



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	3210 of 2022
Date of filing.:	06.12.2022
First date of hearing.:	15.02.2023
Date of decision.:	04.11.2025

Pradeep Singh S/o Sh Ramchander
R/o H. no 100, Gali No. 03,
E Block, Maksudabad Colony,
Nagafgarh, South West Delhi-110043

....COMPLAINANT

VERSUS

Ruhil Promoters Private Limited
Office at Ruhil Residency, Sector-3,
Village Sarai, Aurangabad, Bahadurgarh,
District Jhajjar, Haryana

....RESPONDENT

Present: - Adv. Dixit Garg, Learned counsel for the Complainant
through video conference
Adv. Navneet, Learned counsel for the Respondent
through video conference

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint was listed for hearing on 14.10.2025. However, due to the re-constitution of benches, complaint is taken up today for hearing.

2. Present complaint has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with relevant rules of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Ruhil Residency, Sector-3, Bahadurgarh
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Registered vide Registration No. 139 of 2017
4.	Date of plot buyer agreement	23.08.2013
5.	Details of the unit.	Apartment no. B-001, Block B-1, 3BHK+3T, Ground floor measuring super area of 1708 sq. ft.
6.	Possession clause in	"Subject to force majeure



	BBA (Clause 9.i)	circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs etc., the Developer proposes to complete the construction within a period of 36 months from the date of execution of this agreement with grace period of 180 days under normal circumstances."
7.	Due date of possession	23.02.2017
8.	Total sale consideration	₹ 55,44,800/-
9.	Amount paid by complainant	₹ 50,79,525/-
10.	Whether occupation certificate received or not.	Occupation certificate received on 17.03.2022
11.	Date of offer of possession	10.10.2022
12.	Date of Handing over possession/Possession certificate	11.10.2022

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

4. Complainant had booked an apartment bearing no. B-001, Block B-1, 3BHK+3T, Ground floor measuring super area of 1708 sq. ft in the project of the respondent namely, "Ruhil Residency", situated at Sector-3, Bahadurgarh in the year 2013.



5. It is submitted that an apartment buyer agreement was executed between the parties on 23.08.2013 qua the said apartment. The total sale consideration of the apartment was fixed as ₹55,44,800/- against which the complainant has paid an amount of ₹ 47,66,955/- till date. As per clause 9(i) of the agreement, respondent had committed to deliver possession of the unit within 36 months along with a grace period of 180 days i.e., 42 months from the date of execution of the agreement, which comes to 23.02.2017.
6. It is submitted that the complainant has adhered to the terms of the agreement and not even a single default was committed by the complainant in making payment of instalments. The complainant has already paid almost 95% of the total sale consideration of the apartment.
7. The respondent was supposed to deliver possession of the booked apartment by 23.02.2017, however the respondent miserably failed to complete construction of the project and deliver possession in a time bound manner. Rather the respondent company had issued a demand letter dated 11.04.2022 whereby along with other demands, the respondent company had demanded an illegal amount of ₹ 3,36,000/- on account of additional staircase. In this regard it is submitted that the additional staircase had to be installed by the respondent due to its own default as the respondent had failed to take necessary permissions from the fire department before start of construction.
8. That the complainant visited the site and came to know that there was no construction at all and all the promises of handing over the possession by

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February, 2017 were false. The complainant even met the representatives of the respondent many times to know the exact status of the project but the representatives always falsely claimed that the possession will be handed over soon and the complainant whose hard earned money was lying with the respondent was left with no other option except to wait for the possession.

9. That the respondent despite taking money has not handed over the possession of the flat despite lapse of more than 5 years from the due date of possession; hence present complaint has been filed seeking possession of the apartment along with interest from the due date of possession till actual handing over of physical possession.

C. RELIEF SOUGHT

10. In view of the facts mentioned above, the complainant pray for the following reliefs):-

- i. That in proviso to the Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the compensation on account of the delayed possession along with interest may kindly be awarded to the complainant in view of the Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.
- ii. That the amount collected on account of club charges may kindly be ordered to be refunded to the complainant as there is no club in existence at site.


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- iii. The amount collected on account of the GST should be refunded back to the complainant as the delay is on the part of the respondent and hence the complainant is not liable to pay the GST.
- iv. The amount demanded on account of staircase should be quashed being illegal and void demand.
- v. The interest on account of the maintenance charges paid by the complainant may kindly be awarded to the complainant as there were no basic amenities even till today.
- vi. The respondent may kindly be directed to install 3 Air conditioners, 2 wardrobe and 1 chimney as committed at the time of booking of the apartment.
- vii. The adequate compensation on account of the misrepresentation and unfair trade practices by using the inferior quality of material may kindly be awarded to the complainant.

