



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1474 of 2022
Date of filing:	08.07.2022
First date of hearing:	22.09.2022
Date of decision:	05.05.2025

Anuj Gupta, S/o Late Sh. Pradeep Kumar Gupta,
F-508, Nirala Eden Park Ahinsa,

Khand, Indirapuram -201010

.....COMPLAINANT

Versus

Raheja Developers Limited
W4D-204/5, Keshav Kunj, Cariappa Marg,
Western Avenue, Sainik Farms,
New Delhi-110062

.....RESPONDENT

CORAM: Nadim Akhtar
Chander Shekhar

Member
Member

Present : Mr. Divyanshu Saraswat, counsel for the complainant through VC.
Ms. Arpita, counsel for the respondent, through VC.

ORDER (NADIM AKHTAR-MEMBER)

1. Present complaint has been filed by the complainant on 08.07.2022 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.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Krishna Housing Scheme, Sector-14, Sohna, Haryana.
2.	Name of the promoter	Raheja Developers Limited.
3.	Unit No. allotted	13008, 13 th floor, tower E3



4.	Unit area (Carpet area)	452.33 sq.ft
5.	Date of provisional allotment letter	Not available
6.	Date of Builder Buyer Agreement	Not executed
7.	Due date of offer of possession	27.04.2019
8.	Possession clause in BBA	<i>Not available</i>
9.	Total sale consideration	₹20,89,377/- as per pleadings
10.	Amount paid by complainant	₹ 17,94,771/-
11.	Offer of possession	Not given

B. BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:

- (i) Case of the complainant is that complainant booked a unit in the project of "Krishna Housing Scheme" situated in Sector 14, Sohna, Nuh (Gurugram), Haryana and respondent allotted unit no.13008, 13th floor, in Tower E3 having carpet area of 452.33 sq.ft , in the project of the respondent governed by Affordable Housing Policy 2013.
- (ii) That no builder buyer agreement was executed between the parties. Complainant had paid a total amount of ₹18,09,272/- against the basic sale price. That despite making payment of the substantial amount by the complainant, the possession of the unit in question has not been offered till date to the complainant, therefore, the complainant seeks



indulgence of the Hon'ble Authority seeking refund of the paid amount along with interest. Therefore, being aggrieved person, complainant has filed the present complaint before this Hon'ble Authority.

C. RELIEFS SOUGHT:

3. Complainant has sought following reliefs :

- i. Allow the present complaint against the respondent.
- ii. Pass an order for the refund of amount of ₹18,09,272/- alongwith compensation and interest.
- iii. Pass an order to issue interest of 18% per annum alongwith the compensation of ₹5,00,000/- for the mental pain, torture, agony, hardship caused to the complainant for delay of the unit; and
- iv. Pass such orders either in alternative or in addition as may be deem just and proper in the interest of justice and in facts and circumstances of the case.

D. REPLY ON BEHALF OF RESPONDENT

4. Submissions made in the reply dated 25.04.2023 filed by earlier counsel of the respondent are as under:

- (i) That the complaint filed by the complainant before the Ld. Authority, besides being misconceived and erroneous, is untenable in the eyes of law. The complainant has misdirected himself in filing the above captioned complaint before this Ld. Authority as the reliefs being



claimed by the complainant cannot be said to even fall within the realm of jurisdiction of this Ld. Authority. It would be pertinent to make reference to some of the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as '2016 Act') and the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as 'Haryana 2017 Rules'), made by the Government of Haryana in exercise of powers conferred by Sub-Section-1 read with Sub-Section-2 of Section-84 of 2016 Act. Section 31 of 2016 Act provides for filing of complaints with this Ld. Authority or the Adjudicating Officer, Sub-Section(1) thereof provides that any aggrieved person may file a complaint with the authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of 2016 Act or the rules and regulations made there under against any promoter, allottee or real estate agent, as the case may be. Sub-Section (2) provides that the form, manner and fees for filing complainant under Sub-Section(1) shall be such as may be prescribed. Rule 28 of 2017 rules provides for filing of complaint with this Ld. Authority, in reference to Section 31 of 2016 Act. Sub-Clause(1) inter alia, provides that any aggrieved person may file a complaint with the authority for any violation of the provision of 2016 Act or the rule and regulations made there under, save as those proved to



