



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint no.:</b>	<b>1938 of 2022</b>
<b>Date of filing:</b>	<b>09.08.2022</b>
<b>First date of hearing:</b>	<b>11.10.2022</b>
<b>Date of decision:</b>	<b>29.09.2025</b>

**M/s. SRSS Agro Private Ltd.,**

Plot No.2, HSIIDC Barhi, Tehsil Ganaur & Distt. Sonapat

Through its Accounts Manager, Mr. Vijay Kumar.

.....COMPLAINANT

Versus

**Housing Board Haryana**

C-15, Awas Bhawan,

Sector-6, Panchkula, Harayana.

Through its Estate Manager.

.....RESPONDENT

**Present:** - None present for the complainant.

Adv. Rajesh Kaul, Id counsel for the respondent.

### **ORDER (NADIM AKHTAR-MEMBER)**

1. Present complaint is filed by the complainant on 09.08.2022 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:

<b>S.No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the project	Built up multi storeyed flats for industrial workers at Barhi, Sonipat
2.	Name of the promoter	Housing Board Haryana
3.	RERA registered/not registered	Unregistered
4.	Unit no.	71-C, 130-B, 75-C
5.	Date of builder buyer agreement	Not executed
6.	Due date of offer of possession	Not available
7.	Possession clause in BBA	Not available

8.	Total sale consideration	₹15,40,309/- (as per allotment letter for single unit) and ₹46,20,929/- (for three units)
9.	Amount paid by complainant	₹5,97,000 (for three units)
10.	Offer of possession	Not given till date

### **B. FACTS OF THE PRESENT COMPLAINT**

- i. That Housing Board Haryana issued an advertisement in the prospectus inviting applications for registration during the registration period, i.e., 19.02.2010 to 19.03.2010 for purchase of built up multi storeyed flats for industrial worker's and industrial units/ entrepreneurs in the project located at Barhi, District, Sonipat on Hire Purchase Basis (HPB). The tentative cost fixed for the flat was ₹7,90,000/-. 10%, i.e., ₹79,000/- was agreed to be paid as registration amount and ₹1,20,000/- was to be paid after the draw of lots.
- ii. That the possession of the flat was proposed to be handed over an or before 30.06.2012 as indicated at page no. 5 in brochure annexed as annexure P/1 on page no.18 of the complaint file.
- iii. That complainant applied for the purchase of three flats under the above scheme of Housing Board Haryana through application form and an amount of ₹2,37,000/- was paid by the complainant as 10% for advance deposit for booking the said three flats.



- iv. That respondent issued registration no.52, 53 & 54 of Type I flats through a letter and further asked to the complainant for depositing an additional amount of ₹3,60,000/- (₹1,20,000/- per flat) on account of amount payable after draw of lots on or before 31.08.2010.
- v. That the complainant deposited the said amount for confirming his bookings after draw of lots on or before 31.08.2010.
- vi. The allotment letters no's. 3089,3091,3092 dated 19.02.2018 were received by the complainant from the respondent signed by Estate Manager, Sonipat acknowledging the amount deposited as registration deposit, i.e., ₹2,37,000/- (₹79,000/- for each flat) and amount deposited after draw of lots, i.e., ₹3,60,000/- (₹1,20,000/- for each flat). Vide the said letters the price of all the three flats was enhanced arbitrarily by the respondent from ₹23,70,000/- (₹7,90,000 per flat) to ₹46,20,929/- (₹15,40,309/- per flat). Further, out of the said amount, an amount of ₹17,15,760/- (₹5,71,920/- per flat) was asked to be deposited for taking the possession of the flat no's 71-C, 130-B, 75-C Type-I within 30 days from the date of issue of the said letter and the enhanced balance price of the flat was asked to be paid in monthly instalments of ₹36,237/- (₹12,079 per flat) each over a period of 10 years. Thus, making the price of the flat almost the double of what was agreed at the time of





