



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Complaint no.:	1581 of 2022
Date of filing:	20.07.2022
First date of hearing:	27.09.2022
Date of decision:	18.08.2025

**Vinod Kumar Sethi**  
S/o Sh. Dharam Pal Sethi,  
R/o 67, Neelgiri Apatment,  
Plot no. 45, Flat no. 67,  
Sector-9, Rohini, New Delhi-110085

.....COMPLAINANT

Versus

**Parsvnath Developers Ltd.**

*Registered Office:* 6<sup>th</sup> Floor, Arunachal Building,  
19, Barakhamba Road,  
New Delhi-110001

(through its authorized person)

**CORAM: Nadim Akhtar**

**Chander Shekhar**

.....RESPONDENT

**Member**

**Member**

**Present:** - Adv. Jaiveer Roy, proxy counsel for Adv. Shubhmit Hans, main counsel  
for the complainant through VC .

Adv. Neetu Singh, proxy counsel for Adv. Rupali Verma, main counsel  
counsel for the respondent through VC.

**ORDER (NADIM AKHTAR –MEMBER)**

1. Present complaint has been filed by the complainant on 20.07.2022 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the RERA, 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 and location of the project	"Parsvnath Preston, Sonapat
2.	RERA registered/not registered	Registered vide registration no. 283 of 2017 dated 10.10.2017 Lapsed on 25.07.2022
3.	Unit No.	T6-506/ Tower- T-6, 5 <sup>th</sup> floor
4.	Super area	1265sq. ft.
5.	Date of execution of Flat Buyer Agreement	25.07.2008



6.	Deemed date of possession	25.07.2011 (3 years from the date of Flat buyer agreement)
7.	Basic Sale price (as per FBA)	₹22,13,750/-
8.	Amount paid by the complainant	₹5,59,162/-/-
9.	Offer of possession	Not given till date

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

3. Case of the complainant is that Complainant along with his mother, Kamlesh Sethi (since deceased) had booked an apartment in the residential project "Parsvnath Preston", Sonapat being developed by the Respondent Company – Parsvnath Developers Limited, located at Village Shahpur Turk, Tehsil and District Sonapat, Haryana (hereinafter referred to as "the Project").
4. That impressed by the marketing campaign and relying on the reputation of the Respondent company, the complainant paid the booking amount of ₹1,10,687/- on 20.05.2008 (vide cheque no. 333307 dated 18.05.2008), followed by a first installment of ₹2,21,375/- on 04.07.2008. A total of ₹3,32,062/- was paid prior to execution of the agreement. These payments are duly acknowledged by the Respondent and supported by receipts (Annexure C-3 (Colly.)).
5. That despite several requests, the Flat Buyer Agreement was not executed promptly by the Respondent Company. Upon persistent follow-up, the





Respondent finally drafted the agreement, which upon perusal by the Complainant was found to be arbitrary, unfair and heavily one-sided in favour of the Respondent.

6. That the Respondent incorporated unilateral and oppressive clauses in the agreement, particularly:

- Clause 5(a): Stipulating cancellation and forfeiture of 15% earnest money in case of delay in payment by the buyer;
- Clause 5(b): Allowing condonation of delay in payments at the sole discretion of the developer with penal interest @ 24% p.a.;
- Clause 10(c): Providing only nominal compensation @ ₹5 per sq. ft. per month for delayed possession.

Copies of these clauses are part of the Flat Buyer Agreement dated 25.07.2008, annexed as Annexure C-1.

7. That under coercion and threat of cancellation, the complainant was compelled to sign the agreement. As per the agreement, Flat No. 506 on the 5th Floor, with a super area of 1265 sq. ft., was allotted to the Complainant in Tower T-6, for a total basic price of ₹22,13,750/- (excluding PLC, EDC, IDC).

8. That as per Clause 10(a) of the Agreement, the possession was to be handed over within 36 months from the start of foundation of the concerned tower. Since the third installment was demanded and paid on 06.10.2008, it is



reasonably presumed that the foundation was laid by that date. Accordingly, possession was due latest by 06.10.2011, with a grace period of six months.

