



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2240 of 2023
Date of filing:	11.10.2023
First date of hearing:	07.11.2023
Date of decision:	15.09.2025

Ashish Goel,

#777/23, Kath Mandi, opposite HDFC Bank Ltd,
Sonipat, Haryana-131001.

.....COMPLAINANT

Versus

- 1. Haryana State Industrial and Infrastructure Development Corporation Ltd. Through its Managing Director**
Regd. Office: C-13&14, Sector-6, Panchkula-134109.
- 2. Chief Engineer, Haryana State Industrial and Infrastructure Development Corporation Ltd.**
Regd. Office: C-13&14, Sector-6, Panchkula-134109.
- 3. Estate Manager, Haryana State Industrial and Infrastructure Development Corporation Ltd.**
Regd. Office: Industrial Estate, IMT, I.A. Rai, Sonipat,
Haryana-131029.

.....RESPONDENTS

Present: - Adv. Aseem Gupta, Counsel for the complainant.

Adv. Tarun Gupta, Counsel for the respondent no.1 through VC.

None present for respondent no.2 and 3.

ORDER (NADIM AKHTAR-MEMBER)

1. Present complaint has been filed by the complainant on 11.10.2023 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	Sector -38, Phase I, Industrial Estate, Rai, Sonipat
2.	Name of the promoter	Haryana State Industrial and Infrastructure Development Corporation Ltd, Panchkula.
3.	Shop No. allotted	SCO no.16 Triple Storey with basement
4.	Shop area	144 sq. mtr
5.	Date of allotment	30.05.2019
6.	Date of Builder Buyer Agreement	Not executed
7.	Due date of offer of possession	30.05.2022
8.	Possession clause in BBA	<i>Not available</i>
9.	Total sale consideration	Tentative price as per RLA dated 30.05.2019 is ₹1,13,35,000/-
10.	Amount paid by complainant	₹1,13,35,165/- + ₹99127/- = ₹1,14,34,292/- as per application dated 17.03.2025 filed by the complainant. As per receipts on record total amount comes to ₹1,14,35,292/-.
11.	Part Completion certificate	Not received
12.	Offer of possession	30.05.2019, not valid as per law



B. FACTS OF THE COMPLAINT

3. Case of the complainant is that complainant participated in the e-auction on 08.03.2019 and he was the highest bidder for triple Story SCO No. 16, measuring 144 Sqm., Sector 38, Phase I, Industrial Estate, Rai, Sonapat, Haryana. That complainant deposited the entire amount as per schedule and deposited a huge sum of ₹1,13,35,000/- vide proper receipts. Thereafter the complainant also submitted a letter dated 13.03.2019 to the respondent no.3 and submitted all documents demanded by him for further process of allotment. Copy of payment receipts are enclosed at page 20 to 28 and copy of Letter dated 13.03.2019 is enclosed at page no 29.
4. That the respondents had issued a Regular Letter of Allotment (RLA) with offer of Possession Letter bearing No. HSSIDC: C&H:2019:1402 dated 30.05.2019, in the name of the complainant. Clause 9 of the said letter read as *"The possession of the site is hereby offered, which may be taken from Estate Manager, HSIIDC, IE, Rai, immediately after deposit of amount detailed in clause -5 and submission of acceptance of terms and conditions enclosed at Appendix-A."* Thereafter the complainant also submitted Appendix-A, "Acceptance of Regular Letter of Allotment" with the respondent. However, to the utter surprise and anguish of the complainant, the



offer of possession, so claimed and promised by the respondents were a mere eye wash, just to collect a huge amount from the successful bidders, like as the complainant, but in the honest spirits of truth, the site allotted was just a piece of rugged land, with no development work at all, till today. Copy of Regular Letter of Allotment is enclosed at page no.30 of the complaint file and the copy of Acceptance of Regular Letter of Allotment is annexed at page no.50 of the complaint file.