11. During the course of hearing, learned counsel for the complainant reiterated the submissions made in the complaint and further submitted that the respondent had issued an offer of possession to the complainant on 10.10.2022 without giving any delayed possession interest. The complainant having invested such huge amount was left with no option but to take possession of the unit. However, the respondent refused to pay the delayed possession charges to the complainant on account of delay caused in delivery of possession. Hence the present complaint.



D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 11.09.2023 pleading therein:

12. That the complaint is not maintainable on account of relief sought by the complainant as the primary relief claimed is of compensation and hence Authority has no jurisdiction to adjudicate said matter and same is liable to be dismissed.
13. That the complainant had booked a unit in the project of the respondent namely 'RUHIL RESIDENCY' situated at Sector-3, Sarai Aurangabad Village, Bahadurgarh, Distt. Jhajjar, Haryana-124507. Complainant was allotted apartment no. B-001, situated at Ground floor in Block no. B-1 admeasuring super area 1708 sq. ft.
14. That the respondent had completed the project in the year 2020 and thereafter filed an application for grant of occupation certificate on 13.01.2020 with the concerned department, which was kept pending with the department and also got delayed due to Covid-19 situation as national lockdown was announced in the entire country. On 17.03.2022, occupation certificate was received by respondent from the concerned department. Respondent submitted that force majeure on account of Covid-19 outbreak be taken into consideration for relaxation as Covid-19 outbreak lead to delay in handing over of possession. Hence, period from 13.01.2020 to 17.03.2022 be considered as force majeure



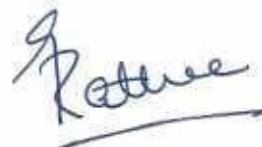
and the burden of payment of interest for said period must not be put on the respondent. The Authority had also considered the period from 25.03.2020 till 24.09.2020 as force majeure and granted relief/extension in compliance of various provisions of RERA Act, 2016 and Rules 2017. Further special extension of three more months has also been granted due to second wave of COVID-19. As such respondent is also entitled for benefit of such force majeure period and should be exempted from charge of delay interest from 13.01.2020 to 17.03.2022.

15. That there was delay in construction of the project because of some circumstances which were beyond the control of the respondents. As per clause 9(vii) of the agreement, if there is delay due to reasons beyond the control of the developer then the allottee(s) do not have any right to claim the compensation of whatsoever nature. Moreover, the complainant himself agreed upon the terms of the agreement and also gave his full consent over such terms. For ease, clause 9(vii) is reproduced herein below:

"The developer as a result of such contingency arising reserves the right to alter or vary the terms and conditions of this agreement or if the circumstances beyond the control of the developer so warrant, the developer may suspend /abandon the project or any of its part for such period as it may consider expedient and the Allottee(s) agrees not to claim compensation of any nature whatsoever including the compensation stipulated in clause 9(iii) of this agreement during the period of suspension of the scheme".



16. That the construction of the said apartment is complete and the respondent is ready to give the possession as the Occupation Certificate from the concerned department has been issued. It is further submitted that despite force majeure situations which were beyond the control, respondents were able to complete the apartment. The project is complete in all respects as is credence from the report of Ld. Local Commissioner that was submitted in Complaint No. 413/2022.
17. That the complainant stopped making payment against his apartment after 2014, much before the due date of possession, the last payment being made against the installment that was due on 08.07.2014 and had not turned to clear the outstanding against her till date. The complainant then paid the next amount in 2016 after the lapse of approximately 2 years and that too after so many requests and demands of respondent. The respondent had completed the project despite non-payment by the complainant and several other allottees like her. The complainant was informed of the completion of the project and receipt of occupation certificate and also requested to clear the payment due against her unit, but complainant never turned to clear the outstanding against her unit nor came forward to take possession.
18. That the complainant has not approached the Hon'ble Authority with clean hands and had not disclosed that the possession had already been offered to him in the year 2022 and the complainant was requested to make payment of the outstanding amount. Furthermore, the complainant has taken physical



possession of the unit on 11.10.2022 i.e before the filing of the present complaint. The possession certificate had also been issued to the complainant on said date.

19.It is submitted that the complainant is seeking refund of club charges, staircase charges, maintenance charges in the instant complaint which is not tenable as the said charges were raised as per the terms of apartment buyer agreement executed between the parties.

