



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Date of Decision	05.05.2025
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Name of the Builder		RAHEJA DEVELOPERS LTD		
Project Name		KRISHNA HOUSING SCHEME		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of complainant	Appearance on behalf of respondent
1.	2580 of 2023	<b>Lakshman Singh Mahra, S/o Sh. Diwan Singh Mahra</b> G202-A, Phase 6, Aya nagar Extension, Delhi-110047.  Vs. <b>Raheja Developers Ltd, Through its Managing Director</b> W4D,204/5,Keshav Kunj, Western Avenue, Cariappa Marg, Sainik Farms, New Delhi-110062.	Adv. Ritesh Kumar Bansal, counsel for the complainant.	Adv. Arpita, counsel for the respondent, through VC.
2.	331 of 2024	<b>Neelam Mishra, W/o Sh. Som Prakash Mishra</b>	Adv. Ashish Budhrija, counsel for the complainant , through VC.	Adv. Arpita, counsel for the respondent, through VC.

		<p>Resident of G-903, Maple Heights , C Block, Susuhant Lok-1, Gurgoan, Haryana.</p> <p>Vs.</p> <p><b>Raheja Developers Ltd, Through its Managing Director</b> W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi- 110062.</p>		
3.	370 of 2024	<p><b>Hema Devi, D/o Kundan Singh</b> H.No.184, Chander Vihar, I.P Extension, Patparganj, East Delhi, Delhi- 110092.</p> <p>Vs.</p> <p><b>Raheja Developers Ltd, Through its Managing Director</b> W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi- 110062.</p>	<p>Mr. Param Rana, proxy counsel for Adv. Vijay Rajan Hans, counsel for the complainant , through VC.</p>	<p>Adv. Arpita, counsel for the respondent, through VC.</p>



**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. 2580 of 2023 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 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/Date of filing	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.	2580 of 2023 Lakshman Singh Mahara Vs. Raheja Developers Ltd	Not filed	7003, 7 <sup>th</sup> floor, Tower E4	19.01.2018	TSC: ₹16,57,258/- Paid amount: ₹12,89,336/-	No	Refund of paid amount along with interest.





	23.11.2023						
2..	<b>370 of 2024</b> Hema Devi Vs. Raheja Developers Ltd	Not filed	Earlier allotted unit 1007, 1 <sup>st</sup> floor, Tower D2 on 7.11.2016  Later on respondent substituted unit no. 7002, 7 <sup>th</sup> floor, Tower E2 via under taking cum indemnity dated 08.03.2018 as per pleadings, however, same is undated.	BBA executed as per complainant pleadings however, same is undated.  Date of allotment 08.09.2015	TSC: ₹16,57,258/- Paid amount : ₹13,28,737/-	No	Refund of paid amount along with interest.

**(B) CATEGORY II**

Sr. no.	Complaint no./Title/Date of filing	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.	<b>331 of 2024</b> Neelam Mishra Vs. Raheja Developers Ltd  29.02.2024	Not filed	UG- 046, Ground at UG as per receipts attached	No allotment letter attached	No BBA attached	TSC: ₹19,54,739/- (as per para 7 of pleadings of complaint book) Paid amount: ₹4,11,426/-	No	Refund of paid amount along with interest.



**A.COMPLAINT NO. 2580 of 2023 IS TAKEN AS LEAD CASE AND  
BRIEF FACTS OF THIS COMPLAINT ARE AS UNDER:**

- (i) Case of the complainant is that complainant booked a 2BHK unit in the project "Krishna Housing Scheme" situated in Sector 14, Sohna, Nuh (Gurugram), Haryana by paying an amount of ₹1,19,629/- via cheque on 26.12.2014 as booking amount in respect of booked flat. Copy of acknowledgment slip dated 26.12.2014 is annexed as Annexure C-1 and copy of payment receipt is attached as Annexure C-2.
- (ii) Vide letter dated 10.07.2015, respondent issued provisional allotment letter and allotted unit no.7003, 7<sup>th</sup> floor, in Tower E4 having carpet area of 452.33 sq.ft , in the project of the respondent governed by Affordable Housing Policy 2013. Copy of provisional allotment letter is annexed as Annexure C4. Thereafter, provisional allotment letter dated 19.01.2018 was issued by the respondent, annexed as Annexure C5.
- (iii) That on 19.01.2018, Builder Buyer's Agreement (BBA) was executed inter-se the respondent promoter and the complainant, which is annexed as Annexure C-6. 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. Environment clearance was issued on 09.03.2015 and building plan



were sanctioned on 27.04.2015. However, till date respondent had not offered the possession of the unit.

