



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

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| Date of Decision | 18.08.2025 |
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| Name of the Builder | | RAHEJA DEVELOPERS LTD | | |
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| Project Name | | KRISHNA HOUSING SCHEME | | |
| Sr. no. | Complaint no. and date of filing | Title of the case | Appearance on behalf of complainant | Appearance on behalf of respondent |
| 1. | 1770 of 2023 | Ved Pal for Late Smt. Bimla Kain H.no. 830, Sector-31, Gurgaon, Haryana-122001. Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue, Cariappa Marg, Sainik Farms, New Delhi-110062. | Mr. Ved Pal, complainant himself, through VC. | None present for the respondent. |
| 2. | 269 of 2024 | Arshdeep Singh R/o L-2/35, New Mahavir Nagar, Tilak Nagar, New Delhi-110018. Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik | Adv. Sachin Talwar, counsel for the complainant, through VC. | None present for the respondent. |

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| | | Farms, New Delhi-110062. | | |
| 3. | 270 of 2024 | <p>Harvinder Pal Singh R/o L-2/35, New Mahavir Nagar, Tilak Nagar, New Delhi-110018.</p> <p>Vs.</p> <p>Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi-110062.</p> | Adv. Sachin Talwar, counsel for the complainant, through VC. | None present for the respondent. |
| 4. | 415 of 2024 | <p>Krishna Khajria 1053, Janta Flats, Nand Nagri, Shahdara, North East Delhi-110093.</p> <p>Vs.</p> <p>Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi-110062.</p> | Mr. Vivek Sethi, counsel for the complainant, through VC. | None present for the respondent. |
| 5. | 416 of 2024 | <p>ManMohan 82/2, Gali no.4, Chandu Park, Krishna Nagar, East Delhi, Delhi-110051.</p> <p>Vs.</p> <p>Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa</p> | Mr. Vivek Sethi, counsel for the complainant, through VC. | None present for the respondent. |

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| | | Marg, Sainik Farms, New Delhi-110062. | | |
| 6. | 778 of 2024 | Rahul Jain H.no. 15, Shaktigarh, G S Road, Guwahati. Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi- 110062. | None present for the complainant. | None present for the respondent. |
| 7. | 779 of 2024 | Duli Chand Jain Barabazar, Pandu, Mali Goan, Guwahati. Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi- 110062. | None present for the complainant. | None present for the respondent. |
| 8. | 1090 of 2024 | Sahil Kathpal H.no.A1, MC Colony, Hissar, Haryana-125001. Vs. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi- 110062. | Adv. Ashish, counsel for the complainant, through VC. | None present for the respondent. |
| 9. | 1333 of 2024 | Pooja Mangal C 103, Exotica Elegance, Aprtment, Ahinsa Khand-2, | Adv. Jagdeep Sheoran, counsel for the complainant. | None present for the respondent no. 1 Adv. Era Khatana, counsel for the |

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| | <p>Indrapuram, Ghaziabad, Uttar Pradesh-201014. Vs. 1. Raheja Developers Ltd W4D,204/5,Keshav Kunj, Western Avenue,Cariappa Marg, Sainik Farms, New Delhi- 110062.</p> <p>2. Housing Development Finance Corporation Ltd. HDFC Limited, Raman House, 169, Backbay Reclamation, Mumbai-400020.</p> | | <p>respondent no.2, through VC.</p> |
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**CORAM: Nadim Akhtar
Chander Shekhar**

**Member
Member**

ORDER (NADIM AKHTAR-MEMBER)

1. This order shall dispose off all the above nine captioned complaints filed by the complainants before this Authority 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

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responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

2. The core issues emanating from the above captioned complaints are similar in nature. The complainants in the above referred Complaint No. 1770 of 2023 and other captioned complaint are allottees of the project namely; "Krishna Housing Scheme", Sector-14, Sohna being developed by the same respondent/ promoter, i.e., Raheja Developers Ltd. The fulcrum of the issue involved in the above captioned cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the unit in question and the complainant(s) are now seeking refund of their paid amount along with the interest. Despite giving various opportunities, respondent failed to file replies in all the above captioned cases.
3. The facts of all the complaints filed by the complainants/allottees are almost similar, however, these complaints can be broadly divided in following three categories:-
 - (A) **Category I:** Where Builder Buyer agreement is executed between the parties.
 - (B) **Category II:** where only allotment letter is issued and same is placed on record but no builder buyer agreement is executed between the parties.



(C) Category III: where neither any allotment letter is issued nor Builder Buyer Agreement is executed between the parties. However, complainant had made payments in favour of respondent against a particular unit.

