

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM****Date of Order:** 24.07.2025

NAME OF THE BUILDER		ROYAL BLUE CITY DEVELOPERS PRIVATE LIMITED	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/1201/2024	Abbas Khan V/S Royal Blue City Developers Private Limited	Ms. Anita Sinha Advocate for complainant Sh. Chander Mohan Advocate for respondent
2.	CR/1202/2024	Promila Saini V/S Royal Blue City Developers Private Limited	Ms. Anita Sinha Advocate for complainant Sh. Chander Mohan Advocate for respondent
3.	CR/1203/2024	Anangpal Singh V/S Royal Blue City Developers Private Limited	Ms. Anita Sinha Advocate for complainant Sh. Chander Mohan Advocate for respondent

CORAM:

Shri Vijay Kumar Goyal

Member**ORDER**

1. This order shall dispose of all the 3 complaints titled as above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the upcoming

A

project, being developed by the same respondent/promoter i.e., Royal Blue City Developers Private Limited. The terms and conditions of the application for the provisional allotment, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking refund of the paid-up amount along with interest.

3. The details of the complaints, reply to status, unit no., date of agreement, due date of possession, total sale consideration, total paid amount, legal notice for refund and relief sought are given in the table below:

Project Name and Location		Royal Blue City Developers Private Limited situated in Silani Village, Sohna, District-Gurugram.		
Occupation certificate: Not received				
Complaint No. & Case Title	CR/1201/2024 Abbas Khan V/S Royal Blue City Developers Private Limited	CR/1202/2024 Promila Saini V/S Royal Blue City Developers Private Limited	CR/1203/2024 Anangpal V/S Royal Blue City Developers Private Limited	
Reply status	19.07.2024	19.07.2024	19.07.2024	
Plot no.	P-39 (As per page no. 34 of the complaint)	P-40 (As per page no. 29 of the complaint)	P-41 (As per page no. 24 of the complaint)	
Area admeasuring	61 sq. yds. (As per page no. 34 of the complaint)	61 sq. yds. (As per page no. 29 of the complaint)	75 sq. yds. (As per page no. 24 of the complaint)	
Date of booking application	05.03.2022 (As per page no. 16 of the complaint)	05.03.2022 (As per page no. 14 of the complaint)	31.03.2022 (As per page no. 6 of the complaint)	
Agreement letter	28.06.2022 (As per page no. 30 of the complaint)	N.A.	N.A.	
Date of plot buyer's agreement	Not executed	Not executed	Not executed	
Due date of handing over of possession	Not Specified	Not Specified	Not Specified	
Offer of	Not offered	Not offered	Not offered	

possession			
Total Consideration / Total Amount paid by the complainant(s)	TSC: Rs.9,76,000/- (As per page no. 34 of the complaint) AP: Rs.4,70,000/- (As confirmed by both the parties during proceedings of the day dated 24.07.2025)	TSC: Rs.9,45,500/- (As per page no. 29 of the complaint) AP: Rs.6,99,000/- (As per page no. 29 of the complaint)	TSC: Rs.13,50,000/- (As per page no. 24 of the complaint) AP: Rs.3,61,000/- (As per page no. 24 of the complaint)
Legal notice for refund	09.08.2023 (As per page no. 33 of the complaint)	08.08.2023 (As per page no. 28 of the complaint)	10.08.2023 (As per page no. 23 of the complaint)
The complainant in the above complaint(s) has sought the following reliefs: <ol style="list-style-type: none"> 1. Direct the respondent company to refund of the paid-up amount along with interest at the rate of 18% per annum. 2. Direct the respondent to pay legal cost of Rs.50,000/- & Rs.2,00,000/- as compensation for mental harassment. 			
Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows: Abbreviation Full form TSC Total Sale consideration AP Amount paid by the allottee(s)			

4. The aforesaid complaints were filed against the promoter on account of violation of booking application against the allotment of plots in the project of the respondent/builder for not issuing any allotment letter and executing any BBA, seeking refund of the amount paid along with interest.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant/allottee are also similar. Out of the above-mentioned case, the particulars of lead case **CR/1201/2024 titled as Abbas Khan V/S Royal Blue City Developers**

Private Limited are being taken into consideration for determining the rights of the allottee(s) qua refund of the amount paid.

A. Unit and project related details

7. The particulars of unit details, 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 tabular form:

S. No.	Particulars	Details
1.	Name of the project	Not specified
2.	Location of the project	Silani Village, Sohna, District-Gurgaon
3.	DTCP license no. and validity	Not obtained
4.	RERA registration	Not registered
5.	Plot no.	P-39 (As per age no. 34 of the complaint)
6.	Unit area admeasuring	61 sq. Yds. (As per age no. 34 of the complaint)
7.	Date of booking application	05.03.2022 (As per page no. 16 of the complaint)
8.	Agreement letter	28.06.2022 (As per page no. 30 of the complaint)
9.	Date of execution of plot buyer's agreement	Not executed
10.	Possession clause	N.A.
11.	Due date of possession	Cannot be ascertained
12.	Total sale consideration	Rs.9,76,000/- (As per page no. 34 of complaint)
13.	Amount paid by the complainant	Rs.3,70,000/- (As per page no. 34 of complaint)
14.	Occupation Certificate	Not obtained
15.	Offer of possession	Not offered
16.	Legal notice for refund	09.08.2023 (As per page no. 33 of complaint)

B. Facts of the complaint:

8. The complainant has made the following submissions in the complaint:
- I. That the complainant named Mr. Abbas Khan is a law-abiding citizen of India and at present residing in Delhi.

