



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1913 of 2022
Date of filing:	01.09.2022
First date of hearing:	03.11.2022
Date of decision:	11.09.2025

Parmila Singh

W/o Sh. Naveen Kumar

#C-10, NIT Campus,

Kurukshetra

.....COMPLAINANT

Versus

M/s Aegis Value Homes Ltd

SC0-243, First floor, Sector-12

Karnal – 132001

.....RESPONDENT

CORAM: **Parneet Singh Sachdev**
Nadim Akhtar

Chairman
Member

Present: - Mr. Manish, Counsel for the complainant through VC.

Mr. Neeraj Goel, Counsel for the respondent through VC.
respondent.

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Present complaint has been filed on 01.09.2022 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 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 handing over of the possession, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Smart Homes Karnal
2.	Name of the promoter	M/s Aegis Value Homes Ltd
3.	RERA registered/not registered	Registered
4.	Unit no.	A7-803
5.	Unit area	538.70 sq.ft
5.	Date of Allotment	04.10.2017
6.	Date of Apartment Buyer Agreement	Not executed

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7.	Due date of offer of possession	Not available.
8.	Possession clause in BBA	Not available.
9.	Total sale consideration	₹19,89,320/-
10.	Amount paid by complainant	₹ 8,25,568/-
11.	Offer of possession (fit-out)	No offer of possession given

B. FACTS OF THE COMPLAINT

3. That complainant booked the flat in the project-'Smart Homes Karnal' by paying Rs 25,000/- on 04.09.2017. After draw of lots, complainant was declared successful allottee and was issued allotment letter for unit no. A-7,803 having area of 538.70 sq ft for a total consideration of approximately ₹19,89,320/-. Against said consideration, complainant has paid an amount of ₹ 8,25,568/-. Copy of the allotment letter dated 04.10.2017 is annexed as Annexure C-2.
4. That the respondent sent an agreement to sell to the complainant with details of the apartment and the terms governing the parties. Copy of agreement to sell (undated) is annexed as Annexure C-9. Said agreement contained various unfair and arbitrary clauses which severely prejudiced the rights of the complainant. Feeling aggrieved by such provisions, the complainant and her family time and again contacted the respondent and its representatives through email and

telephonic modes to ensure that the terms in the agreement were fair to both the parties. There was no satisfactory response from the respondent. Complainant on 03.07.2018 submitted its doubt and objections with respect to the Agreement to Sell. Copy of the objections submitted to respondent is annexed as Annexure C-11.

5. That the complainant got issued an affidavit dated 03.10.2019 stating loss of faith in the respondent and cancellation of the booked unit. Copy of affidavit is annexed as Annexure C-13. Even more the complainant has sent a letter for cancellation of the booked unit. Copy of cancellation letter dated 10.11.2019 is annexed as Annexure C-14. Respondent is still harassing the complainant by issuing reminder letters. Copies of payment reminders is annexed as Annexure C-15. After running from pillar to post the respondent issued refund calculations which itself is unjustified and arbitrarily calculated.
6. That till today, the respondent has not refunded any amount to the complainant. Further, the respondent is not in a position to give possession to the complainant even though the allotment was made on 04.10.2017. Hence, the present complaint.

C. RELIEFS SOUGHT

7. Complainant sought following reliefs :

- a. Direct the respondent to refund the principal amount of Rs 8,25,568/- at the prescribed rate of interest from the date of payment till the actual realization.
- b. Direct the respondent to pay compensation to the tune of Rs 10,00,000/-.
- c. Direct the respondent to pay litigation expenses to the tune of Rs 30,000/-.
- d. Pass such order or further orders as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the present case.

D. WRITTEN SUBMISSIONS ON BEHALF OF RESPONDENT
FILED IN REGISTRY ON 03.04.2024

8. That license no. 1440/2013 dated 08.02.2013 was obtained by JD Universal Infra Limited (herein after referred as mega developer) for setting up a society for an area measuring 24.94 acres falling in the revenue estate of village Phoosgarh, Karnal Haryana. Thereafter, mega developer entered into joint development agreement with respondent for jointly developing the total area of 1.4603 acres. Respondent had paid the complete amount of EDC/IDC to the mega developer.
9. That due to improper assessment of EDC by the DTCP, the said mega developer defaulted in paying the EDC amount as the aforesaid



license was granted under TP scheme but the EDC was not calculated as per the said scheme. Due to said default, DTCP revoked the said license which was challenged by the mega developer up till FCR Court, wherein vide its order further time period was granted to said developer for payment of EDC, in compliance of which Rs 5 crore was paid. Facing with the said enhancement in EDC and IDC mega developer defaulted and failed to deposit the requisite amount due to which the license stands revoked.

