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**A.COMPLAINT NO. 239 OF 2024 IS TAKEN AS LEAD CASE AND
BRIEF FACTS OF THIS COMPLAINT ARE AS UNDER:**

- (i) Case of the complainants is that complainants booked a 1BHK unit in the project "Krishna Housing Scheme" situated in Sector 14, Sohna, Nuh (Gurugram), Haryana by paying an amount of ₹80,725/- via cheque on 28.01.2015 as booking amount in respect of booked flat. After successful draw of lots on 06.07.2015, respondent issued provisional allotment letter on 10.07.2015 and allotted unit no.8001, 8th floor, in Tower B2 having carpet area of 345.45 sq.ft , in the project of the respondent governed by Affordable Housing Policy 2013. Copy of provisional allotment letter is annexed as Annexure 02.
- (ii) That on 19.08.2015, Builder Buyer's Agreement (BBA) was executed inter-se the respondent promoter and the complainants, which is annexed as Annexure A1 with application dated 11.11.2024. As per clause 5.2 of said agreement, the builder proposes to complete the construction and offer of the possession of the said unit within forty-eight (48) months from the date of the receiving of environment



clearance or sanction of building plans whichever is later. However, till date respondent had not offered the possession of the unit.

(iii) That as per the payment schedule attached with the agreement executed between the parties, the complainants made regular payments of installments on demand raised by the respondent builder from time to time. Copies customer ledger is attached as Annexure 08. However, respondent failed to honour its contractual liabilities till date.

(iv) That main grievance of the complainants in the present complaint is that despite the fact that complainants had paid ₹8,28,127/-, the respondent has miserably failed to deliver the possession of fully constructed and developed unit as per the specifications promised in BBA. That there is an inordinate delay in handing over the possession of the unit to the complainants.

(v) That the respondent has neither handed over the possession of the unit nor refunded the amount deposited along with interest to the complainants which is against the law, equity and fair play. Therefore being aggrieved person, complainants are filing the present complaint before this Hon'ble Authority.

B. RELIEFS SOUGHT:

5. Complainants have sought following reliefs :



- i. Direct the respondent to refund full amount deposited by the complainants amounting to ₹8,28,127/- with interest, from various dates on which the amounts were taken from the complainants till the amount is returned prescribed by the Act, 2016.
- ii. Direct the respondent to pay legal expenses of ₹1,00,000/- incurred by the complainants for filing and pursuing the instant case.
- iii. Any other damages, interest and relief which the Hon'ble Authority may deem fit and proper under circumstances of the case may kindly be passed in favour of the complainants and against the respondent.

C. REPLY ON BEHALF OF RESPONDENT

6. Notice was served to the respondent on 26.02.2024 which got successfully delivered on 27.02.2024. Despite giving two opportunities, i.e, approximately 231 days from first hearing, i.e., 09.09.2024 and imposition of cost, the respondent failed to submit the reply till date. The Real Estate (Regulation and Development) Act, 2016, is a beneficial legislation aimed at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been made summary in nature. Such expeditious adjudication is achievable only if the parties involved, both the complainant and the respondent, submit their pleadings in a time-bound manner.



In light of the respondent's repeated non-compliance despite availing numerous opportunities and keeping in consideration the summary procedure, the Authority deems it appropriate to strike off the respondent's defence and proceed to decide the present complaint ex-parte, as per record available on the file.

D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT

7. Proxy counsel for complainants reiterated the facts of the complaint and requested the Authority to grant the relief of refund of the paid amount along with interest and decide the case ex-parte as respondent has failed to file his reply. Counsel for respondent requested for some more time to file reply.
8. Counsel for complainant in complaint no. 852 of 2024 stated that as per last order dated 16.12.2024, complainant was directed to place on record allotment letter or builder buyer agreement executed between the parties. He stated that complainant had not received the allotment letter nor builder buyer agreement, therefore, requested to decide the matter as per documents on record.

E. ISSUE FOR ADJUDICATION

9. Whether the complainants in all the above captioned complaints are entitled to refund of the amount deposited by them along with interest in terms of Section 18 of Act of 2016?



F. OBSERVATIONS AND DECISION OF AUTHORITY

10. The Authority has gone through the facts of the complaints as submitted by the complainants. In light of the background of the matter, Authority observes as under:

i. **Category I:** That in complaint no. 239 of 2024, complainant booked unit in the project "Krishna Housing Scheme" which is an Affordable Housing Scheme being developed by the respondent/promoter namely; Raheja Developers Ltd. and complainant was allotted unit no.8001, 8th floor, Tower B2, in the said project at Sector-14, Sohna, Haryana. The builder buyer agreement was executed between the parties on 19.08.2015. Complainant had paid a total sum of ₹8,28,127/- against the basic sale consideration price of ₹12,80,380/- .