4. The details of the complaints falling under category I, II and III, unit no., date of allotment letter, date of builder buyer agreement, total sale consideration and amount paid by the complainant, offer of possession and relief sought are given in the table below:

(A) CATEGORY I

| Krishna Housing Scheme | | | | | | | |
|---|---|--------------|---|--|---|----------------------|--|
| Clause 5.2 Possession Clause in Builder Buyer Agreement: | | | | | | | |
| <i>"Company shall sincerely endeavour to complete the construction and offer the possession of the said unit within 48 months from the date of the receiving of environment clearance or sanction of building plans whichever is later ("Commencement Period") but subject to force majeure clause of this agreement and timely payments of instalment by the allottee(s)."</i> | | | | | | | |
| Sr. no. | Complaint no./Title | Reply Status | Unit no. | Date of execution of builder buyer agreement | Total sale consideration (TSC) and amount paid by the complainant (Paid amount) | Offer of possession | Relief sought |
| 1. | 415 of 2024 Krishna Khajria Vs. Raheja Developers Ltd | Not filed | 300B, 3 rd floor, Tower B1 Carpet area 345.45 sq.ft | 10.02.2016 | TSC: ₹12,80,380/- Paid amount: ₹12,39,458/- | Not given till date. | -Refund of paid amount along with interest. -₹2lakh on account of mental agony, harassment -₹2lakh deficiency service of respondent Legal Cost ₹75,000/- |

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| 2. | 416 of 2024 Man Mohan Vs. Raheja Developers Ltd | Not filed | 7007, 7 th floor, Tower D2 Carpet area 474.37 sq.ft | 24.02.2016 | TSC: ₹15,24,022/- Paid amount : ₹14,72,820/- | Not given till date. | -Refund of paid amount along with interest. -₹2lakh on account of mental agony, harassment -₹2lakh deficiency service of respondent -Legal Cost ₹75,000/- |
| 3. | 1333 of 2024 Pooja Mangal Vs. Raheja Developers Ltd | Not filed | 5002, 5 th floor, Tower E2 Carpet area 452.33 sq.ft | 03.11.2015 | TSC: ₹16,28,388/- Paid amount : ₹15,43,958/- | Not given till date. | -Refund of paid amount along with interest. -Respondent no.2 may be directed to furnish statement of loan amount. -55000/- as litigation cost. |

(B) CATEGORY II**Affordable Housing Scheme 2013**

"Clause 5(iii) (b) : All flats in a specific project shall be allotted in one go within four months of sanction of building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/ clearance. Any person interested to apply for allotment of flat in response to such advertisement by a coloniser may apply on the prescribed application form alongwith 5% amount of the total cost of the flat."

| Sr. no. | Complaint no./Title | Reply Status | Unit no. | Date of allotment letter | Date of execution of builder buyer agreement | Total sale consideration (TSC) and amount paid by the complainant (Paid amount) | Offer of possession | Relief sought |
|---------|---|--------------|---|--------------------------|--|---|-------------------------|---|
| 1. | 269 of 2024 Arshdeep Singh Vs. Raheja Developers Ltd | Not filed | 1008, 10 th floor, Tower E4, Carpet area | 25.04.2016 | No BBA attached | TSC: ₹16,57,258/- (as per pleadings) Paid amount: ₹12,73,715/- | Not given till date. | -Refund of paid amount along with interest. -Penalty of ₹5lakh for mental |

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| | | | 452.33 sq.ft | | | | | harassment and agony. -Litigation cost |
| 2. | 270 of 2024 Harvinder Singh Vs. Raheja Developers Ltd | Not filed | 10007, 10 th floor, Tower E4, Carpet area 452.33 sq.ft | 07.04.2016 | No BBA attached | TSC: ₹16,57,258/- Paid amount: ₹12,73,422/- | Not given till date. | -Refund of paid amount along with interest. -Penalty of ₹5lakh for mental harassment and agony. -Litigation cost |
| 3. | 778 of 2024 Rahul Jain Vs. Raheja Developers Ltd | Not filed | 3011, 3 rd floor, Tower D1, Carpet area 414.37 sq.ft | 10.07.2015 | No BBA attached | TSC: ₹15,24,022/- Paid amount: ₹13,99,169/- | Not given till date. | -Refund of paid amount along with interest. -₹10 lakh on account of mental harassment and agony |
| 4. | 779 of 2024 Duli Chand Jain Vs. Raheja Developers Ltd | Not filed | 11001, 11 th floor, Tower D2, Carpet area 414.37 sq.ft | 10.07.2015 | No BBA attached | TSC: ₹15,24,022/- Paid amount: ₹13,99,169/- | Not given till date. | -Refund of paid amount along with interest. -₹10 lakh on account of mental harassment and agony |