10. That the complainant has no cause of action against the respondent and the alleged cause of action was false and frivolous. That the respondent had neither caused any violation of the provisions of the act nor caused any breach of agreed obligations as per the agreement between the parties. Hence, the present complaint is liable to be dismissed.

11. That the respondent submitted that the complainant cannot rely on the provisions of the RERA qua the agreements that were executed prior to the RERA Act coming into force. It is further submitted that for transactions entered into between the parties prior to RERA Act coming into force, the agreements entered into between the parties shall be binding on the parties and cannot be reopened.

12. That the respondent submitted that the present complaint is barred by limitation as the complaint has been filed after expiry of 3 years.



Hence, the present complaint may be dismissed on this ground alone. Further, as per Article 55 of the schedule of The Limitation Act which provides that the time period to file such complaints is 3 years and the time period to file such complaints begins to run from the date of breach of agreement which is much prior in time as per complainant himself.

13. That the complainant has concealed that she approached this Hon'ble Authority vide complaint no. 607-2021 titled as 'Pramila Singh vs Aegis Value Homes Pvt Ltd' in respect of the same cause of action. Said matter was amicably settled between the parties and in lieu of it, complainant has already received Rs 6,13,005/- vide demand draft no. 830902 dated 03.08.2022. Accordingly, complainant withdrew the complaint no. 607/2021 which is evident from order dated 08.07.2022 passed by this Hon'ble Authority.

14. That it is worthwhile to mention here that the construction of the project commenced in December 2015 and after that, construction of the Project was hampered due to force majeure situations beyond the control of the Respondent which are as follows: -

- Jat Reservation Agitation: The Jat Reservation agitation was a series of protests in February 2016 by Jat people of North India, especially those in the state of Haryana, which paralyzed the State including city of Gurgaon wherein the project of Respondent is situated for 8-10 days.



- Demonetization of Rs. 500 and Rs. 1000 currency notes: The Real Estate Industry is dependent on un- skilled/semi-skilled unregulated seasonal casual labour for all its development activities. The Respondent awards its contracts to contractors who further hire daily labour depending on their need. On 8th November 2016, the Government of India demonetized the currency notes of Rs. 50 and Rs. 10 with immediate effect. Resulting into an unprecedented chaos which cannot be wished away by putting blame on Respondent.
- GST Implications: It is pertinent to apprise to the Hon'ble Adjudicating Officer that the developmental work of the said project was slightly decelerated due to the reasons beyond the control of the Respondent Company due to the impact of Good and Services Act, 2017 [hereinafter referred to as 'GST'] which came into force after the effect of demonetisation in last quarter of 2016.
- Directions/Prohibition by NGT: It is noteworthy that on 09.11.2017, in Vardhaman Kaushik vs Union of India & Ors, the National Green Tribunal New Delhi observed The Tribunal had passed a detailed judgment in the case of Vardhman Kaushik on 10th November, 2016 and had clearly postulated the steps that were required to be taken on long term and short-term basis keeping in view the precautionary principle to ensure that the ill-effects and adverse impact of polluted ambient air quality in the previous year is not repeated in the year 2017.
- Construction Ban: It is noteworthy that in past few years construction activities have also been hit by repeated bans by the Courts/Tribunals/Authorities to curb pollution in Delhi-



NCR Region. In the recent past the Environmental Pollution (Prevention and Control) Authority, NCR (EPCA) vide its notification bearing no. EPCA-R/2019/L-49 dated 25.10.2019 banned construction activity in NCR during night hours (6 pm to 6 am) from 26.10.2019 to 30.10.2019 which was later on converted to complete ban from 01.11.2019 to 05.11.2019 by EPCA vide its notification bearing no. R/2019/L-53 dated 01.11.2019.

- Covid-19 Pandemic: It is most humbly submitted that even before the normalcy could resume the world was hit by the Covid-19 pandemic. Therefore, it is safely concluded that the said delay in the seamless execution of the project was due to genuine force majeure circumstances and the said period shall not be added while computing the delay. It is most humbly submitted that current covid-19 pandemic resulted in serious challenges to the project with no available labourers, contractors etc. for the construction of the project.