5. That a letter bearing reference No. HSIIDC/RAI/ESTATE-19:1029 dated 13.08.2019 was issued by the respondents office against the complainant's valid request for delivering physical possession of the said triple story SCO, for which, the complainant had to apply online for possession but astonishingly, till date the respondents have not confirmed the complainant that physical possession is not available, due to several discrepancies at the end of the respondents. Copy of said Letter is annexed at page no. 51 of complaint file.
6. That the complainant even visited the office of the respondents several times, but all his efforts rendered futile & unsuccessful. The complainant issued emails, letters dated 06.06.2019, 06.08.2019, 10.08.2019, 11.12.2019, 16.12.2019, 03.01.2020, 23.07.2020, 31.08.2020, 29.01.2021. Complainant also sought information through RTI application, seeking physical possession of site, so that



he could start construction work but to no avail. Copies of such letters are at page no. 52 to 60 of complaint file.

7. That vide reply dated 25.09.2020 sent by the office of the respondent to one of the RTI filed by the complainant stated therein *"Not developed before the allotment. But the work of providing of water supply, sewerage and storm water drainage system in commercial, area and the work of construction of roads in commercial area in Sector 38, Phase I, at Industrial Estate, Rai have been allotted to agencies/contractors. The works are expected to be started at site shortly."* It is thus obvious and apparent that the immediate offer of possession claimed by the respondent in the year 2019 was against the law, as the work at site was not even started until September 2020 and even till today. Copy of reply under RTI is annexed at page no. 61 of file.
8. That the respondent also issued one false letter bearing No. HSIIDC/RAI/ESTATE-21:887 dated 19.01.2021 demanding ₹3,75,180/- from the complainant, to pressurize him to not ask for possession but on reconciliation of books of accounts, it was revealed that the complainant had paid the entire amount and nothing was due against him, even then, he was asked to deposit a sum of ₹99,127/- towards delayed payment interest @ 12% p.a, which was also



deposited by the complainant. Copy of said letter is annexed at page no. 63 of file.

9. That complainant lodged a complaint on pg-portal of government, and eventually the respondent withdrew "Offer of Possession" letter vide memo no. HSIIDC/RAI/ESTATE/21:832 dated 01.01.2021 and raised demand on delayed payment @ 15% p.a. interest. Copy of letter is annexed at page no. 66 of complaint file.
10. That the respondent had withheld the hard earned money of the complainant for their benefit and have used the money for their own purpose and did not invest the money in the completion of the project for which the complainant was duped to pay. Complainant also sent a Legal Notice dated 14.07.2023 and copy of same is annexed at page 67 of file.
11. That complainant in numerous occasions visited the office of the respondent and requested them to deliver the possession but the respondents gave a deaf ear to the genuine requests of the complainant, again and again. That due to delay caused by the respondents in handing over the vacant possession to the complainant, he has suffered a huge financial loss, mental agony and trauma as the complainant had invested his hard earned money in the said project of the respondent.



12. That the respondent has adopted unfair trade practice in conducting its business and this clearly reflects that aforesaid acts of the respondent are arbitrary, illegal and malafide. Affected by the acts of respondent, complainant is filing the present complaint before this Hon'ble Authority.

C. RELIEFS SOUGHT

13. Complainant has sought following reliefs :

- (i) To direct the respondent to handover vacant physical possession of Triple Story SCO No. 16, measuring 144 Sqm., Sector 38, Phase I, Industrial Estate, Rai, Sonapat, Haryana, complete in all manners.
- (ii) To direct the respondent to pay interest 18% p.a. on the entire amount paid by him, for the delayed period of possession, till the actual physical possession of Triple Story SCO No. 16, measuring 144 Sqm., Sector 38, Phase I, Industrial Estate, Rai, Sonapat, Haryana is not delivered to the complainant.
- (iii) To direct the respondents to pay ₹5,00,000/- as compensation towards harassment, litigation expenses etc.
- (iv) All other reliefs which this Hon'ble Court deems fit and proper in the circumstances of the present case.



D. REPLY ON BEHALF OF RESPONDENTS

14. Notices were successfully delivered to the respondents, however, respondents failed to file their reply. Therefore, vide order dated 21.07.2025, due to repetitive non compliances by the respondents despite imposition of cost, Authority struck off the defence of the respondents and now deciding the complaint based on the documents available on the record.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT:

15. As per office record, the receipts of payments were filed in the registry of the Authority on 17.03.2025. During the course of hearing on 21.07.2025, Ld counsel for complainant reiterated the facts of complainant and stated that he had emailed copies of receipts to the respondent. Further, he stated that defence of the respondents may be struck off and case may be decided on the basis of documents available on record. Ld counsel for respondents requested for some more time to file reply.