(C) CATEGORY III

| Sr. no. | Complaint no./Title/Date of filing | Reply Status | Unit no. | Date of allotment letter | Date of execution of builder buyer agreement | Total sale consideration (TSC) and amount paid by the complainant (Paid amount) | Offer of possession | Relief sought |
|---------|--|--------------|---|------------------------------|--|---|---------------------|--|
| 1. | 1770 of 2023 Vedpal for Late smt. Bimla Khan Vs. Raheja Developers Ltd | Not filed | Commercial unit UG-049, Ground, floor Tower UG (As per ledger attached) Super built | No allotment letter attached | No BBA attached | TSC: ₹19,61,303/- Paid amount: ₹10,17,352/- | No given till date. | Refund of paid amount along with interest. |

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| | | | area 210,280 sq.ft | | | | | |
| 2. | 1090 of 2024 Sahil Kathpal Vs. Raheja Developers Ltd | Not filed | 2005, 2 nd floor, Tower E4 (As per ledger attached) Super built area 452.33 sq.ft | No allotment letter attached | No BBA attached | TSC: ₹16,57,258/- (as per pleadings) Paid amount: ₹15,21,439/- | No given till date. | Refund of paid amount along with interest. |

A. COMPLAINT NO. 1333 OF 2024 IS TAKEN AS LEAD CASE AND BRIEF FACTS OF THIS COMPLAINT ARE AS UNDER:

- (i) Case of the complainant is that Complainant submit application to respondent no.1 for 2 BHK Flat measuring 452 sq ft under draw of lots in the project namely; "Krishna Housing Scheme" located at Sector-14, Sohna Haryana being developed by the developer/respondent no.1 and made payment of application amount of ₹85424/- vide cheque No. 224875 dated 06 April 2015. Copy of payment receipts is appended as Annexure-P3.
- (ii) That respondent no.1 issued Allotment letter dated 03.11.2015 and offered Unit no. 5002, 5th Floor, Tower -E2, admeasuring 452.33 sq ft in the project of respondent no.1 at price of ₹17,36,787/-.Copy of Allotment letter is annexed as Annexure-P1.

- (iii) That on 03/11/2015 the Flat Buyers Agreement was signed between the complainant and respondent no. 1. Copy of the Buyer's Agreement is annexed as Annexure - P2.
- (iv) That as per clause 5.2 of flat buyer agreement, respondent no.1 committed to complete the construction and offer of possession of the allotted unit within 48 months from the date of the receiving of environment clearance or sanction of building plan whichever is later. However, the respondent no.1 has breached the terms of said clause and failed to fulfill its obligations and has not delivered possession of said flat within the agreed time frame. That building plan for the said project was approved by the office of DGTCP on 12.11.2014 and Environment clearance by respective office on 09.03.2015 as per the information provided by respondent no. 1.
- (v) That complainant got her housing loan of ₹14,90,000/- approved from respondent no. 2 M/s. Housing Development Finance Corporation Limited after obtaining the permission to mortgage/NOC from respondent no. 1 on 18.11.2015 and subsequent to that Tripartite Agreement was executed between respondent no. 1, complainant and respondent no. 2 on 19.11.2015. Respondent no. 2 disburse the total loan amount of ₹11,22,888/- to respondent no.1 between the period of 13.01.2016 to 29.07.2017. Complainant is regularly paying the pre-emi's



to respondent no. 2. Copy of Permission to mortgage/NOC dated 18/11/2015 issued by Respondent No 1 is appended as Annexure P4, Copy of Tripartite Agreement dated 19/11/2015 is appended as Annexure P5.

- (vi) That from the date of submitting application for allotment 06.04.2015 and till 31.08.2024, the respondent no.1 had raised various demands for the payment of installments towards the sale consideration of said flat and the complainant has duly paid and satisfied all those demands without any default or delay on their part and has also fulfilled her part of obligations as per the Flat Buyers Agreement. Complainant is always been ready and willing to fulfill her part of agreement, if any pending.
- (vii) That as per Clause 4.1 (Sale Price) of Buyer's Agreement the Sales Consideration for said Flat was Rs.16,57,258/-/- (which includes the cost of providing the common facilities) exclusive of Service Tax and GST. A copy of Buyer's agreement is appended as Annexure - P2. That the complainant has paid ₹15,43,958/- against the total sale consideration along with applicable taxes to the respondent no.1 for the said flat. Copy of latest Statement of account as dated 06.07.2024 and payment receipts is appended as Annexure P3.
- (viii) That complainant had approached the respondent no.1 and its officers for inquiring the status of delivery of possession but none had bothered

to provide any satisfactory answer to the complainant about the completion and delivery said flat. The complainant after kept running from pillar to post asking for the delivery of his out could not succeed in getting any reliable answer.