- registration. Copies of the said letter are annexed as Annexure P/2 to P/4 on page no. 33 to 35 of the complaint file.
- vii. Further the respondent issued a Show Cause Notices bearing nos. 4455 & 4456 dated 05.04.2018 threatening the complainant to forfeit the 50% of the amount of the advance deposited by the complainant in case of failure to take the possession of the above said flats. Copy of these letters are annexed as Annexure P/6 to P/8.
- viii. A letter of request with regard to cancellation of the above- mentioned flats and the refund amount deposited as advance against the allotment of the said flats along with interest was served upon the respondent on 24.05.2018 annexed as Annexure P/5.
- ix. The show cause notices bearing no's. 5704, 5720 & 5721 dated 04.07.2018 were sent by the respondent to the complainant again threatening the complainant to forfeit the 50% of the amount of advance in case of failure to take possession. Copy of the correspondence exchanged is at annexure P/9 to P/11.
- x. The letters bearing no's. HBH/EM/SONEPAT/2020/1885,1886 & 1887 dated 19.06.2020 were sent to complainant by the respondent offering to take possession of the said flats with reduced price, i.e., ₹13,12,800/- per flat claiming it to have taken a sympathetic view of the allottees request. Copy of these letters are annexed as Annexure P/12 to P/14.



**C. RELIEF SOUGHT**

3. Complainant sought following relief:

- (i) That the deposited amount of the complainant of ₹5,97,000/- may be refunded with interest @18% per annum, in the interest of justice.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

4. Respondent filed its reply on 28.02.2025 and 04.07.2025, wherein it is pleaded as under :-

- i. That each and every averment made or contention raised in the petition filed by the petitioner, are contrary or inconsistent with the true facts of the case or submissions made herein, be taken to be denied in its entirety by the respondents. Further, nothing stated in the petition be deemed to be admitted by respondents merely on account of non-transverse, unless the same stands expressly admitted. The respondent seek to reserve its right to make any such additional submissions in writing, place additional documents on record and raise further issues, as may be required.
- ii. That the in point no.5 of the brochure it is mentioned that the flats are likely to be available for allotment by 30.06.2012 and nowhere it is mentioned about the possession.
- iii. That the main objective of Housing Board Haryana is to construct houses for allotment to the public in accordance with the guidelines



issued by the State Government in a prescribed procedure. The emphasis is to construct houses for socially and economic weaker sections and the like and various projects in this regard have been successfully launched all over Haryana.

- iv. That it is mentioned in the brochure that the price mentioned above in table 1 & 2 has been worked out on the basis of rough cost estimates. The price is tentative and subject to revision after completion of the flats on the basis of actual expenditure and the flats will be allotted/possession handed over at that price.
- v. Further, due to technical reasons the construction of the flats was delayed due to which the work was completed in the year 2014 and then thereafter the development work was completed in the year 2017 and accordingly possession was offered to the allottee on the cost calculated on the actual expenditure.
- vi. That the complainant has mentioned wrong facts in his complaint. After completion of flats, the draw was held on 06.12.2017 and the allotment letters were issued on 19.02.2018 by the concerned Estate Manager and the complainant was asked to take possession of houses within 30 days.
- vii. That it is the complainant who failed to deposit the money and to take possession the flat within stipulated time period. As such the





allotments of the flats were cancelled vide letter no. HBH/CRO(PM)2019/SPL-220 dated 08.05.2019 as per the terms and condition of the allotment as the complainant has not deposited the required amount within stipulated period. Even the show cause notices were also issued on 05.04.2018 and 04.07.2018 to the complainant regarding the possession of the flat. It was specifically mentioned in the allotment letter (condition 2) that 50% of the amount from earnest money will be forfeited and balance deposited amount will be returned without any interest. The complainant himself has surrendered the flats and hence received the amount as per the terms and conditions of per clause-13 of Haryana Housing Board Act (Allotment Management and Sale of Tenements Regulation, 1972). Clause 13 is reproduced as under:

***Clause 13 Refund of amount of initial payment:***

*"Where any applicant is allotted a tenement under those regulation but he fails to take possession of the same within a period of 30 days from the date of receipt of the allotment letter issued to him/her or surrenders the same at any time his/her name shall be removed from the allotment register and 50% of the amount deposited with the application at the time of registration shall be forfeited to the Board and balance refunded to him/her without interest".*





- viii. That it is also mentioned in the Brochure (condition 'c') that the Board deserves the right to withdraw/amend/cancel the scheme at its discretion without assigning any reason.
- ix. That the present petition is barred by limitation, the petitioner had invoked the jurisdiction of this Hon'ble Authority after a lapse of sufficient period as prescribed under the law and hence the complaint is not maintainable.

**E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT**

5. Today, when the case was called up, no one has put in appearance on behalf of both the parties. However, later on Adv. Rajesk Kaul appeared on behalf of respondent and stated that he will file the details as directed by the Authority vide its order dated 04.08.2025.

**F. ISSUE FOR ADJUDICATION**

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

**G. OBSERVATIONS OF THE AUTHORITY**

7. Respondent has taken a plea that complaint is barred by limitation, therefore, present complaint is not maintainable. Reference in this regard is made to the judgement of Hon'ble Apex court Civil Appeal



No. 4367 of 2004 titled as "**M.P Steel Corporation v/s Commissioner of Central Excise**". Relevant part of the said judgment is reproduced here under:-

*"It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963."* 20. *In Kerala State Electricity Board v. T.P*"

The promoter has till date failed to fulfill 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.

8. After taking into consideration the facts and circumstances of the case, Authority observes that complainant had applied for three flats of Type-1 under a scheme "Industrial Workers Housing Scheme" at Barhi, Sonipat, Haryana floated by respondent by paying an amount of ₹79,000/- against each flat (₹2,37,000/-). Thereafter, respondent issued letter mentioning that application of the complainant is accepted and issued provisional registration no. 52, 53 and 54. Further,



respondent demanded an amount of ₹1,20,000/- per flat on account of amount payable after draw of lots on or before 31.08.2010. In compliance of that, complainant paid an amount of ₹1,20,000/- per flat. Thereafter, no communications/correspondences took place between the complainant and respondent. On 19.02.2018, respondent issued allotment letter and allotted Type 1 flats bearing no. 52, 53 and 54 vide allotment no. 3091, 3092 and 3089 at Barhi, Sonipat to the complainant at the enhanced sale consideration of ₹15,40,309/-; Payments are proved from the allotment letters dated 19.02.2018.

9. As per pleading of complainant, respondent issued allotment to the complainant at enhanced price, i.e, ₹15,40,309/-, whereas at the time of advertisement respondent stated that price of the unit will be around ₹7.90 lacs. Due to inability and financial conditions, complainant was unable to pay for the allotment of flat at the enhanced price. Therefore, complainant surrendered the flats to the respondent and requested for refund of the paid amount along with interest. Contention of the respondent is that price of the flat was tentative and subject to revision after completion of construction of flats and that too be worked out as per pricing policy of the Board on the basis of actual expenditure and flats be allotted or possession handed over to the allottees. Further, it is the complainant who failed to deposit the





requisite amount and therefore, complainant is at default not the respondent.