F. ISSUE FOR ADJUDICATION

16. Whether complainant is entitled for possession of the SCO No.16, Sector-38, Phase-I, Industrial Estate, Rai, Sonipat in terms of Section 18 of RERA, Act of 2016?



G. OBSERVATIONS AND DECISION OF AUTHORITY

17. The Authority has carefully examined the documents placed on record. It is admitted that the complainants purchased a triple storey SCO site by participating in the e-auction held on 08.03.2019. Complainant made payments of ₹1000/- on 05.03.2019, ₹2,20,700/- on 05.03.2019 and ₹9,12,859/- on 12.03.2019. Respondent allotted Triple Storey SCO no.16 (with basement) admeasuring 144 sq. mtr in Sector-38, Phase-I, Industrial Estate Rai, Sonipat, Haryana as per description given in clause 2 of "Regular letter of Allotment with offer of possession" dated 30.05.2019 for tentative price of ₹1,13,35,000/-.
18. As per clause 4 of said allotment letter dated 30.05.2019, complainant was required to remit a sum of ₹17,00,250/- in order to make 25% of the cost of said site within 30 days of issue of Regular Allotment (RLA), i.e, by 28.06.2019. In compliance of said clause, complainant had deposited amount of ₹17,00,309/- on 26.06.2019.
19. Further, as per clause 5 of RLA, complainant was required to deposit additional 25% cost (i.e, 28,33,750/-) of the site within 60 days from date of issuance of RLA. Accordingly complainant paid an amount of ₹28,33,797/- on 26.07.2019. As per clause 6 of RLA, the balance 50% of amount of ₹56,67,500/- was to be paid either in lump sum without interest within 90 days from date of issuance of RLA or in



four equal half yearly instalments within 2 years from the date of issuance of RLA. Accordingly, complainant made payments of ₹14,16,875/- in four instalments till 28.06.2021.

20. As per clause 9 of RLA, possession of the site was offered which was to be taken from Estate Manager, HSIIDC, IE, Rai immediately after deposit of amount detailed in clause 5 and submission of acceptance of terms and conditions as per Appendix A. Accordingly complainant accepted the regular allotment letter in terms of Appendix A, a copy of which is attached at page no. 50 of complaint file.

21. Till that date, respondents had not offered the possession of the SCO to the complainant. Complainant even visited the office of the respondents several times, but all his efforts rendered futile & unsuccessful. Complainant sent emails and letters dated 06.06.2019, 06.08.2019, 10.08.2019, 11.12.2019, 16.12.2019, 03.01.2020, 23.07.2020, 31.08.2020, 29.01.2021. However, respondents did not replied to any of the correspondences made by the complainant. Respondents were under an obligation to handover the possession of the SCO to the complainant by 2022, however, said obligation was not fulfilled by the respondents.

22. Now, the issue to be determined is whether the "Regular Letter of Allotment with Offer of Possession" dated 30.05. 2019, issued by the respondents, was valid as per law or not? Upon reviewing the



terminology and clauses of the aforementioned letter, it is evident that the document constitutes a formal allotment of the commercial shop, and the respondents have simultaneously extended an offer of possession of the said commercial shop. Accordingly, the letter can be construed as an offer of possession. However, the legal validity of this offer remains to be ascertained. In this regard, reliance can be placed on the reply given under RTI vide letter dated 25.09.2020, issued by the authorized officer of the respondents which clearly indicates that the basic amenities necessary for the commercial shop's for offer of possession had not been developed at the time of allotment. Specifically, respondents admitted that works related to water supply, sewage, drainage systems and road construction had been assigned to third-party agencies/contractors and will be completed shortly, indicating that these essential services were not in place at the time of the offer of possession. Furthermore, the respondents have failed to submit a formal reply or any documentation, including the part completion certificate, which would support the validity of the offer or demonstrate compliance with the requisite development works. Additionally, complainants in their pleadings and during hearings, have stated that no construction or development work has been undertaken at the site. Based on these facts, it can be concluded that the offer of possession made by the



respondents on 30.05.2019 lacks legal validity under the terms and conditions set forth by the law.