- (ix) That respondent no.1 has committed grave deficiency in services by delaying the delivery of possession and false promises made at the time of sale of the said flat which amounts to unfair trade practice which is immoral as well as illegal. The respondent no.1 has also criminally misappropriated the money paid by the complainant as sale consideration of said flat by not delivering the unit on agreed timelines. The respondent no. 1 has also acted fraudulently and arbitrarily by inducing the complainant.
- (x) That respondent no.1 has miserably failed to deliver the possession of fully constructed and developed unit as per the specifications promised in BBA. That there is an inordinate delay in handing over the possession of the unit to the complainant. That the respondent has neither handed over the possession of the unit nor refunded the amount deposited along with interest to the complainant which is against the law, equity and fair play. Therefore being aggrieved person, complainant is filing the present complaint before this Hon'ble Authority.



B. RELIEFS SOUGHT:

5. Complainant has sought following reliefs :
- (i) Pass an order to direct the respondent no. 1 to refund the total amount of ₹15,43,958/- paid by complainant along with interest at the rate of 15% per annum from the date of respective payments till the actual realization of money from respondent no. 1.
 - (ii) Pass an order to direct the respondent no. 2 to furnish Statement of Loan Account.
 - (iii) Pass an order to direct the respondent no. 1 to pay an amount of ₹55,000/- to the complainant as cost of the present litigation.
 - (iv) Any other relief/order or direction which this Hon'ble Authority may deem fit and proper considering the facts and circumstances of the present complaint.

C. REPLY ON BEHALF OF RESPONDENT NO.1

6. Following submissions are made by Yash Sharma vide his reply dated 15.04.2025 who is authorized by respondent no.1 vide Board Resolution dated 04.04.2022:
- (i) That complainant has filed a present complaint with the wrong forum/department and she ought to have approached a Competent court/forum for her grievance concerning the violation of the Terms and Conditions of the bilateral contracts between the two parties.

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- (ii) Complainant had voluntarily and consciously applied for allotment of an apartment in the affordable housing scheme, named 'Krishna Housing Scheme' launched by the respondent no.1 in Sector 14, Sohna, Haryana.
- (iii) That complainant had made the payments to partly discharge her contractual financial obligation to pay the instalments as per the payment schedule opted by the complainant. It is further submitted that on so many occasions complainant failed to make the timely payment as per the Payment Plan.
- (iv) That the company/respondent no.1 had launched the said group housing project named 'Krishna Housing Scheme' in the revenue estate of Village Raisika, District Mewat, Haryana in consonance with license No.115 of 2014, granted by Director General Town & Country Haryana and other requisite NOCS/ Approvals etc. for setting up of Group Housing Colony. The registration was granted by the Haryana Real Estate Regulatory Authority, (HRERA) vide registration no. 21 of 2017 dated 06.07.2017. The license is renewed by Director of Town & Country Planning Department Haryana vide memo no.LC- 3004/JE(MK)/2021/5193, dated 03.03.2021. Further Haryana Real Estate Regulatory Authority Panchkula had invoked the force measure clause and extended the registration, renewal and completion date by 6 months vide order dated 26.05.2020. Copy is said order of HRERA, Panchkula enclosed as Annexure-1.



- (v) That the time for calculating the due date of possession shall start only when the necessary infrastructure facilities will be provided by the governmental authorities and the same was known to the complainant from the very inception. That the non-availability of the infrastructure facilities is beyond the control of the company. That the Clause 21 of the Application Form reads as follows:

"Clause 21 of the Application Form

That the Company shall sincerely endeavour to offer possession of the said Flat to the Applicant(s) within the salidity period of 4 years of sanction/clearance of building plans or receipt of environmental clearance whichever is later subject to the force majeure conditions which inter-alia include strike, lock-out, court injunction, civil commotion or by reason of war, enemy or terrorist action, earth quake, any act of God or delay in grant of completion/occupation certificate by the govt, and/or any other public or competent authority delay in providing basic infrastructure facilities viz. HUDA water & sewer connection or bulk electricity supply or sector roads and subject to the applicant(s) having complied with all the terms of this application form or agreement to sell."

Clause 5.4 of the Builder Buyer Agreement reads as under:

5.4 Failure to provide infrastructure facilities. The said project falls within the new Master Plan of Sohna and the site of the project may not have the infrastructure in place as on the date of booking or even at the time of handing over of possession as the same is to be provided/developed by the Government /nominated agency. The Allottee understands and agrees that the Developer shall not be liable for the delay due to non-provision of infrastructure facilities and/or consequent delay in handing over the possession of the unit(s) in the project since external infrastructure facilities are to be provided by the Govt. authorities and beyond the scope and control of the Company.