E. REJOINDER FILED BY COMPLAINANT ON 03.02.2025

15. Complainant in its rejoinder denied filing of any complaint before this Authority prior to the present complaint. Case cited by respondent, i.e. complaint no. 607/2021 does not pertain to the complainant. Respondent has failed to annex the complaint to establish that complaint no. 607/2021 is filed by complainant in question.

16. Complainant vide an application filed in registry on 08.07.2025 wherein copy of the cancelled cheque has been placed on record n compliance of order dated 08.05.2025.

F. WRITTEN SUBMISSIONS FILED BY RESPONDENT ON 09.07.2025

17. That the complaint is misleading and not maintainable as the complainant voluntarily surrendered her allotment vide duly sworn affidavit dated 03.10.2019 without any coercion or undue influence.

18. That the complainant has not comes to this Authority with clean hands. She has suppressed material facts, including discrepancies in her identity and signature and has relied upon forged and fabricated documents.

19. That the complainant's refund was not processed solely due to unresolved identity verification issues, third party transactions and inconsistencies in documentation that were never clarified by the complainant despite several reminders.

20. Detailed Submissions With Annexures:-

A. Voluntary Surrender and Non-Applicability of RERA Sections 13 & 18

- The Complainant voluntarily surrendered the unit vide application dated 03.10.2019 (Annexure R-1).

- She explicitly acknowledged having no further claims and agreed to refund terms as per policy.
- No agreement for sale was executed. Hence, Sections 13 and 18 of the RERA Act do not apply.

B. Mismatch in Signatures and Identity Doubts

- Signatures on the application form and surrender documents differ significantly (Annexures R-2).
- Despite multiple reminders, the Complainant failed to verify her identity via any KYC-compliant process.
- Affidavit submitted in Annexure C-13 is unsigned, raising serious doubt about authenticity.

B. Payments from Third Party (Ashwani) Raise Suspicion

- NEFT/cheque payments were made by Ashwani, not the Complainant. No authorization was submitted.
- Ledger shows third-party deposits not traceable to Complainant and payment reminders (Annexure R-3 & R-4 respectively).
- In absence of agreement and verified linkage to Ashwani, refund is untenable.

C. Fabrication and Suppression of Material Facts

- Complainant relies on a copy of unexecuted agreement (Annexure C-12), allegedly obtained without approval.



- Cancellation application in Annexure C-14 shows discrepancy in date versus forwarded version.
- Affidavit in Annexure C-13 lacks signature but bears a notary mark indicative of fabrication.

D. Refund Calculation Sheet Was Drafted But Held in Abeyance

- Annexure C-16 (also enclosed as Annexure R-5) was prepared for refund but withheld due to identity discrepancy.
- Complainant was asked to complete verification but failed to do so, despite reminders.
- Mere booking and part payment do not entitle refund without a valid agreement or verified claim.
- Burden of proof lies on Complainant to establish her identity and claim-relied on forged documents.
- Refund can only be processed upon identity clearance and compliance with Affordable Housing Policy.

21. ARGUMENTS OF LEARNED COUNSEL FOR
COMPLAINANT AND RESPONDENT

Ld. counsel for complainant clarified that his client is interested in seeking refund of paid amount with interest only. Ld. Counsel for respondent reiterated its submissions as mentioned in reply along with written submissions.



22. **ISSUE FOR ADJUDICATION**

Whether the complainant is entitled to refund of amount deposited by her along with interest in terms of Section 18 of Act of 2016?

G. OBSERVATIONS AND DECISION OF AUTHORITY

23. Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that it is not a disputed fact that complainant booked a unit in the project of the respondent namely "Smart Homes Karnal" and allotment letter for unit no.A-7-803, having area of 538.70 sq. ft. Against the basic sale price of ₹19,89,320/-, complainant has already paid a total amount of ₹ 8,25,568/-.
24. With regard to plea raised by the respondent that provisions of RERA Act,2016 are applicable with prospective effect only and therefore same were not applicable when the complainant was allotted unit no. A-7-803, in Smart Homes Karnal. It is observed that issue regarding operation of RERA Act,2016 whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in *Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State*



of Uttar Pradesh and others. Relevant part is reproduced below for reference:-

"52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under



Section 3 to prospectively follow the mandate of the Act 2016."