23. During the course of proceedings and also in their pleadings, complainant has requested possession of the booked commercial shop or, alternatively, another commercial shop, i.e. SCO, and has expressed a clear intent that he do not want to withdraw from the project. Furthermore, the respondents have formally withdrawn the offer of possession of the commercial shop, as communicated in their letter dated 01.01.2021, citing the unavailability of necessary infrastructure facilities. In light of these facts, the Authority observes that the complainant should not suffer due to the respondents' default, especially when the complainant has made timely payments and fully complied with the terms and conditions of the regular allotment letter dated 30.05.2019.

24. In contrast, while the respondents have withdrawn the offer of possession vide letter dated 01.01.2021, it is significant to note that the letter explicitly states that a revised offer of possession will be made once the infrastructure is completed, in accordance with the provisions of the EMP 2015. It further clarifies that all other terms and conditions of RLA No. HSIIDC:C&H:2019;1402 dated 30.05.2019 shall remain unaffected, except for the revised payment



schedule for the outstanding balance, as stipulated by the Estate Manager. Relevant para is reproduced for reference:

“revised offer of possession will be made upon completion of infrastructure for all intent and purposes in line with the provisions of EMP 2015. All other terms and conditions of RLA No.HSIIDC:C&H:2019;1402 dated 30.05.2019 shall remain unchanged except the revised payment schedule of balance”

Now in order to ascertain a tentative date for handing over of possession, reference has been made to observation of the Apex Court in 2018 STPL 4215 SC titled as **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) and anr.** for reckoning the deemed date of possession 3 years from the date of allotment. Therefore, the deemed date of possession in captioned complaint is taken 3 years from the date of allotment, i.e., 30.05.2019 which turns out to be 30.05.2022. However, since revised offer of possession has not been made to the complainant till date, the Authority deems it appropriate to direct the respondents to issue a fresh offer of possession of the commercial shop or another alternative commercial shop to the complainant, once the requisite basic amenities are provided or upon the respondents obtaining a part



completion certificate from the competent Authority for the project site.

25. The respondents in this case have neither made any offer of possession to the complainant till date nor there is any available information with regard to the completion project in question. As respondents have failed to put forth any valid reason/ground for not offering the possession of the booked commercial shop/alternative shop and complainants did not wish to withdraw from the project., in such circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the apartment the allottee can also demand, and respondent is liable to pay, monthly interest for the entire period of delay caused at the rates prescribed.

26. As the complainant intend to continue with the project and are seeking delayed possession charges as provided under the proviso to Section 18 (1) of the Act. Section 18 (1) proviso reads as under :-

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

.....

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”.



27.Hence, the Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date, i.e., 30.05.2022 till the date on which a legally valid offer is made to complainants after obtaining part completion certificate. The definition of term 'interest' is defined under Section 2(z) 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;

28.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., 15.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

29. 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]



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".

30. Authority has calculated the interest on total paid amount from the deemed date of possession i.e., 30.05.2022 till the date of this order, i.e, 15.09.2025 at the rate of 10.85% till, and said amount works out to ₹20,86,305/- as per detail given in the table below:

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 15.09.2025
1.	₹1,14,35,292/-	30.05.2022	₹40,96,106/-
2.	Monthly interest on amount of ₹1,14,35,292/-		₹1,01,978/-

31. Accordingly, the respondents are liable to pay the upfront delay interest of ₹40,96,106/- to the complainant towards delay already caused in handing over the possession. Further, on the entire amount of ₹1,14,35,292/- monthly interest of ₹1,01,978/- shall be payable up to the date of actual handing over of the possession after obtaining part completion certificate. The Authority orders that the

complainants will remain liable to pay balance consideration amount to the respondents when an offer of possession is made to them.

32. The complainant is seeking compensation of ₹5,00,000/- for mental harassment, and litigation expenses. 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.

H. DIRECTIONS OF THE AUTHORITY

33. 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) Respondents are directed to pay upfront delay interest of ₹40,96,106/- to the complainant towards delay already caused in handing over the possession, within 90 days from the date of this order. Further, on the entire amount of ₹1,14,35,292/- monthly interest of ₹101978/- shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining part completion certificate.
- (ii) Complainant will remain liable to pay balance consideration amount to the respondents at the time of possession offered to him.
- (iii) The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e, 10.85% by the respondent/ Promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.

34. This complaint is, accordingly, **disposed of**. File be consigned to the record room after uploading of the order on the website of the Authority.


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NADIM AKHTAR
[MEMBER]