9. That even after expiry of almost 11 years from the due date of possession, the Respondent company has failed to complete the construction and deliver possession of the said unit to the complainant.
10. That the complainant, finding the conduct of the Respondent to be negligent and mala fide, wrote a letter dated 19.05.2017 to the Respondent, seeking refund of the entire paid amount paid due to inordinate delay in construction and failure to adhere to the timeline. However, no response was received. Copy of the said letter is annexed herewith as Annexure C-2.
11. That the total amount paid by the Complainant to the Respondent Company till date stands at ₹5,59,162/-, details and receipts of which are annexed as Annexure C-3 (Colly.).
12. That the Complainant submits that Clause 10(c) of the agreement regarding compensation is not only unreasonable and unfair but also violative of public policy and hence unenforceable. The Hon'ble Supreme Court in Pioneer Urban Land and Infrastructure Ltd. vs. Govindan Raghavan (Civil Appeal No. 12238/2018) has categorically held that such one-sided agreements amount to unfair trade practices.



13. That the Real Estate (Regulation and Development) Act, 2016, which came into force on 01.05.2016, provides statutory protection to allottees against such abusive practices. As per Section 18(1) of the Act, the Complainant is entitled to seek refund of the entire amount paid along with interest due to failure of the Respondent to deliver possession.
14. That in view of over a decade's delay, the complainant is not interested in taking possession and seeks complete refund of the amount paid along with interest and compensation in accordance with the RERA Act and HRERA Rules. The Complainant's request is also in line with the principles laid down by the Hon'ble Supreme Court in the case of Marvel Omega Builders Pvt. Ltd. vs. Shrihari Gokhale, where refund was granted even though possession was later offered.
15. That the cause of action in the present complaint is recurring and continuing, as the Respondent has continuously failed to fulfill its obligations and deliver possession and is also refusing to refund the amounts paid despite repeated requests.
16. That the project of the Respondent Company is registered under HRERA and hence the present Authority has complete jurisdiction to adjudicate the dispute and pass appropriate directions in terms of Section 18 and Section 31 of the RERA Act, 2016.





**C. RELIEFS SOUGHT**

17. Complainant has sought following reliefs:

- i. Pass an appropriate order directing the Respondent Company to refund the entire amount paid by the Complainant i.e. ₹5,56,162/- (Rupees Five Lakhs Fifty Six Thousand One Hundred Sixty Two Only); And
- ii. Pass an appropriate order directing the Respondent Company to pay interest to the Complainant on the entire amount paid by the Complainant from the date of payment made till the actual date of realisation, as per the provisions of RERA Act; And
- iii. Pass an appropriate order directing the Respondent Company to pay compensation amounting to ₹10,00,000/- for harassment, pain, mental agony etc. caused to the Complainant because of the non-delivery of the unit booked in the project of the Respondent Company; And
- iv. Pass an appropriate order directing the Respondent Company to pay legal cost to the Complainant amounting to ₹1,00,000/- on account of litigation charges; And
- v. In exercise of the powers conferred under section 35 of the Act, direct the Respondent Company to place on record all statutory approvals and sanctions pertaining to the project; And



- vi. Pass any other order or direction as this Ld. Authority may deem fit and proper by exercising the judicial powers vested with the Ld. Authority under relevant provisions of the Real Estate (Regulation and Development) Act, 2016.

**D. REPLY ON BEHALF OF RESPONDENT**

Respondent submitted a detailed reply on 30.09.2022 in the registry of the Authority pleading therein as under:

18. Respondent challenged the maintainability of the complaint on following grounds:

- i. That the present Complaint is liable to be dismissed as the Flat Buyer Agreement was executed in the year 2008, i.e., more than 14 years **prior to the enactment of the Real Estate (Regulation and Development) Act, 2016.** Therefore, the provisions of the RERA Act are not applicable to the present agreement. The said Act cannot be applied retrospectively to impose obligations not contemplated at the time of the agreement.
- ii. If relief of refund as prayed by the complainant is allowed then it will affect the project of the respondent company.
- iii. That the Complaint is **grossly barred by limitation.** The Complainant has failed to plead any facts or grounds for condonation





of delay. As held by the Hon'ble Supreme Court in *Surjeet Singh Sahni vs. State of U.P. & Ors.*, 2022 SCC Online SC 249, mere representations do not extend the limitation period. The Complainant has approached this Hon'ble Authority after an inordinate delay and thus, his claim is liable to be dismissed on grounds of delay and laches.

iv. That the present Complaint pertains to an **unregistered project** of the Respondent. Hence, in light of the authoritative judgment of the Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. vs. State of UP & Ors.*, (2021 SCC Online SC 1044), this Hon'ble Authority lacks the jurisdiction to entertain the present Complaint under the RERA Act, 2016.