- (vi) The construction of the project is in the advanced stage and the respondent company is committed to delivering the said project as per the Haryana Real Estate Regulatory Authority (HRERA). Furthermore, due to the pandemic of COVID-19 and the nationwide lockdown enforced by Govt. of India, the construction of the project is affected. However, the respondent no.1/company has started construction/development of the project with all necessary measures to deliver possession as early as possible.
- (vii) Respondent has further It is submitted that at inception, the total cost of the project was estimated to be ₹183.86 crores under various heads of cost, while due to delay and inflation faction, the cost to complete is now revised to ₹204 Crores out which an amount of ₹107 Crores, is duly incurred and balance ₹97 Crores is yet to be incurred to complete the project. At present, the project has sufficient balance receivable to complete the project.
- (viii) That respondent no.1/Company had raised funds for its Affordable Housing Project "Krishna Housing Scheme" under License No. 115/2014 issued by the DTCP, Haryana and entered a Debenture Trust Deed dated 06.12.2016 which was entered into between the Company, M/s. Vistra ITCL India Ltd. (as Debenture Trustee), DMI FINANCE



PVT. LTD. (as Monitory Agent) along with Personal Guarantor and Security Providers.

- (ix) That the Loan of ₹22 Crores was borrowed from India Infoline in April 2016, when this project was launched all this money was utilized for project construction and related activities. Later, this loan was taken over by DMI Finance in Dec 2016 to meet the entire project expenses with a sanction limit of ₹55 Crores where the total amount disbursed to ₹33 Crores. The Company has paid ₹34 Crore to DMI, including a Principal payment of ₹25 Crores and ₹9 Crores as interest. Current outstanding ₹9 Crores is payable. A copy of loan sanctioned letter is attached as Annexure-2. So far ₹107 Crores have been used exclusively for the development and related activities and ₹25 Crore are paid to DMI Finance as principal repayment of the project. Apart from this, as the project collection account was under the control of DMI Finance they have also recovered approx. ₹8 Crores of project collection towards recovery of their other loan without our consent.
- (x) The DMI has already withdrawn a sum of ₹8 Cr. of the homebuyers money from the Project Cash flow for self-servicing their interest and other facility before the scheduled repayment, which is not as per the terms of sanction and in complete violation of RERA ACT, 2016.



- (xi) The DMI has been in continuous violation and non-compliance with RERA Provisions resulting in project delay and construction and consequent Collections stall despite available sanction of the facility. As per sub-clause 4 of Rule 4 of the Haryana Real Estate (Regulation & Development) Rules, 2017, for ongoing and new projects, the promoter shall within three (3) months of the application for registration of the project with the Authority, deposit in a separate bank account, "seventy per cent of the amount already realized from the allottees, which shall be utilized for meeting the land and construction cost of the real estate project."
- (xii) That the money collected from the customer and the loan sanctioned from DMI Finance is only used towards the construction and development of the said project. That the respondent builder was gravely affected by the acts of the lenders and hence, without any default on its own part, was hindered in the development of the project.
- (xiii) All the circumstances stated above come within the meaning of force majeure, as stated above. However, despite all odds, the respondent was able to carry out construction/development at the project site and obtain the necessary approvals and sanctions and has ensured compliance under the Agreement, laws, and, rules and regulations. In a similar case where such orders were brought before the Hon'ble Authority in the Complaint



No. 3890 of 2021 titled Shuchi Sur and Anr vs. M/S Venetian LDF Projects LLP decided on 17.05.2022, the Hon'ble Authority was pleased to allow the grace period and hence, the benefit of the above affected 520 days over and above the grace period of 6 months need to be rightly given to the Respondent builder.

- (xiv) That a number of allottees of the Project have defaulted in making the payment against their units, which has gravely affected the development of the Project.
- (xv) The complainant has failed to bring on record anything contradictory or in violation of the provisions of RERA Act, 2016. Moreover, nowhere in the complaint any violation of the provisions of RERA Act, 2016 has been mentioned. Thus, the petition is liable to be dismissed solely on this ground.

D. REPLY ON BEHALF OF RESPONDENT NO.2

7. Following submissions are made by respondent no.2 through its authorized signatory Saurabh Tiwary, authorized vide Board Resolution dated 05.07.2023 in its reply dated 21.03.2025:
- (i) That, Housing Development Finance Corporation Limited ("HDFC Limited") has undergone a scheme of amalgamation and has been merged with HDFC Bank Limited. The scheme of amalgamation has been approved by the Hon'ble National Company Law Tribunal, Bombay



Complaint nos. 1770 of 2023, 269,270, 415, 416, 778, 779, 1090, 1333 of 2024

Bench, Code (II), vide Company's Scheme Petition No. 243 of 2022, connected with Company Scheme Application No. 200/2022 decided on 17.03.2023. Consequently all assets and liabilities of HDFC Limited automatically stand vested in HDFC Bank Limited. A true copy of the order dated 17.03.2023 passed by the Hon'ble National Company Law Tribunal, Bombay Bench is annexed as Annexure R-2/1.