be adjudicated by the adjudication officer, in Form "CRA". Significantly, reference to the authority, which is this Ld. Authority in the present case and before the "Adjudicating Officer", is separate and distinct "Adjudicating Officer" has been defined under Section 2(a) to mean the Adjudicating officer appointed under Sub-Section (1) of the Section 71, whereas the "Authority" has been defined under Section 2(i) to mean the Real Estate Regulatory Authority, established under Sub-Section (1) of Section 20. Apparently, under Section 71 the Adjudicating officer shall be appointed by the authority in consultation with the appropriate Government for the purpose of adjudging compensation under Sections 12, 14, 18 and Section 19 of the 2016 Act and for holding an enquiry in the prescribed manner. A reference may also be made to Section 72, which provides for factors to be taken into account by the Adjudicating Officer while adjudging the quantum of compensation and interest, as the case may be, under Section 71 of 2016 Act. It would be pertinent to make reference to Section 18 of 2016 Act, which inter-alia, provides for return of amount and compensation. From the conjoint reading of the aforementioned provisions, it is crystal clear and evident that the claim for possession of the flat with interest and compensation would be adjudged by the Adjudicating Officer as appointed under Section 71 of 2016 Act and that too keeping in view the factors mentioned in Section

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72 of 2016 Act. No Complaint can be entertained much less before this Ld. Authority in respect of the matters to be adjudicated by the Adjudicating officer. Hence the Ld. Authority lacks jurisdiction to deal with the present Complaint.

- (ii) That the complainant cannot get his claims adjudicated under the provisions of 2016 Act and Rules framed there under inter-alia, keeping in view the fact that the project in respect whereof the complaint has been made, does not fall under the jurisdiction of this Ld. Authority. Till such time the project is registered with this Ld. Authority, no complaint or claim, much less as raised by the complainant can be adjudicated upon.
- (iii) That from the perusal of the provisions and/or the rules and conjoint reading of the same, it is evidence that the "Agreement for Sale" that has been referred to under the provisions of 2016 Act and 2017 Haryana Rules, is the "Agreement for sale" as prescribed in Annexure-A of 2017 Haryana Rules. Apparently, in terms of Section 4(1), promoter is required to fill an application to the 'Authority' for registration of the real estate project in such form, manner, within such time and accompanied by such fee as may be prescribed. The term 'prescribed' has been defined under Section 2(z)(i) to mean prescribed by Rules made under the Act. Further Section 4(2) (g) of 2016 Act provides that a promoter shall

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enclose, along with the application referred to in Sub-Section 1 of Section 4, a proforma of the allotment letter agreement for sale, and conveyance deed proposed to be signed with the allottees. Section 13(1) of 2016 Act inter-alia provides that a promoter shall not accept a sum more than 10% of the cost of the flat, unit or building as the case may be, as an advance payment or an Application fee, from a person, without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force Subsection 2 of Section 13, inter alia provides that the agreement for sale referred to in Sub-Section (1) shall be in such form as may be prescribed and shall specify certain particulars as mentioned in the said Sub-Section. Rule 8 of 2017 Haryana Rules categorically lays down that the agreement for sale shall be as per Annexure-A Suffice it is to mention that Annexure-A forms part of the 2017 Haryana Rules and is not being reproduced herein for the sake of brevity, though reliance is being placed upon the same.