20.It is submitted that the complainant denied to take possession of the apartment without any substantive reason hence, the complainant is liable for breach of provision of Section 19(6), 19(7) and 19(10) of the RE(R&D) Act 2016 and is accordingly, liable to pay interest and holding charges for delay in making payments.

E. ISSUES FOR ADJUDICATION

21.Whether the complainant is entitled to relief of delayed possession charges along with interest?

22.Whether the complainant is liable to pay club charges .maintenance charges, staircase charges, and GST?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

23.In light of the background of the matter as captured in this order and also the arguments rendered by both parties, Authority observes that the respondent in



the present complaint has raised a preliminary objection with respect to the maintainability of the present case on the ground that the primary relief of the complainant is compensation. In this regard it is observed that the relief clause bearing no. (i) reads as follows:

"That in proviso to the Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the compensation on account of the delayed possession along with interest may kindly be awarded to the complainant in view of the Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017."

Drawing an inference from the language of the complaint and said relief clause, it can be safely assumed that the complainant is seeking relief of payment of delay interest for the delay cause in completion of the project and not otherwise. Said clause has to be harmoniously read with the complaint. Mere use of the word compensation would not change the actual relief of delayed possession charges sought by the complainant. Moreover, the complainant is seeking relief of compensation on account of delayed possession along with interest as per Rule 15 of HRERA Rules, 2017. Meaning thereby that the complainant has sought two parallel remedies i.e. compensation and interest. Therefore, plea of the respondent is not tenable and the Authority has complete subject matter jurisdiction to adjudicate upon the complaint/relief claimed.



24. Now, as per the facts and circumstances, the complainant had booked an apartment bearing no. B-001, situated at Ground floor in Block no. B-1 measuring super area 1708 sq. ft in the project of the respondent namely, "Ruhil Residency", situated at Bahadurgarh" in the year 2013. An apartment buyer agreement was executed between the parties on 23.08.2013. The total sale consideration of the apartment was fixed as ₹55,44,800/- against which the complainant, admittedly, has paid an amount of ₹ 47,66,955/- till date.

25. Authority observes that as per clause 9(i) of the apartment buyer agreement executed between the parties, possession of the apartment should have been delivered by 23.08.2013. However, the respondent has failed to deliver possession of the booked apartment within the stipulated time period. Respondent has attributed this delay in delivery of possession to force majeure conditions on account of COVID outbreak.

In this regard it is observed that the possession of the apartment in question became due on 23.02.2017. It is a matter of fact that COVID-19 outbreak hit construction activities post 22nd March 2020 i.e nearly three years after the due date of possession. The possession of the apartment had already been delayed for a long period of time even before the COVID-19 halted construction. The respondent had failed to construct the project on time and deliver possession to the complainant. Therefore, as far as delay in delivery of possession of the unit in question is concerned, respondent



cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition. Further, reliance is placed on judgement passed by 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, wherein Hon'ble High Court 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 was liable to complete the construction of the project and the possession of the said unit was to be handed over by September, 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."

Therefore, as far as delay in delivery of possession of the unit in question is concerned, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition.



Respondent has also cited departmental delay in issuing occupation certificate as a force majeure condition. In this regard, it is observed that respondent had committed to deliver the possession of the unit by 23.02.2017, meaning thereby that respondent should have applied and obtained occupation certificate by 23.02.2017, however, as per record, the respondent had applied for issuance of occupation certificate on 13.01.2020 i.e., after lapse more of the 3 years from the stipulated time and thereafter the same was issued on 17.03.2022.

Furthermore, respondent has taken a defense that the period for which the occupation certificate was pending before the Competent Authority be excluded for the delayed period as the delay in issuance of occupation certificate is attributable to the competent authority and not the respondent. There is no document on record to show that the application for occupation certificate was complete as in all aspects and there was no deficiency in the application that was conveyed to them. Moreover, the Authority has already included the grace period of 180 days as provided in the agreement to sale while computing the due date of possession. No case for further concession is made out.

Herein all the pleas/grounds taken by the respondent to plead the force majeure condition happened after the due date of possession had already passed and the delivery of possession had been long due. Respondent cannot



be allowed to take advantage of delay caused in delivery of project due to its own account and hence, the claim of the respondent is rejected.