- II. That the respondent contacted the complainant to purchase land at Silani Village at Sohna, Distt. Gurgaon. Thereafter, sales person of the respondent named Mr. Vijay Tiwari, Mr. Rajiv Kumar, Mr. Pankaj Verma, Mr. Akshya urf Imran had shown land on different dates. Thereafter, the complainant had decided to purchase that land. Consequently on 05.03.2022, the complainant had booked a land to purchase the plot no.-P-39 at Silani Village, Sohna, Distt. Gurgaon. admeasuring 61 sq. yds..
- III. That as per terms agreed by both parties to pay total price of Rs.9,76,000/- at the rate of Rs.16,000/- per sq. yds. The complainant had given a total amount of Rs.3,70,000/- till 19.02.2023 and remains to pay Rs.6,06,000/-.
- IV. That the respondent had given an agreement letter dated 28.06.2022, after delay of three months, wherein not mentioned the total purchase money and respective terms & condition regarding cancellation and forfeiture of money and not even taken signature of the complainant on this Agreement letter. The complainant had objected but there is no response. This is unilateral agreement letter as given and not justified in the eye of law.
- V. That as per section 13 of the Act of 2016, no deposit or advance to be taken by promoter without first entering into agreement for sale but the respondent violated the Act.
- VI. That further, the respondent had promised the complainant to provide concrete road, electricity, sewerage connections at proposed land/colony at the time of booking but after lapse of 15 months, these all facilities are not available thereat at the final payment.



- VII. That the sales persons of the respondent insisted to take another property in lieu thereof after taking above mentioned money. Whereas the complainant had prohibited to see another land.
- VIII. That the complainant had met several times at the office of the respondent and requested to fulfil the promise but the respondent had shown the path of police station, court etc. threatening to the complainant.
- IX. That as per terms as mentioned in agreement letter dated 28.06.2022, on payment of 30%, the complainant was entitled to possession of the said land. As per record, the complainant had given 37.90% payment i.e., Rs.3,70,000/- out of Rs.9,76,000/- but not given possession letter and in lieu of fulfilling the promise/giving possession, the complainant had sent undated letter/reminder to pay remaining money as received on 29.06.2023.
- X. That the respondent had sent a letter dated 28.06.2023 for cancellation of plot and forfeiture of money. Whereas such terms/ conditions were not mentioned in the agreement letter as given. This is unilateral activities and not justified in the eye of law.
- XI. That there are fraudulent acts happened with the complainant by doing the said acts and the complainant is mentally harassed with the said acts. Thereby, the complainant is not interested in taking possession & registry of the said plot.
- XII. That the complainant had followed up with office of the respondent several times for the aforesaid payment but all are in vain.
- XIII. That the complainant had sent a legal notice through an advocate to pay the remaining amount to the complainant on 09.08.2023 but the respondent had neither given any reply of the said notice nor contacted the complainant as yet in the matter. In view of the delay in

giving the possession of the unit, the complainant is not interested in taking the possession and thereby requested the respondent to refund the invested amount along with interest at the rate of 18% per annum.

XIV. That the present complaint is within the prescribed period of limitation. The complainant has not filed any other complaint before any other forum against the erring responsibility and no other case is pending in any other court of law. Hence, the present complaint.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
 - i. Direct the respondent company to refund the amount of Rs.3,70,000/- along with interest at the rate of 18% per annum.
 - ii. Direct the respondent to pay legal cost of Rs.50,000/- & Rs.2,00,000/- as compensation for mental harassment.
10. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

11. The respondent has contested the complaint on the following grounds:
 - I. That the present complaint is liable to be dismissed, under Section 3(1) of the Act of 2016, which inter-alia provides that "No promoter shall advertise, market, book, sell or offer for sell or invite person to purchase in any manner any plot, apartment or building, as the case may be in any real estate project or part of it in any planning area". Therefore, the present complaint itself become infructuous, as in para no. 3, of the complainant himself admitted categorically that the company site is situated in Village Silani, Sohna, Haryana which is not

in any planning area as per the notifications issued by the office of the Directorate of Town & Country Planning Haryana regarding the planning areas in District Gurugram, Haryana. Therefore, this Authority has no jurisdiction over any/all land(s) within the revenue estate of Village- Silani, Sohna, Gurugram, Haryana.