(iv) Besides the aforementioned Sections, a reference may be made to Rule 5 of 2017 Haryana Rules, which inter-alia, provides that the Authority shall issue a registration certificate with a registration number in Form 'REP-III' to the promoter. Clause 2 (i) of form 'REP-III' provides that the promoter shall enter into agreement for sale with the allottees prescribed



by the Government. From the conjoint reading of the aforementioned Sections/rules, form and Annexure-A, it is evident that the 'Agreement for sale', for the purposes of 2016 Act as well as 2017 Haryana Rules, is the one as laid down in Annexure-A, which is required to be executed inter-se the promoter and the Allottee. That it is a matter of record and rather a conceded position that no such agreement, as referred to under the provisions of 2016 Act and 2017 Haryana Rules, has been executed between the respondent company and the complainant. Rather, the agreement that has been referred to, for the purpose of getting the adjudication of the complaint, though without jurisdiction, is the Apartment Buyer's Agreement, executed much prior to coming into force of 2016 Act. The adjudication of the complaint for interest and compensation, as provided under Section-12, 14, 18 and 19 of 2016 Act, has to be in reference to the agreement for sale executed in terms of 2016 Act and Haryana Rules 2017 and no other agreement. This submission of the respondent inter alia, finds support from reading of the provisions of 2016 Act as well as 2017 Haryana Rules, including the aforementioned submissions.

- (v) That the development of the project is in full swing. It is humbly submitted that the project has been delayed due to delay in sanction of necessary approvals from the competent authorities of the State/Central



Government Authorities where the said project is being developed. So due to various defaults and non delivery of commitments made by the State Agencies, the answering respondents were constrained to develop the project on time.

(vi) That as per Article 5.2 of the Agreement which was accepted and signed by the Complainant, in case of "KRISHNA HOUSING" complex, the possession shall be handover within 48 months from the date of receiving of environment clearance or sanction of building plans whichever is later. However, it was specifically mentioned in such agreement such stipulated period of delivery of possession shall start only after the necessary infrastructure especially road, sewer & water etc. are provided, in the sector by the Government. So, the complainant is making false allegations that the respondents were not in position to hand over the possession. The delay in delivery of said flat could not attributed solely on the part of the answering respondent. The State/Central Government Agencies contributory to such defaults.

(vii) That the Respondent Company is a reputed builder who had sought funds from the DMI Finance Private Limited, Non Banking Financial Institution (NBFC) (hereinafter referred to as "DMI") registered with the RBI for financing its affordable Housing Project under PMAY (Pradhan Mantri AwasYogna) namely "KRISHNA HOUSING SCHEME



pursuant to License No.115/2014 issued by the DCP, Haryana and entered agreement into between the Promoter, M/s Vista ITCL India Ltd. (as Debenture Trustee), DMI finance Pvt Ltd (as Monitory Agent) along with personal Guarantor and Security Providers. Out of the sanction amount of ₹55Crores to the Promoter, ₹33Crore was disbursed and the balance amount of ₹22Crore is till date un-disbursed/un-sanctioned despite claim of entire fee and charges. Out of the total funds disbursed by the Applicant i.e., ₹33Crores, only ₹9.55 Cr. could be utilised towards the project development and rest for repayment/takeover of existing facilities further, DMI has ALREADY withdrawn a sum of ₹33.82 Cr. of poor homebuyers money from the Project Cash flow, which was under escrow control of DMI, for self-servicing their own interest and other facility (₹9.29 cr) availed by group company of respondent before the scheduled repayment, which is not as per the terms of sanction and in complete violation of RERA. That the customers money under DMI escrow control that actually went into construction was just ₹18 Crore and the balance was withdrawn/self serviced by lender illegally and in blatant violation of the provisions the RE(R&D) Act, 2016. It is submitted that the Company/respondent had requested DMI to release customer's money of ₹7.82 crore and ₹1.11 crores lying in Yes Bank and Punjab national Bank as Escrow Account



under their control as construction and consequent collection was getting affected failing which they shall be responsible for the delay in construction of the said Project, since the Promoter was in urgent need of funds for the completion of the said Project. It is relevant to mention here that on various occasions, the respondent company has communicated number of banks including the DMI Finance Pvt. Ltd to remove such lien created over the Bank accounts maintained under RERA vide letters dated 24.09.2019, 13.11.2019 and 03.02.2020. However, the lender Bank has failed to do so. However, if DMI Finance Pvt Ltd. had followed the sanctioned repayment schedule of NCDs, not misappropriated, and also disbursed ₹22 Crore (un-disbursed facility) and not diverted the funds from this Project cash flows, the Promoter would have completed the project and created cash flow as per the scheduled milestones and consequently would have generated/collected funds from the customers as per construction milestones could have possible got their home deliveries by now and lives and hard earned money of thousands of homebuyers would not have been put to peril and looted by moneylenders.