25. Respondent has also taken objection that complaint is grossly barred by limitation. Reference in this regard is made to the judgement of Apex court Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise wherein it was held that Limitation Act does not apply to quasi-judicial bodies. Further, in this case the promoter has till date failed to fulfil his obligations because of which the cause of action is re-occurring. RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the limitation Act 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not Courts.
26. Respondent in its submission has stated that claim of complainant stands amicably settled in complaint no. 607/2021-already decided by this Authority vide order dated 08.07.2022. Hence, present complaint is not maintainable. Said issued stands decided vide order dated 08.05.2025 wherein ld. counsel for respondent himself admitted that complaint no. 607/2021 pertains to different allottee not related to preset complainant. Relevant part of the order is reproduced below for reference:-



"As per office record, rejoinder has been filed by complainant in registry on 03.02.2025 wherein complainant denied the assertions/submissions made by the respondent.

Ld. counsel for the complainant further sought time to argue the case as he is stuck in High Court.

On the other hand, ld. counsel for respondent stated that complaint no. 607/2021 has been inadvertently mentioned in the reply and present complaint pertains to different allottee. So, said objection stands withdrawn on part of respondent. He further stated that amount of Rs 8,25,568/- has been received from account of Mr. Ashwani Kumar, not of present complainant. Even if they want to refund the amount, same cannot be refunded in account of complainant as they don't have account details of complainant. Respondent again sought time to file rejoinder. His request is accepted.

In these circumstances, the complainant is directed to place on record the cancelled cheque of complainant with photocopy provided to respondent so that account details of complainant gets communicated to respondent. Further, last opportunity is granted to parties to argue the case, failing which it will be decided on merits.

Case is adjourned to 10.07.2025 for final arguments."

27. Respondent in its written submission dated 09.07.2025 has stated that complaint is not maintainable for the following reasons:-
- a. Builder buyer agreement has not been executed so Section 13 and 18 does not apply to claim of complainant.
 - b. Complainant herself has surrendered the allotment of unit vide application dated 03.10.2019.
 - c. Complainant failed to verify her identity-signatures differ on application form and surrender documents.



d. Paid amount has been received from third party-Ashwani. In absence of agreement and verified linkage to Ashwani, refund is not tenable.

28. In respect of amount received from third party Ashwani, it is observed that respondent has been duly provided account details of complainant vide order dated 08.05.2025 (reproduced above herein paragraph no. 26 of this order). Moreover, it is an admitted fact that builder buyer agreement has not been executed between the parties. Allotment letter was issued by the respondent to the complainant on 04.10.2017. As such, allotment letter duly establish the relation of allottee and promoter between the parties. Hence, dispute between the parties duly falls within the ambit of RERA Act, 2016. In respect of identity/signature difference and paid amount from third party, it is observed that respondent had accepted the amount for unit in question from complainant only since 10.10.2017. All the transactions like acceptance of amount, draw of lots, issuance of allotment letter, demand letters have been carried out with complainant only. Moreover, receipts have been issued in name of complainant only. Now, after accepting an amount of Rs 8,25,568/- it does not lie in mouth of respondent to challenge the identity of complainant. Respondent itself has acknowledged the complainant as its allottee.



Therefore, grounds raised by respondent for non-maintainability of complaint is devoid of merit and stands rejected.

29. Perusal of record reveals that builder buyer agreement has not been executed between the parties. Complainant is relying upon its claim on the basis of allotment letter dated 04.10.2017. Now with regards to deemed date of possession, Authority observes that in absence of specific timeline for handing over of possession in allotment letter, exact date for offering the possession of said plot to complainant cannot be ascertained. Therefore, reference is made to observation of Hon'ble Apex Court is 2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr. in which it has been observed that period of 3 years is reasonable time. In present complaint, the allotment letter was issued to complainant on 04.10.2017 and taking a period of 3 years from the date of agreement as a reasonable time to complete development works in the project and handover possession to the allottee, the deemed date of possession comes to 04.10.2020. In this way, the possession of the unit should have been handed over to the complainant by 04.10.2020.
30. Fact remains that complainant before expiry of deemed date of possession, i.e. on 10.11.2019 sent a letter for cancellation of unit. Content of said letter is reproduced below:-



" Subject: Regarding cancellation of unit allotted under smart homes Karnal

Dear Sir

This is with reference to the allotment of a 2BHK Unit no. 803, 8th floor, A7 Tower in project 'Smart Homes Karnal' at Sector 32 A Karnal which was allotted to me through lucky draw no. 2 vide application no. 1473. I want to cancel the above mentioned unit as the legal agreement has not been signed at the part of your company since long date. In this regard, kindly do cancel the unit and refund the total paid amount Rs 8,25,568/- against the unit."