19. That on 20.05.2008, Mrs. Kamlesh Sethi (the "Original Allottee") along with Mr. Vinod Kumar Sethi (the "Original Co-Allottee" and the present Complainant) booked a flat bearing no. T6-506 admeasuring 1265 sq. ft. in the project titled *Parsvnath Preston, Sonapat*. The booking was made after due diligence and being fully aware of the nature and progress of the project.
20. That on 25.07.2008, a Flat Buyer Agreement was executed between the parties wherein the basic sale price of the flat was agreed at ₹22,13,750/- after availing a special discount of ₹91,250/-. The Complainant opted for the



Construction Linked Payment (CLP) Plan. A copy of the agreement is annexed as Annexure R-1.

21. That it is a matter of record that the Complainant has paid only ₹5,59,162/- till date. A copy of the ledger dated 30.07.2022 is annexed as Annexure R-2.
22. That the Complainant defaulted in timely payments, despite multiple reminders. Reminder letters dated 19.05.2017, 06.06.2017, 19.06.2017, 20.07.2017, and 04.08.2017 were issued, but the Complainant neither replied nor cleared his dues. These defaults by the Complainant and other allottees severely impacted the progress of the project. Copies of the reminder letters are annexed as Annexure R-3 (Colly).
23. That the project is being developed in accordance with statutory approvals granted by the Competent Authorities. License no. 1205-1206 of 2006 was issued by the Department of Town & Country Planning, Haryana. Renewal for the period 06.10.2019 to 05.10.2024 has already been applied for, vide request letter dated 15.07.2021 (annexed as Annexure R-4).
24. That all statutory dues including EDC, IDC, license fees, conversion charges etc., have been duly paid to the Competent Authority.
25. That the delay in the project was not intentional. Multiple unforeseen circumstances beyond the control of the Respondent—such as economic downturns, non-payment by customers, allottees opting out, and slowdown in



sales have cumulatively affected the project's pace. Nonetheless, the Respondent Company has been putting in its best efforts to complete the project and offer possession to the allottees.

26. That in view of the submissions made hereinabove and considering that the project is unregistered, this Hon'ble Authority lacks jurisdiction to entertain the present complaint. Moreover, there is no cause of action in favour of the complainant, and the complaint being time-barred, deserves to be dismissed in limine.

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

27. Ld. counsel for complainant appeared and reiterated the basic facts of the case and submitted that complainant booked a flat in the respondent's project namely "Parsvnath Preston", Sonipat on 20.05.2008. Basic sale price of the flat is ₹22,13,750/- against which complainant has already paid an amount of ₹5,59,162/- and copies of receipts have been annexed with the complaint file. He stated that respondent-builder has failed to handover possession of the flat within prescribed period of time. Therefore, he requested the Authority to grant relief of refund of his paid amount along with interest.
28. On the other hand, learned counsel for the respondent submitted that the complainant has failed to adhere to the payment plan opted by him. It was





argued that the complainant defaulted in making timely payments despite being issued repeated reminders. In this regard, reminder letters dated 19.05.2017, 06.06.2017, 19.06.2017, 20.07.2017, and 04.08.2017 were served upon the complainant. However, he neither responded to the said communications nor cleared his outstanding dues. In view of the above, counsel for the respondent urged that the claim for refund as sought by the complainant does not deserve to be allowed.

**F. ISSUE FOR ADJUDICATION**

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

**G. OBSERVATIONS AND DECISION OF AUTHORITY**

30. The 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 as follows:
31. It is an admitted fact that complainant booked a flat in the respondent's project namely "Parsvnath Preston", Sonipat on 20.05.2008. Flat buyer agreement was executed between the parties on 25.07.2008 for Flat no. T6-506, Fifth Floor, Tower-6, Super area- 1265 sq. Ft. Basic sale price of the flat is ₹22,13,750/- against which complainant has already paid an amount of ₹5,59,162/- and copies of receipts have been annexed with the complaint file.