(viii) That as per clause 5.3 of the said Agreement to Sell, the complainant understands and agrees that he shall not claim any compensation for delay due to non-provision of infrastructure facilities or consequent



delay in handing over the possession of the flat in the said project since provision of connections by the government authorities is beyond the scope and control of the seller. It is further submitted that the same is mentioned in clause 5.4 of the terms and conditions in the said agreement which was being issued to the Complainant by the respondent.

- (ix) That the Complainant is now demanding delayed interest which shows that the present complaint has been filed with intent to misuse the beneficial provisions of RERA Act, 2016. It is an arm twisting technique which is used for ulterior motives or vested interest thus, liable to be dismissed solely on this ground.
- (x) That the construction of the said project is subject to force majeure condition and beyond the control of the respondent. It is pertinent to mention that as per clauses of the Agreement to sell, the respondent shall be entitled to a reasonable extension of time for delivery of possession of the said unit when the situation is beyond the control of the respondent. The said terms and conditions has been agreed, consented and were dully signed by the complainant at the time of allotment of the said flat.
- (xi) That the project in question got delayed due to non-payment by the complainant and several other allottees hence it is the respondent who is



entitled for compensation in the instant matter as the complainant is harassing the respondent since inception.

(xii) That possession will be handed once the basic infrastructure facilities will be provided by the State Government. It is further submitted that the said project is on full swing but due to exceptional circumstances the respondent failed to deliver the possession of the said unit on respective time.

(xiii) The complainant has failed to bring on record anything contradictory or in violation of the provisions of RERA Act, 2016. Moreover, nowhere in the complaint any violation of the provisions of RERA Act, 2016 has been mentioned. Thus, the petition is liable to be dismissed solely on this ground.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

5. 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, as she has been recently engaged by the respondent.

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F. ISSUE FOR ADJUDICATION

6. Whether the complainant is entitled to get refund of the amount deposited by him along with interest in terms of Section 18 of RERA Act of 2016?

G. OBSERVATIONS AND DECISION OF AUTHORITY

7. The Authority has gone through the facts of the complaint as submitted by the complainant and reply on record. In light of the background of the matter, Authority observes that complainant booked a unit in the project of the respondent, namely; "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. 13008, 13th floor, Tower E3, in the said project at Sector-14, Sohna, Haryana as per the customer ledger attached by the complainant dated 08.10.2021 and complainant had paid a total sum of ₹17,94,771/- against the total sale consideration price with taxes of ₹17,37,270/- (as per ledger attached at page no.29 of complaint file)
8. That respondent in its reply states that no agreement to sell / builder buyer agreement was executed between the parties and on the other hand, referred to various clauses of the agreement. It is a matter of record, that respondent had filed the short reply and had not attached any documents on record to substantiate its claims, therefore, said submissions regarding the clauses are not taken on record.



9. Respondent has taken the plea that complainant fails to make timely payments to the respondent, therefore, project of the respondent got delayed. In this regard, Authority observes that respondent had not attached any demand letters or reminders which show that complainant did not abide by the payment plan. Therefore, said plea of respondent regarding non payment is rejected.
10. Further, respondent has taken a plea that project of the respondent got delayed due to force majeure clauses. However, no justification and documentary proof have been provided by the respondent which proves force majeure factors lead to delay in constructing the project. Thus, said plea of respondent is rejected.
11. Vide order dated 01.08.2023, complainant was directed to place on record builder buyer agreement executed between the parties. In compliance of same, complainant had filed an application dated 07.02.2024, mentioning that said document was burnt in the fire accident, therefore, complainant is unable to place it on record. Neither of the parties have placed on record allotment letter and builder buyer agreement. However, the fact remains that respondent allotted the unit in favour of complainant as same can be proved from customer ledger and said allotment was governed "Affordable Housing Policy- 2013". As per clause 5 (iii) (b) of said policy, possession was to be offered



within 4 years from date of sanction of building plans or receipt of environmental clearance whichever is later. Relevant clause is reproduced below for reference:

Affordable Housing Scheme 2013

“Clause 5(iii) (b) : All flats in a specific project shall be allotted in one go within four months of sanction of building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/ clearance. Any person interested to apply for allotment of flat in response to such advertisement by a coloniser may apply on the prescribed application form alongwith 5% amount of the total cost of the flat.”