26. As observed earlier, the possession of the apartment in question should have been delivered to the complainant by 23.02.2017. However, the respondent delayed delivery of possession beyond stipulated time. The respondent has submitted that an offer of possession was issued to the complainant in the year 2022 after receipt of occupation certificate dated 17.03.2022, however, the complainant failed to come forward and take delivery of possession after payment of outstanding amount. In this regard, it is observed that the respondent has failed to place on record a copy of the alleged offer of possession vide which the complainant was apprised that the construction of the apartment is complete and the same is ready for possession. On the other hand, during the course of pleadings dated 12.08.2025, learned counsel for the complainant had admitted that the respondent had issued an offer of possession to the complainant on 10.10.2022 without giving any delay possession interest. The complainant having invested such huge amount was left with no option but to take possession of the apartment on 11.10.2022. However, the respondent refused to pay the delayed possession charges to the complainant on account of delay caused in delivery of possession.
27. After hearing submission on both parties and perusing documents placed on record, it is observed that admittedly the delivery of possession of the

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apartment in question in the captioned complaint has been inordinately delayed. The complainant was promised delivery of possession latest by 23.02.2017, however, the complainant was delivered the possession of the unit on 11.10.2022 after a delay of more than 5 years. Though the complainant has admitted that an offer of possession had been issued on 10.10.2022, however no proper document has been placed on record. As per documents, the complainant had taken physical possession on 11.10.2022. Since there is a difference of merely one day, therefore, the Authority is relying on the documents placed before it and taking the date of delivery of possession as 11.10.2022.

28. Complainant in his complaint is primarily seeking interest for delay caused in handing over the possession of the flat. In the present case, the complainant opted for construction linked plan and made maximum payment (more than 90%) till 2016. The remaining installments were to be made on the start of internal fittings and offer of possession which was due on 23.02.2017. However, the respondent did not complete the project as per agreed timelines and offer the possession on due date and hence post due date of possession complainant was not obligated to make further payments unless the possession of the unit was offered to her. Therefore, there is no default on the complainant's part. Hence, the respondents claim that the complainant is not entitled to relief under RERA is unsustainable.



Under RERA Act, 2016 the promoter is responsible for completing the project on time and obtaining all necessary approvals. In the present case, respondent had promised to deliver possession latest by 23.02.2017. This implies that the project should have been completed by that date, and the respondent should have applied for and obtained the Occupation Certificate (OC) from the competent authority to ensure timely possession. However, the respondent only received the Occupation Certificate on 17.03.2022, which was five years after the due date of possession. Failure to meet these obligations allows the buyer to seek relief under RERA, such as interest for delays or even refund with interest.

29. Further, by way of present complaint, complainant has alleged that respondent has illegally raised demand on account of staircase charges, maintenance charges, club charges and GST charges and has prayed that respondent be directed not to charge the same. The Authority has gone through the averments of the parties and documents available on record and observes as under:

- a. With regard to staircase charges, it is observed by the Authority that charges raised under 'staircase charges' are for construction of additional staircase for emergency fire safety as per directions by Fire Safety Department. Since the demand on account of staircase charges has been proportionately charged from the complainant,



therefore the it is liable to pay the same. Authority in complaint no. 607 of 2018 titled as 'Vivek Kadyan Vs TDI Infrastructure Ltd.' has already laid down the principle for calculation of fire exit stair case and same is applicable in this case as well.

- b. The complainant has also alleged that the respondent has charged maintenance charges which are unjust and illegal. So, interest on said payment be awarded to her. With regard to maintenance charges, it is observed that according to clause 1(viii) of the apartment buyer agreement, the complainant has agreed to pay demand raised on account of maintenance charges, therefore the complainant is liable to pay the same. As per clause 11(iii) of the apartment buyer agreement, the date of commencement of maintenance shall be intimated by the developer to the allottees and the maintenance charges will be reckoned from that date. Upon perusal of record, it is observed that no such date has been intimated by the respondent to the complainant. The complainant has physically taken over the possession of the apartment on 11.10.2022 and accordingly he is liable to pay maintenance charges from said date. If any amount has already been paid by the complainant before 11.10.2022, the same be refunded with interest as per prescribed rate of interest.