- II. That the complainant has no locus-standi and cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act, as shall be evident from the submissions made in the following paragraphs of the present reply.
- III. The relief sought in the complaint by the complainant is based on false and frivolous grounds and he is not entitled to any discretionary relief from this Authority, as the person not comes with clean hands may be thrown out without going into the merits of the case.
- IV. That the complaint is not maintainable or tenable under the eyes of law as the complainant has not approached this Authority with clean hands and has not disclosed the true and material facts relates to this case of complaint.
- V. That without admitting or acknowledging the truth or legality of the allegations advanced by the complainant and without prejudice to the contentions of the respondent, that the provisions of the Act are not retrospective in nature. The provisions of the Act cannot undo or modify the terms of an agreement duly executed prior to coming into effect of the Act. That merely because the Act applies to ongoing projects which registered with the Authority, the Act cannot be said to be operating retrospectively. The provisions of the Act relied upon by the complainant seeking refund and compensation cannot be called in to aid in derogation and ignorance of the provisions of the Act of 2016.

- VI. That that the allegations having been levelled in this complaint are with regard to cheating and alluring which only can be decided by the Hon'ble Civil Court and in this scenario the Authority also lacks jurisdiction. The respondent reserves all its right to file additional reply and documents, if required, assisting the Authority in deciding the present complaint at the later stage.
12. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority:

13. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

14. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
15. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.*** SCC Online SC 1044 decided on ***11.11.2021*** and followed in ***M/s Sana Realtors Private Limited & others V/s Union of India & others SLP (Civil) No. 13005 of 2020*** decided on ***12.05.2022*** wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon

under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

16. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the amount paid by him.

F. Findings on the relief sought by the complainant:

G.I Direct the respondent company to refund the amount of Rs.3,70,000/- along with interest at the rate of 18% per annum.

17. The complainant in his complaint has mentioned that he has applied for booking of a plot on 05.03.2022 and the same was allotted a plot no. P-39 for a total sale consideration of Rs.9,76,000/-. In furtherance of the booking application dated 05.03.2022, the complainant has paid an amount of Rs.4,70,000/- (Rs.3,70,000/- as per complaint and a separate receipt of Rs.1,00,000/- dated 05.03.2022 has been provided during the proceedings of the day dated 24.07.2025. Thereafter, till date neither any allotment letter has been provided to the complainant nor the buyer's agreement has been executed. On 09.08.2023, the complainant sent a legal notice to the respondent for refund of the paid-up amount. Thereafter, the complainant has filed the present complaint seeking refund of the paid-up amount.
18. **Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund the amount paid by him along with interest 18% per annum. However, the allottee intend to withdraw from the project and are seeking refund of the amount paid by them in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced 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.

19. The legislature in its wisdom in the subordinate legislation under the provision 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.
20. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 24.07.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
21. The definition of term 'interest' as defined under section 2(za) of the Act provides that 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. The relevant section is reproduced below:
- "(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;"*
22. The provisions of section 12 of the Act of 2016 states that if any person is affected by incorrect or false statement contained in the notice,

advertisement or prospectus published by the promoter and the person intends to withdraw from the proposed project, the promoter shall return his entire investment along with interest at the prescribed rate of interest.

23. In the instant matter, the proposed project in which the plot has been allotted to the complainant is neither registered with the Authority nor a license has been obtained from DTCP which otherwise would have been part of a planning area. It clearly shows that the respondent/promoter has violated the provisions of section 12 of the Act of 2016 by making misrepresentation and false promises.

24. Moreover, section 13 of the Act of 2016 provides that a promoter-builder cannot take more than 10% of the cost of the plot/unit without entering into an agreement. Section 13 of the Act of 2016 is reproduced below:

13. No deposit or advance to be taken by promoter without first entering into agreement for sale-

(1) A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, 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.

(2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed.

25. As the application for booking was made on 05.03.2022 that is after the commencement of the Act of 2016 and being a post RERA booking, the provisions of section 13 of the Act of 2016 requires to be complied by the respondent. And as per the facts of the complaint and the receipts placed on record, it has been established that the respondent has taken an amount of Rs.4,70,000/- which is 48% of the total sale consideration

without issuing any allotment letter or executing any buyer's agreement in furtherance of booking application. It clearly shows that the respondent/promoter has violated the provisions of section 13 of the Act of 2016.

26. In view of the facts and reasons stated above, the complainant is well within his right for refund of the paid amount by the complainant. Thus, the complainant is entitled for refund of the entire paid-up amount of Rs.4,70,000/-, as the respondent has violated section 12 & 13 of the Act of 2016. Thus, the Authority hereby directs the respondent/promoter to refund Rs.4,70,000/- paid by the complainant in terms of booking application issued by the respondent within 90 days from the date of this order.

G.II Direct the respondent to pay legal cost of Rs.50,000/- & Rs.2,00,000/- as compensation for mental harassment.

27. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & 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 adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the 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.

G. Directions of the Authority:

28. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent/promoter is directed to refund the amount i.e., **Rs.4,70,000/-** received by it from the complainant along with interest at the rate of 11.10% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount.
 - ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
29. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order along with details of amount paid by the complainants, due date of possession etc.
30. Complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
31. Files be consigned to registry.

V. I. 
(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.07.2025