10. Authority observes that scheme launched by the respondent was aimed at providing houses to industrial workers. The price of the flat in the advertisement given by the respondent was ₹7.90 lacs. A person applying under the scheme was required to pay 10% of the total price as booking amount. The complainant after adjudging his own financial position and capability to purchase flat at the quoted price, had applied in response to respondent's advertisement. The respondent within a reasonable time of booking was expected to disclose the exact price of house to the complainant and also to complete all necessary steps for delivering possession of the purchased flat. However, respondent did not communicate anything to the complainant till 2018. After collecting money from the complainant, the respondent was not expected to prolong the completion of the project unreasonably or even to demand double the sale price of the house because such conduct on his part was bound to frustrate the very benevolent purpose with which the scheme was formulated for industrial workers. The government provides flats under such schemes at subsidized rates and also facilitates arrangement of loan on subsidized rates to allottees of such scheme. The whole idea is to squeeze the sale price of flats to a





level within the reach of industrial workers. How can the respondent then be allowed to render the allottees of such a scheme to face a situation where it becomes practically impossible for them to purchase the house at the rate double than for which they had agreed to purchase it. Therefore, for the reasoning given above, the contention of the respondent is rejected.

11. The respondent in present case has not completed the project within a reasonable time and has disclosed the exact price of the house to the complainant after 8 years of the launching of the project. The respondent has been utilizing an amount of ₹1,99,000/- lacs (total amounts to ₹5,97,000/-), already paid by the complainant, for all these years without paying any interest. Such conduct of the respondent being unreasonable and unconscionable cannot be legally sustained. The only submission made by respondent counsel is that due to technical reasons and allottees default in payments lead to financial burden in carrying out the project in timely manner. The construction of the flats was delayed and construction work was completed in the year 2014. Thereafter the development works were completed in the year 2017 and accordingly the possession was offered to the allottee on the cost calculated on the actual expenditure. In this regard, respondent had not submitted any documentary evidence to



substantiate the claim that allottees defaulted in payments. Furthermore, the timely completion of the construction work was solely the obligation of the respondent. The respondent cannot absolve themselves of this responsibility or shift the burden onto the complainant. Therefore, the argument of the respondent is rejected. The respondent cannot evade their liability by attempting to place the blame on the allottees.

12. Another contention raised by the respondent is that allotment of the complainant was governed by the terms and conditions of the brochure advertised by the respondent. It was specifically mentioned in the allotment letter (condition 2) that 50% of the amount from earnest money will be forfeited and balance deposited amount will be returned without any interest in case allottee fails to execute the agreement and to take possession of the flat within 30 days of the issue of allotment letter. It is matter of record, that complainant himself has surrendered the flats but respondent had not refunded the amount paid by the complainant either as per terms and conditions of the brochure or as per the provisions of RERA Act of 2016. So, the Authority finds it a fit case for refund of paid amount without any deduction.

13. 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 Hon’ble 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 to be fit case for allowing refund in favour of complainant.

14. 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;*

15. 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.

16. Rule 15 of RERA 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".*

17. 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 respective dates, i.e., 29.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

18. From above discussion, 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 along with



interest. Thus, respondent will be liable to pay the complainant, interest from date of payments till the actual realization of the amount. Authority has got calculated the total amount along with interest as per detail given in the table below:

Sr.no	Principal amount in ₹	Date of payments	Interest accrued till 29.09.2025 in ₹
1.	₹5,97,000/-	19.02.2018	₹4,93,350/-
	Total= ₹5,97,000/-		₹4,93,350/-
Total amount to be refunded by respondent to complainant = ₹5,97,000/- + ₹4,93,350/- = ₹10,90,350/-			

19. It is pertinent to mention that vide order dated 04.08.2025, counsel for complainant stated that date of allotment be taken as the date of payments. Further, both the complainant and respondent were granted opportunity till 19.09.2025, to file requisite documents regarding refund amount details, if any. As on record, neither of the parties have filed any details. Therefore, Authority deems it appropriate to decide the matter on the basis of documents available on record.


#### **J. DIRECTIONS OF THE AUTHORITY**

20. Hence, the Authority hereby passes this order in the present complaint 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 paid amount of ₹5,97,000/- alongwith interest of ₹4,93,350/- as mentioned in para 18 of the order. 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.

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



.....  
**NADIM AKHTAR**  
**[MEMBER]**