- (iv) That as per the payment schedule attached with the agreement executed between the parties, the complainant made regular payments of installments on demand raised by the respondent builder from time to time. Copies customer ledger is attached as Annexure C-15. However, respondent failed to honour its contractual liabilities till date.
- (v) That main grievance of the complainant in the present complaint is that despite the fact that complainants had paid ₹12,89,336/-, 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.
- (vi) Complainant sent emails to the respondent and one amongst the others is appended wherein complainant requested the respondent to refund his money. Copy of email dated 23.01.2022 is annexed as Annexure C-13. Complainant serve legal notice to the respondent on 03.03.2022, however respondent has turned a deaf ear to his request. Copy of legal notice is annexed as Annexure C-14.
- (vii) That the respondent has neither handed over the possession of the unit nor refunded the amount deposited along with interest to the complainant 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. Complainant has sought following reliefs :

- i. To direct the respondent to pay interest at the rate of 12% which is prescribed under Rule 15 of RERA Rules, i.e, @ highest marginal cost of landing rate prescribed by State Bank of India plus 2% for every month of delay, till the refund of whole amount to the complainant on the amount paid towards the sale consideration of the flat.
- ii. To impose penalty upon the respondents for causing harassment and agony as envisaged under the Act and Rules, from the respondent.
- iii. Any other relief which this Hon'ble authority deems fit, be grant in favour of the complainant and against the respondent.

**C. REPLY ON BEHALF OF RESPONDENT**

6. Notice was served to the respondent on 02.12.2023 which got successfully delivered on 06.12.2023. Despite giving four opportunities, i.e, approximately 413 days from first hearing, i.e., 18.03.2024 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. Ld. counsel for complainant 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. In complaint no. **370 of 2024**, complainant was directed to file receipts or an affidavit of paid amount to the respondent. As per office no record, no documents has been filed by the complainant till date. In this regard, Proxy Counsel for complainant stated that case may be decided on the receipts available on record as filed by application dated 11.10.2024.



**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 RERA 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. 2580 of 2023, 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.7003, 7<sup>th</sup> floor, Tower E4, in the said project at Sector-14, Sohna, Haryana. The builder buyer agreement was executed between the parties on 19.01.2018. Complainant had paid a total sum of ₹12,89,336/- against the basic sale consideration price of ₹16,57,258/- .

As per clause 5.2 of the agreement respondent/developer was under an 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.331 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.UG-046, Ground at UG, as per the receipts attached by the complainant. The facts remains that neither allotment letter is issued nor any builder buyer agreement executed 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. Complainant in complaint no. 2580 of 2023 has mentioned that 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., 05.05.2025 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.	2580 of 2023	₹12,89,336/-	₹12,70,622/-	₹25,59,958/-
2.	331 of 2024	₹4,11,426/-	₹416807/-	₹8,28,233/-
3.	370 of 2024	₹13,05,415/-	₹1163948/-	₹24,69,363/-

- xi. In complaint no. 370 of 2024, complainant claimed refund of ₹13,28,737/-. Vide order dated 08.07.2024, complainant was directed to file receipts or affidavit alongwith bank statement. In compliance of same, complainant had filed an application dated





11.10.2024, which mentions claimed amount of ₹13,28,737/-, however, receipt of an amount of ₹23,322/- is not available. Therefore, Authority deems it appropriate to adjudicate on an amount of ₹13,05,415/- for which proofs of payments are placed on record.

- xii. Further, complainants in complaint no. 2580 of 2023, 832 of 2024, 855 of 2024 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:

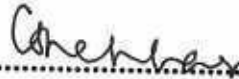
- (i) Respondent is directed to refund the amount to the complainants as specified in the table provided in para- 10 (x) of this order. It is further clarified that respondent will remain liable to pay the interest to the complainants till the actual realization of the amount.
- (ii) Respondent is directed to deposit cost of ₹15000/- payable to the Authority and ₹7000/- payable to the complainant in complaint no. 2580 of 2023 as imposed by its orders of the Authority.
- (iii) Respondent is directed to deposit cost of ₹5000/- payable to the Authority and ₹2000/- payable to the complainant in



complaint no. 331 and 370 of 2024 as imposed by its orders of the Authority.

- (iv) 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. All the above captioned complaints are **disposed off** and 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]

  
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**NADIM AKHTAR**  
[MEMBER]