31. Respondent admits the receipt of cancellation letter. It is the stand of respondent that refund could not be processed due to identity issues of complainant. There is no concrete justification by the respondent as to what steps have been taken by him till date to process refund of paid amount. Respondent has not filed any document which renders it clear that there is genuine issue with identity of complainant. Allotment letter and receipts issued by respondent proves it otherwise. Be as it may be, respondent even after filing of complaint in year 2022 did not made any effort to refund the deposited amount.
32. Herein Section 18 of RERD Act, 2016 comes into picture which states as under:-

"Section 18- Return of amount and compensation.

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or



(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act;

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

33. Aforesaid content of Section 18 clearly provides that respondent-builder is liable to refund the amount to the allottee, if same has been demanded by the allottee. In present case, complainant has already conveyed his intention of withdrawing out of the project vide cancellation letter dated 10.11.2019 (discussed in paragraph no. 31 of this order). Receipt of said letter has not been disputed by the respondent. In respect of request of complainant for refund of paid



amount, respondent in its written submissions has stated that refund calculations were made, however same was not processed further due to issue of receipt of amount from third party, i.e. Ashwani Kumar. Copy of refund calculations is annexed as Annexure R-5 (wherein total paid amount is admitted by respondent). Account details of complainant was not available with respondent. This issue has been clarified by the Authority vide order dated 08.05.2025 whereby complainant was asked to provide copy of cancelled cheque so that account details get communicated to respondent. Said order stands complied by complainant and same is recorded in order dated 10.07.2025 which is reproduced below for ready reference:-

"As per office record, complainant has filed the cancelled cheque in compliance of directions issued vide previous order dated 08.05.2025 with advance copy supplied to respondent."

34. In respect of construction/status of project, it is the stand of respondent that force majeure conditions like-Jat Agitation of February 2016, Demonization in November 2016, GST Act, 2017, Prohibitions by NGT in year 2017 and 2019 and COVID-19 Pandemic affected the project completion. The due date of possession in the present case, as per paragraph 29 works out to 04.10.2020. However, complainant before expiry of said date, exercised the option of withdrawing out of the project by seeking refund of paid amount. Reference is made to cancellation letter dated 10.11.2019 which in a



way was accepted by respondent as refund calculations were made by respondent. Therefore, no question arises for taking into account force majeure condition for determining the claim of complainant vis-à-vis the obligation of respondent.

35. 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;

36. 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".

37. 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. 11.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.
38. From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERD Act, 2016 and the complainant is entitled for refund of deposited amount along with interest. Thus, respondent will be liable to pay the complainant interest from the date the amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainant the paid amount of ₹8,25,568/- 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 as on date works out to 10.85% (8.85% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amount along with interest calculated as per detail given in the table below:

Sr. No.	Principal Amount	Date of payment	Interest Accrued till 11.09.2025
1.	₹1,95,000	10.10.2017	167753



2.	₹1,00,000/-	24.10.2017	85611
3.	₹1,00,000/-	22.11.2017	84749
4.	₹1,00,000/-	23.11.2017	84719
5.	₹62,009/-	28.11.2017	52441
6.	₹2,68,559/-	17.07.2018	208681
	Total= ₹8,25,568/-		₹ 6,38,954/-
Total amount to be refunded by respondent to complainant = ₹8,25,568/- + ₹ 638954 /- = ₹14,64,522/-			

39. Further, the complainant is seeking compensation 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 complainant is advised to approach the Adjudicating Officer for seeking the relief of compensation and litigation cost.



H. DIRECTIONS OF THE AUTHORITY

40. 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 of 2016:
- (i) Respondent is directed to refund the entire amount of ₹8,25,568 along with interest of ₹ 6,38,954/- to the complainant. It is further clarified that respondent will remain liable to pay 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 follow.
41. **Disposed of as allowed.** File be consigned to record room after uploading of order on the website of the Authority.



.....
NADIM AKHTAR
[MEMBER]



.....
PARNEET S. SACHDEV
[CHAIRMAN]