12. It came to the knowledge of the Authority while dealing with other cases against the same respondent namely; M/s Raheja Developers Ltd, 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. 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



complainant. After paying his hard earned money, legitimate expectations of the complainant 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. Thus, complainant is at liberty to exercise his 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.

13. Respondent has taken plea that complainant fails to make timely payments to the respondent, therefore, project of the respondent got delayed. In this regard, Authority observes that respondent had not attached any demand letters or reminders to show that complainant did not abide by the payment plan. Therefore, said plea of respondent regarding non payment is rejected.

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

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15. 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;

16. Complainant in its complaint has sought refund of paid amount with interest @18%. It is pertinent to mention here that the legislature in its wisdom in the subordinate legislation under the provisions of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

17. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

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"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".

18. 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%.
19. From the above discussions, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERA Act, 2016 and the complainant is entitled for refund of deposited amount along with interest. Thus, respondent is liable to pay the complainant interest from the dates amounts were paid by the complainant till the actual realization of the amount.
20. Therefore, Authority allows refund of paid amount along with interest to the complainant 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	Principal amount	Date of payment	Interest accrued till 05.05.2025
1.	₹428816/-	12.09.2015	₹459554/-
2.	₹119629/-	28.03.2015	₹134316/-
3.	₹428816/-	16.09.2015	₹459033/-
4.	₹566429/-	06.02.2017	₹518664/-
5.	₹223689/-	08.02.2016	₹229588/-
6.	₹27392/-	08.03.2017	₹24832/-
	Total=₹17,94,771/-		₹18,25,987/-
Total amount to be refunded by respondent to complainant= ₹17,94,771/- + ₹18,25,987/- = ₹36,20,758/-			

21. It is relevant to refer order dated 29.07.2024, wherein it is recorded that

“.....Complainant in his pleadings mentioned that complainant had paid an amount of ₹18,09,272/- to the respondent against the unit booked by the complainant and to substantiate the same customer ledger is attached in complaint file. Perusal of customer ledger reveals that an amount of ₹14,501/- is mentioned as Credit note on account of GST rebate. Therefore, Authority directs the complainant to submit an affidavit/application that whether said amount is to be included in total paid amount or not?” In compliance of said order, complainant had filed an application dated 17.12.2024 under Section 151 of Civil

Procedure Code 1908, mentioning that said GST rebate amount of ₹14,501/- as mentioned in customer ledger dated 08.10.2021 is part of the total paid up amount paid by the complainant against the total consideration of the said unit. Authority observes that GST rebate being a discount in nature and is not actually paid by the complainant towards the total sale consideration. Moreover, in complaint no. 3325 of 2022 of similar builder with payment of GST rebate was decided by Authority, wherein initially vide order dated 29.07.2024, refund of whole amount was awarded. However, complainant specifically filed rectification stating that said GST rebate not to be included in refund amount, which was decided by the Authority on 20.03.2025. Hence, this amount of ₹14,501/- is not to be included for refund alongwith interest amount.

22. Further, complainant is seeking compensation on account of mental pain, agony, hardship caused to the complainant for delay of the unit. 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.


K. DIRECTIONS OF THE AUTHORITY

17. 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 complainant as specified in the table provided in para- 20 of this order. It is further clarified that respondent will remain liable to pay the interest to the complainant till the actual realization of the 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 be initiated against the respondent.



Disposed off. File be consigned to the record room, after uploading of the order on the website of the Authority.


.....
CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]