Perusal of the said receipts revealed that amount mentioned by the complainant as total paid amount has been proved by the receipts which clearly substantiate their claim. Respondent has also admitted the fact of payment in his reply dated 30.09.2022.

32. Respondent has challenged the maintainability of the complaint on following grounds:

*i. Respondent has objected that the provisions of RERA Act, 2016 cannot be applied retrospectively.*

Reference can be made to the case titled M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (supra), wherein the Hon'ble Apex Court has held as under:-

*“41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case.*

*45. At the given time, there was no law regulating the real estate sector, development works/obligations of promoter and allottee, it was badly felt that such of the ongoing projects to which completion certificate has not been issued must be brought within the fold of the Act 2016 in securing the interests of allottees, promoters, real estate agents in its best possible way*





obviously, within the parameters of law. Merely because enactment as prayed is made retroactive in its operation, it cannot be said to be either violative of Articles 14 or 19(1)(g) of the Constitution of India. To the contrary, the Parliament indeed has the power to legislate even retrospectively to take into its fold the 13stoppels13ng contract and rights executed between the parties in the larger public interest.

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 ongoing projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."

The provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion though the contract/ agreement might have taken place before the Act and the Rules became applicable. Hence, it cannot be stated that the provisions of the Act and the Rules made thereunder will only be prospective in nature and will not be





applicable to the agreement for sale executed between the parties prior to the commencement of the Act.

ii. *The respondent contends that the complaint is barred by limitation, laches, and estoppels from disputing charges and terms outlined in the Flat Buyer Agreement (FBA).*

Reference in this regard is made to the judgement of Hon'ble Apex Court in 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.

iii. *Respondent has further raised an objection that the project in which the complainant is seeking refund is not registered with this Hon'ble Authority and therefore this Hon'ble Authority does not have jurisdiction to entertain the present complaint.*



This issue as to whether this Authority has jurisdiction to entertain the complaint pertaining to unregistered projects has been dealt with and decided by the Authority in complaint no. 191 of 2020 titled as Mrs. Rajni and Mr. Ranbir Singh vs Parsvnath Developers Ltd. Relevant part of said order is being reproduced below:

*"Looked at from another angle, promoter of a project which should be registered but the promoter is refusing to get it registered despite the project being incomplete should be treated as a double defaulter, i.e. defaulter towards allottees as well as violator of Sector 3 of the Act. The argument being put forwarded by learned counsel for respondent amounts to saying that promoters who violate the law by not getting their ongoing/incomplete projects registered shall enjoy special undeserved protection of law because their allottees cannot avail benefit of summary procedure provided under the RERA Act for redressal of their grievances. It is a classic argument in which violator of law seeks protection of law by misinterpreting the provisions to his own liking.*

14. *The Authority cannot accept such interpretation of law as has been sought to be put forwarded by learned counsel of respondent. RERA is a regulatory and protective legislation. It is meant to regulate the sector in overall interest of the sector, and economy of the country, and is also meant to protect rights of individual allottee vis-a-vis all powerful promoters. The promoters and allottees are usually placed at a highly uneven bargaining position. If the argument of learned counsel for respondent is to be accepted, defaulter promoters will simply get away from discharging their obligations towards allottee by not getting their incomplete project registered. Protection of defaulter promoters is not the intent of RERA Act. It is meant to hold them accountable. The interpretation sought to be given by learned counsel for respondent will lead to perverse outcome.*





15. *For the foregoing reasons, Authority rejects the arguments of respondent company. The application filed by respondent promoter is accordingly rejected."*

The same reasoning is applicable and adopted in the present case as well.

Further, the RERA Act, 2016, nowhere provides that the provisions of the Act shall only be applicable to registered real estate projects, or only aggrieved person of a registered real estate project shall file a complaint u/s 31 of the RERA Act, 2016. Thus, the complaint is well within the ambit of RERA Act, 2016.