(ii) That, the scheme of amalgamation has come into effect on 01.07.2023. In this context, reliance is being placed on the communication dated 30.06.2023 addressed by HDFC Ltd. to the Bombay Stock Exchange Limited, a copy is annexed as Annexure R-2/2.

(iii) That, accordingly, all contracts, deeds, bonds, agreements, arrangements, and other instruments of whatsoever nature to which HDFC Limited is a party or a beneficiary, shall continue to be in full force and effect as if HDFC Bank Limited was a party.

(iv) That, since HDFC Ltd. ceases to be a juristic entity in its own name and stands amalgamated into HDFC Bank Limited, with effect from 01.07.2023, therefore it is humbly prayed before this Hon'ble Authority that complainant be directed to amend the cause title of the present case from HDFC Limited to HDFC Bank Limited and file an amended memo of parties.



- (v) That the loan granted by the respondent no.2 to the complainant has been fully repaid, with no outstanding dues remaining. The respondent no.2 has also issued a No Objection Certificate ("NOC") to the Complainant, explicitly stating that the respondent no.2 has no claim, right, title, or interest in respect of the property described as Flat No. 5002, 5th Floor, Raheja Krishna, E2, Survey No. Rec No. 2, 7, 8, Village Raisika, Sector 14, 122103.
- (vi) Consequently, the loan account bearing No. 616933546 stands foreclosed. It is further submitted that the respondent no.2 has duly returned the original documents to the complainant pursuant to the said foreclosure. It is submitted that in compliance with the prayer sought by the complainant, the statement of account is hereby furnished, showing that the loan repayment has been duly discharged by the complainant and the account stands closed accordingly. A copy of Statement of account is annexed as Annexure R-2/4.
- (vii) That since the statement of account have been furnished, therefore, no prayer is left against the respondent no.2. The respondent no.2 is liable to be discharge from array of parties.
- (viii) That the present complaint under Section 31 has been filed pursuant to Sections 12, 14, 18, and 19 of the Real Estate (Regulation and Development) Act, 2016. It is submitted that these provisions impose



obligations solely upon the Respondent No.1, i.e, builder and not upon the respondent no.2 which is a financial institution. The above mentioned sections specifically states the duties and obligations of the promoter with respect to adherence to sanctioned plans, project specifications, and the obligation to return amounts as compensation in case of failure to deliver the project. Therefore, the respondent no.2 ought not to be impleaded in the present matter.

- (ix) That there is no direct grievance of complainant against the respondent no.2 in the present complaint, the complainant has not sought any substantial relief against the respondent no.2. Complainant sought relief from the respondent no.1 to refund the amount of ₹15,43,958/- along with interest rate of 15% per annum, along with litigation cost ₹55,000/- solely from respondent no.1. Therefore, the respondent no.2 has been wrongly impleaded in the matter.

As discussed above it is pertinent to note that none of the aforementioned sections confer any rights or impose any duties upon the respondent no.2. Therefore, it clearly indicates that the respondent no.2 has been a misjoinder in the present complaint.

- (x) That respondent no.2 has only acted in its limited capacity of a lender only and as such has no direct or indirect role whatsoever in construction or completion of the project or delivery of the Unit to the Complainant.



(xi) That, the mandate of the RERA Act of 2016 is to protect the interest of homebuyers from delays and defaults on the part of the errant developers, which is respondent no. 1. The Complainant chose to ignore the fact that the relationship between the respondent no.2 and the complainant has arisen out of the aforesaid Loan Agreement that does not correlate whatsoever with the builder, i.e., respondent no. 1. That the domain of services provided by the respondent no.2 is completely separate and independent from Respondent No. 1, and hence the complaint ought to be dismissed as against the respondent no.2 on account of mis joinder of parties.

(xii) The complainant have overlooked the fact that the relationship between HDFC Bank Ltd and the complainant is solely based on a Loan Agreement, which has no connection with the builder. The respondent no.2 has only provided a home loan to the Complainant for the purchase of the said property. The loan was sanctioned for an amount of ₹14,90,000/-. Other than granting the loan, the respondent no.2 has no role or responsibility in the dispute between the complainant and respondent No.1.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT

8. During the course of hearing on 21.07.2025, Counsel for the complainant requested the Authority to grant the relief of refund of the paid amount

along with interest. Further, he stated that an amount of ₹14 Lakh was disbursed by the respondent no.2 and accordingly, complainant paid the said loan which can be proved by the NOC issued by the respondent no.2. Therefore, no relief remains against respondent no.2 and respondent no.2 may be revoked from the present complaint.

9. Today, counsel for complainant reiterated the pleadings.

F. ISSUE FOR ADJUDICATION

10. Whether the complainants in all the above captioned complaints are entitled to refund of the amount deposited by them along with interest in terms of Section 18 of Act of 2016?