As per clause 5.2 of the agreement respondent/developer was under obligation to hand over the possession to the complainant within 48 months from the date of approval of building plans or grant of environment clearance whichever is later.

ii. **Category II :** It is matter of record, that in complaint no.852 of 2024, complainant booked unit in the project "Krishna Housing Scheme" which is an Affordable Housing Scheme being



developed by the promoter namely; Raheja Developers Ltd. and complainant was allotted the unit no.107, 1st floor as per the customer ledger attached by the complainant. The facts remains that in present complainant, that there is no allotment letter nor any builder buyer agreement but respondent allotted the unit in favour of complainant and said unit was allotted in project of respondent namely; Krishna Housing Scheme. Said project is governed "Affordable Housing Policy- 2013" and as per clause 5 (iii) (b) of said policy, possession to be offered within 4 years from date of sanction of building plans or receipt of environmental clearance whichever is later.

- iii. It came to the knowledge of the Authority while dealing with the cases against the same respondent namely; M/s Raheja Developers Ltd., the respondent/ developer received approval of building plans on 27.04.2015 and got the environment clearance on 09.03.2015. That means, as per possession clause, a period of 4 years is to be taken from 27.04.2015 and therefore, date of handing over of possession comes to 27.04.2019.
- iv. Period of 4 years is a reasonable time to complete development works in the project and handover possession to the allottee, however, respondent failed to hand over possession to the



complainants. After paying their hand earned money, legitimate expectations of the complainant(s) would be that possession of the unit will be delivered within a reasonable period of time. However, respondent has failed to fulfill its obligations as promised to the complainant(s). Thus, complainant(s) is at liberty to exercise their right to withdraw from the project on account of default on the part of respondent to offer legally valid possession and seek refund of the paid amount along with interest as per section 18 of RERA Act.

- v. Further, Hon'ble Supreme Court in the matter of "*Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others* " in Civil Appeal no. 6745-6749 of 2021 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."

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. The complainants wishes to withdraw from the project of the respondent, therefore, Authority finds it fit cases for allowing refund in favour of complainant.

- vi. 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;

vii. 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".

viii. 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., 28.04.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11.10%.

ix. From the above discussions, it is amply proved on record that the respondent has not fulfilled its obligations cast upon them under RERA Act, 2016 and the complainant(s) are entitled for refund of deposited amount along with interest. Thus, respondent is liable to



pay the complainants interest from the dates amounts were paid by the complainant(s) till the actual realization of the amount.

- x. Therefore, Authority allows refund of paid amount along with interest to all the complainants 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 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 amounts along with interest as per detail given in the table below:

Sr. no.	Complaint no.	Amount paid	Interest	Total amount to be refunded to the complainant
1.	157 of 2024	₹762011/-	₹727601/-	₹14,89,612/-
2.	239 of 2024	₹828127/-	₹831734/-	₹16,59,861/-
3.	832 of 2024	₹1405173/-	₹1387829/-	₹27,93,002/-
4.	852 of 2024	₹566000/-	₹472440/-	₹10,38,440/-
5.	855 of 2024	₹1883199/-	₹2414432/-	₹42,97,631/-
6.	859 of 2024	₹1185806/-	₹1176078/-	₹23,61,884/-



xi. In complaint no. 855 of 2024, vide order dated 16.12.2024, Authority observed that “.....complainants claimed refund of an amount of ₹18,83,199/-. As per the details mentioned in the pleadings, total amount comes to ₹18,98,294/- and proof of ₹15,095/- is not attached in the complaint file. Therefore complainants are directed to clarify the claimed amount before the next date of hearing.” In compliance of said order, complainant filed an application dated 25.04.2025 mentioning that amount of ₹15,095/- is paid on 07.11.2016. Perusal of application reveals that complainant has not attached either receipt of amount of ₹15,095/- nor attached the bank statement to substantiate the claim. Therefore, Authority deems it fit to adjudicate on amount of ₹18,83,199/- as per receipts on record.

xii. Further, complainants in complaint no. 239, 832, 855 and 859 of 2024 are seeking compensation on account of mental agony, harassment caused to the complainants and litigation cost. 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.

xiii. It is pertinent to mention that in all the captioned complaints memo of appearance has been filed by Mr. Rujhan Dhawan from the respondent side. However, said memo of appearances have not been taken on record as same were filed after conclusion of hearing.

K. DIRECTIONS OF THE AUTHORITY

11. Hence, the Authority hereby passes this order and issue 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:

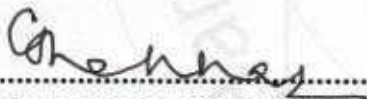
- (i) Respondent is directed to refund the amount to the complainants as specified in the table provided in para- 10 (x) of this order. It is further clarified that respondent will



remain liable to pay the interest to the complainants till the actual realization of the amount.

- (ii) Respondent is directed to deposit cost of ₹5000/- payable to the Authority and ₹2000/- payable to the complainant in each complaint as imposed by its orders of the Authority in all the above mentioned complaints.
- (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 be initiated against the respondent.

12. **Disposed off.** All the files be consigned to the record room after uploading of the orders on the website of the Authority.


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CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]