- c. The complainant has prayed that the amount collected on account of club charges be refunded as there is no club in existence at site. In this regard, it is observed that club charges can only be levied when the club facility is physically located within the project and is fully operational. Complainant has submitted that the proposed club has not been constructed till date. Respondent has not placed any document/photograph to negate the claim of the complainant. Respondent is entitled to charge club membership charges only after the club at the site becomes functional and the complainant is able to make use of it. Since at present the club is not there, respondent cannot raise demand on account of club membership charges. Complainant is seeking refund of club charges, however it has not been mentioned as to when and how much amount has been paid as club charges and no document in support thereof has been attached. However, if any amount for club has been paid by the complainant, it shall be refunded back to her with prescribed rate of interest.
- d. The complainant has also prayed that the amount collected on account of GST should be refunded and respondent be directed not to demand over further payments as the delay is on the part of the respondent. However, said relief is neither part of the pleadings nor



pressed upon by the complainant during hearing. Hence, no observation is made in this regard.

e. In addition to aforesaid grievances, complainant also stated that respondent has miserably failed provide the amenities, fitting and fixture as per agreement. With this regard complainant is advised to approach the Adjudicating Officer for seeking the relief of compensation u/s 18(3) of RERA Act 2016.

30. As discussed earlier as per clause 9(i) of apartment buyer agreement executed between the parties, possession of the unit should have been delivered by 23.02.2017, however, possession certificate was issued in favour of the complainant allottee on 11.10.2022 i.e. after a delay of more than five years. Hence, complainant is entitled to receive delayed possession interest from the period 23.02.2017 i.e., due date of possession till the date of issuance of possession certificate/handover of possession i.e 11.10.2022. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

(z) "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;

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(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;

Rule 15 of HIRERA Rules, 2017 provides for prescribed rate of interest which is as under:

"Rule 15: "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 (NCLR) 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"

31. 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 of order i.e., 04.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.85%.

32. Hence, Authority directs respondent to pay delay interest to the complainant for delay caused in delivery of possession 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 on



date 04.11.2025 works out to 10.85% from the due date of possession i.e. 23.02.2017 till the date of actual handover of possession i.e. 11.10.2022.

33. Authority has got calculated the interest on total paid amount from due date of possession or date of payment (whichever is later) till the date of actual handing over of possession i.e. 11.10.2022 and same is depicted in the table below:

Sr. No.	Principal Amount (in ₹)	Due date of possession/ Date of Payment	Interest accrued till handing over of possession i.e 11.10.2022 (in ₹)
1.	3919830/-	23.02.2017	2396836/-
2.	450000/-	27.06.2018	209747/-
3.	200000/-	31.08.2021	24197/-
4.	197125/-	01.09.2021	23791/-
5.	124520/-	10.05.2022	5737/-
6.	200000/-	08.06.2022	7491/-
7.	48513/-	08.09.2022	490/-
Total: 5139988/-			2668289/-

It is observed that the complainant vide present complaint has submitted that he has paid a total amount of ₹ 47,66,955/- to the respondent in lieu of booked apartment. However, the respondent vide application dated 03.11.2025 has placed on record updated statement of accounts vide which the respondent has admitted to having received an amount of ₹ 51,39,988/- towards the booked

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apartment. Out of this total amount of ₹ 51,39,988/-, the respondent had charged an amount of ₹ 60,463/- on 08.09.2022 towards payment of maintenance charges. In para 29(b) of this complaint it has been observed that the amount charged on account of maintenance charges should be refunded to the complainant. In this regard it is observed that the complainant has paid the amount of ₹ 60,463/- only a month prior from the date of actual payment i.e 11.10.2022. This amount became deemed payable as on 11.10.2022. Therefore, for simplicity sake, instead of refund of this amount, the complainant is deemed entitled to interest over this amount from 08.09.2022 till 11.10.2022.

Thus, in view of the afore said observations the total interest payable to the complainant is being calculated on an amount of ₹ 51,39,988/- which is inclusive of the interest over amount charged on account of maintenance charges.

34. Complainant is also seeking compensation on account of misrepresentation and unfair trade practices by using inferior quality material. In this regard 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." 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 and compensation.

G. DIRECTIONS OF THE AUTHORITY

35. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(1) of the Act of 2016:

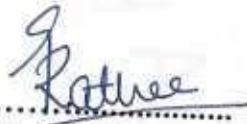
- i. Respondent is directed to pay upfront delay interest of ₹ 26,68,289/- to the complainant towards delay already caused in handing over the possession.
- ii. A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.
- iii. Complainant will remain liable to pay the balance consideration amount as per observations made in Para no. 29 of this order.



Complainant will also be liable to pay interest at the prescribed rate for delay, if any.

- iv. The respondent shall not charge anything from the complainant which is not part of the agreement to sell. Further, the respondent is directed to adjust the amount of ₹ 60,463/- charged from the complainant on account of maintenance charges from the date of taking over of physical possession i.e 11.10.2022.

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



DR. GEETA RATHEE SINGH
[MEMBER]