G. OBSERVATIONS AND DECISION OF AUTHORITY

11. The Authority has gone through the facts of the complaints as submitted by the complainants. In light of the background of the matter, Authority observes as under:

- i. **Category I:** That in complaint no. 1333 of 2024, complainant booked unit in the project "Krishna Housing Scheme" which is an Affordable Housing Scheme being developed by the respondent no.1/promoter namely; Raheja Developers Ltd.. The complainant was allotted unit no.5002, 5th floor, Tower E2, in the said project at Sector-14, Sohna, Haryana. The builder buyer agreement was executed between the parties



on 03.11.2015. Complainant has paid a total sum of ₹15,43,958/- against the basic sale consideration price of ₹16,57,258/- .

- ii. Respondent no.1 has taken the plea that complainant fails to make timely payments to the respondent, therefore, project of the respondent no.1 got delayed. In this regard, Authority observes that respondent no.1 had not attached any demand letters or reminders which show that complainant did not abide by the payment plan. Therefore, said plea of respondent no.1 regarding non payment is rejected.
- iii. As per clause 5.2 of the agreement respondent no.1/developer was under an obligation to hand over the possession to the complainant within 48 months from the date of approval of building plans or grant of environment clearance whichever is later. It came to the knowledge of the Authority while dealing with the cases against the same respondent namely; M/s Raheja Developers Ltd., the respondent/ developer received approval of building plans on 27.04.2015 and got the environment clearance on 09.03.2015. That means, as per possession clause, a period of 4 years is to be taken from 27.04.2015 and therefore, date of handing over of possession comes to 27.04.2019.
- iv. Respondent no.1 has taken a plea that project of the respondent got delayed due to the force majeure conditions, pandemic of COVID-19 and the nationwide lockdown enforced by Govt. of India, the



construction of the project is affected. However, no justification and documentary proof have been provided by the respondent no.1 which proves force majeure factors lead to delay in constructing the project.

- v. Also, respondent no.1 has taken plea of COVID-19. In this regard, Authority observes that due date of possession in the present case as per clause 5.2 is 27.04.2019. Therefore, question arises for determination as to whether any situation or circumstances which could have happened prior to this date due to which the respondent no.1 could not carry out the construction activities in the project can be taken into consideration. Looking at this aspect as to whether the said situation or circumstances was in fact beyond the control of the respondent no.1 or not? There is delay on the part of the respondent no.1, the reason given by the respondent is ceasement of construction activities during the COVID-19 period .

As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (1) (Comm.) No. 88/2020 and I.A.s 3696-3697/2020* dated 29.05.2020 has observed that:

"69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March,2020 in India. The contractor was in breach since september,2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the



same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.

The respondent no.1 was liable to complete the construction of the project and the possession of the said unit was to be handed over by April,2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used an excuse for non-performance of contract for which deadline was much before the outbreak itself. Thus, said plea of respondent no.1 is rejected.

- vi. **Category II** : In complaint no. 269 of 2024, complainant booked unit in the project "Krishna Housing Scheme" which is an Affordable Housing Scheme being developed by the respondent no.1/promoter namely; Raheja Developers Ltd. Complainant was allotted unit no.10008, 10th floor, Tower E4, in the said project at Sector-14, Sohna, Haryana vide allotment letter dated 25.04.2016 and complainant had paid a total sum of ₹12,73,715/- against the basic sale consideration price of ₹16,57,258/-. As no builder buyer agreement was executed between the parties, but the fact remains that respondent allotted the unit in favour of



complainant and said allotment was governed by "Affordable Housing Policy- 2013". As per clause 5 (iii) (b) of said policy, possession to be offered within 4 years from date of sanction of building plans or receipt of environmental clearance whichever is later.

iii. Category III: It is matter of record, that in complaint no.1770 of 2023, complainant booked unit in the project "Krishna Housing Scheme- Commercial" which is a commercial complex within the Affordable Housing Scheme being developed by the promoter namely; Raheja Developers Ltd. and complainant was allotted the unit no. UG-049, Ground floor, Tower UG measuring 210.28 sq.ft as per the customer ledger attached by the complainant (Annexed as P-7). The facts remains that in present complaint, there is neither any allotment letter nor any builder buyer agreement but respondent no.1 allotted the unit in favour of complainant and said unit was allotted in project of respondent namely; Krishna Housing Scheme-Commercial. Said project is governed "Affordable Housing Policy- 2013" and as per clause 5 (iii) (b) of said policy, possession to be offered within 4 years from date of sanction of building plans or receipt of environmental clearance whichever is later.

12.Period of 4 years is a reasonable time to complete development works in the project and handover possession to the allottee, however, respondent failed to hand over possession to the complainants. After paying their



hand earned money, legitimate expectations of the complainant(s) would be that possession of the unit will be delivered within a reasonable period of time. However, respondent has failed to fulfill its obligations as promised to the complainant(s). Thus, complainant(s) is at liberty to exercise their right to withdraw from the project on account of default on the part of respondent to offer legally valid possession and seek refund of the paid amount along with interest as per section 18 of RERA Act.