33. The main grouse of the complainant in the present case is that even after lapse of 14 years from the date of execution of the builder buyer agreement possession has not been offered to the complainant. As per section 18(1) of the RERA Act, complainant now wants to withdraw from the project and demands refund of the amount deposited by him. Respondent has not denied the fact that possession has not been offered to the complainant. Respondent has averred that relief of refund as prayed by the complainant may not be allowed. In this regard, Authority observes that as per clause 10(a) of the builder buyer agreement executed between the parties, *"Construction of the unit was to be completed within 36 months from the start of foundation of particular tower in which flat is located with a grace period of six months, on receipt of sanction of building plans/revised building plans and approvals of*





*all concerned authorities.....*” Complainant’s flat is located at Tower-6 in present case. However, respondent has not placed on record any document to show when the construction of the tower in which the unit of the complainant is located was started. Also, there is nothing on record placed by the respondent to show as to whether the factum of start of construction was ever communicated to the complainant. In absence of any such document, exact date of start of construction cannot be ascertained. Further, the aforementioned clause is heavily loaded in favour of respondent. In such circumstances, Authority has placed reliance upon the judgement of Hon'ble Supreme Court in the case of **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr** wherein 3 years' time has been held as reasonable time where the exact date for handing over possession cannot be ascertained. Accordingly, the respondent was to handover the possession of the unit within 3 years of date of flat buyer agreement, i.e., by 25.07.2011. Clause 10(a) also states that respondent is entitled to grace period of 6 months for circumstances beyond control of the respondent, however respondent has failed to explain/prove any situation which can justify grace period.

34. With regard to the averment of the respondent that refund may not be allowed as it will affect the project of the respondent company, Authority observes that no timeline for completion of the project has been provided. Thus, it can



easily be inferred from the given circumstances of the project that there is no scope of completion of the project in near future. Complainant who had booked his unit in year 2008 cannot be made to wait endlessly for possession. Hon'ble Supreme Court in the matter of **"Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others"** in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

*"25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid





amount along with interest on account of delayed delivery of possession. The complainant wishes to withdraw from the project of the respondent; therefore, Authority finds it to be fit case for allowing refund in favour of complainant.

35. 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;*

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., 18.08.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.
38. From above discussions, it is amply proved on record that the respondent have not fulfilled its obligations cast upon them under RERA Act, 2016 and the complainant is entitled for refund of her deposited amount along with interest as per RERA rules, 2017. Accordingly, respondent will be liable to pay the interest to the complainant from the dates when amounts were paid till the actual realization of the amount. Hence, Authority directs the respondent to refund the paid amount to the complainant 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 to be refunded along with interest calculated at the rate of 10.85% from the date of payment till the date



of this order, which comes to ₹15,93,982/- (₹5,59,162/- (principal amount) + ₹1034820/- (interest accrued till 18.08.2025). According to the receipts/ statement of accounts provided by the complainant, details of which are given in the table below –

Sr. no	Principal amount (in ₹)	Date of payments	Interest accrued till 18.08.2025 (in ₹)
1.	227100	2008-10-06	415916
2.	221375	2008-07-04	411616
3.	110687	2008-05-20	207288
Total	<b>559162</b>		<b>1034820</b>
Total amount to be refunded by respondent to complainant=₹15,93,982/-			

39. Further, complainant is seeking compensation amounting to Rs. 10,00,000/- for harassment, pain, mental agony etc. caused to the Complainant because of the non-delivery of the unit booked in the project of the Respondent Company and legal cost to the complainant amounting to Rs. 1,00,000/- on account of litigation charges. 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 complaint in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

40. Lastly, with regard to the relief sought by the complainant in the paragraph 17 (v). Authority observes that the complainant neither argued nor pressed the same during the course of the hearing. Accordingly, the Authority cannot adjudicate upon such relief.

#### **H. DIRECTIONS OF THE AUTHORITY**


41. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- (i) Respondent is directed to refund the entire amount deposited by the complainant along with interest of @10.85% to the complainant as specified in the table provided above in para no 38 of this order from the dates when amounts were paid 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 against the respondent.
42. Hence, the complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.

  
.....  
**CHANDER SHEKHAR**  
**[MEMBER]**

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