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

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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 complainants wishes to withdraw from the project of the respondent, therefore, Authority finds it fit cases for allowing refund in favour of complainant.

14. Complainant in its complaint has sought refund of paid amount with interest @15%. 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.

15. 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;

16. 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".

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, i.e., 18.08.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

18. From the above discussions, it is amply proved on record that the respondent no.1/promoter has not fulfilled its obligations cast upon them under RERA Act, 2016 and the complainant(s) are entitled for refund of

deposited amount along with interest. Thus, respondent no.1/promoter is liable to pay the complainants interest from the dates amounts were paid by the complainant(s) till the actual realization of the amount.

19. Therefore, Authority allows refund of paid amount along with interest to all the complainants 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 amounts along with interest as per detail given in the table below:

| Sr. no. | Complaint no. | Amount paid | Interest | Total amount to be refunded to the complainant |
|---------|---------------|--------------|--------------|--|
| 1. | 1770 of 2023 | ₹10,17,352/- | ₹9,11,140/- | ₹19,28,492/- |
| 2. | 269 of 2024 | ₹12,73,715/- | ₹12,21,743/- | ₹24,95,458/- |
| 3. | 270 of 2024 | ₹12,73,422/- | ₹12,22,118/- | ₹24,95,540/- |
| 4. | 415 of 2024 | ₹12,39,458/- | ₹11,84,279/- | ₹24,23,737/- |
| 5. | 416 of 2024 | ₹14,75,820/- | ₹14,08,818/- | ₹28,84,638/- |
| 6. | 778 of 2024 | ₹13,99,169/- | ₹13,34,068/- | ₹27,33,237/- |
| 7. | 779 of 2024 | ₹13,99,169/- | ₹13,33,031/- | ₹27,32,200/- |
| 8. | 1090 of 2024 | ₹15,21,439/- | ₹14,84,615/- | ₹30,06,054/- |

| | | | | |
|----|--------------|--------------|--------------|--------------|
| 9. | 1333 of 2024 | ₹15,29,457/- | ₹14,02,173/- | ₹29,31,630/- |
|----|--------------|--------------|--------------|--------------|

20. It is to mention that in complaint no. 1333 of 2024, complainant sought refund of ₹15,43,958/- alongwith interest. Perusal of customer ledger reveals that an amount of ₹14501/- is credit note on account of GST rebate. Authority observes that GST rebate being a discount in nature and is not actually paid by the complainant towards the total sale consideration. Moreover, in complaint no. 3325 of 2022 of similar builder with payment of GST rebate was decided by Authority, wherein initially vide order dated 29.07.2024, refund of whole amount was awarded. However, complainant specifically filed rectification stating that said GST rebate not to be included in refund amount, which was decided by the Authority on 20.03.2025. Hence, this amount of ₹14,501/- is not to be included for refund alongwith interest amount. Therefore, refund of amount of ₹15,29,457 alongwith interest is awarded to the complainant.

21. As Ld counsel for complainant himself in complaint no. 1333 of 2024, stated that no relief is claimed against the respondent no.2, therefore no direction is passed against respondent no.2

22. Further, complainants in complaint no. 269, 270, 415, 416, 778, 779 and 1333 of 2024 are seeking compensation on account of mental agony, harassment caused to the complainants and litigation cost. It is observed

that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

H. DIRECTIONS OF THE AUTHORITY

23. 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:

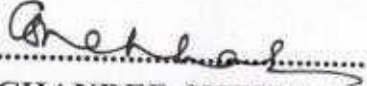
- (i) Respondent no.1/ promoter is directed to refund the amount to the complainants as specified in the table provided in para- 19 of this order. It is further clarified that respondent will remain liable to pay the interest to the complainants till the actual realization of the amount.



Complaint nos. 1770 of 2023, 269,270, 415, 416, 778, 779, 1090, 1333 of 2024

- (ii) Respondent/promoter is directed to deposit cost of ₹5000/- payable to the Authority and ₹2000/- payable to the complainant in complaint no. 1770 of 2023, 269, 270, 415, 416, 1090 and 1333 of 2024 as imposed by its orders of the Authority.
- (iii) Also, Respondent/promoter is directed to deposit cost of ₹5-10,000/- payable to the Authority and ₹5000/- payable to the complainant in complaint no.269and 270 of 2024. Further in complaint no. 1770 of 2023, 778 and 779 of 2024 additional cost of ₹10,000/- payable to the Authority.
- (iv) 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 be initiated against the respondent.

24. **Disposed off.** All the files be consigned to the record room after uploading of the orders on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]