



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE ADJUDICATING OFFICER

COMPLAINT NO.899 OF 2024

Lieutenant General Retired Ram Kanwar Hooda.

....Complainant

VERSUS

Global Land Masters Infratech Private Limited Erstwhile Bhoomi Infrastructure Company

....Respondent

Date of Hearing: 11.11.2025

Hearing: 11th

Present: Mr. Akshat Mittal, Adv., for the complainant.
Respondent proceeded ex parte vide order dated 10.11.2025.

ORDER

Today, the case is fixed for pronouncement of order on merit.

2. Vide detailed order of even date, the complaint of the complainant is allowed in the manner ordered, vide detailed order of even date.

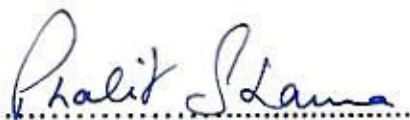
At this stage, Sh. Rajiv Garg, Authorised Representative for respondent along with a proxy counsel appeared to submit some documents regarding accounts, but since, the respondent was already ex-parte and when the case is today fixed for pronouncement of order on merit after hearing arguments for complainant, legally no request to set-aside ex-parte order could be

Rajiv
11/11/2025

entertained, in view of the law laid down by Hon'ble Apex Court in Arjun Singh v/s Mohinder Kumar and others, AIR 1964 SC 993(3 Judges) and provisions of Order XX Rule(1) CPC, though the same has not been presented and even order on merit has also been announced, there remains no locus standi on behalf of the respondent to present anything for it on record.

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

Indu Yadav
Law Associate


.....
MAJOR PHALIT SHARMA
ADSJ (Retd.)
ADJUDICATING OFFICER
11.11.2025



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE THE ADJUDICATING OFFICER

Complaint No. : 899 of 2024
Date of Institution: 18.07.2024
Date of Decision: 11.11.2025

Lieutenant General Retired Ram Kanwar Hooda, resident of House No. 1123,
Sector A, Pocket A, Vasant Kunj, New Delhi.

...COMPLAINANT

Versus

Global Land Masters Infratech Private Limited Erstwhile Bhoomi
Infrastructure, having its office at House no. 1411, Sector-21, Panchkula-
134112.

....RESPONDENT

Hearing: 11th

Present: - Mr. Akshat Mittal, Adv., for the complainant.
Respondent ex-parte vide order dated 10.11.2025.

ORDER:

This order of mine will dispose of a complaint filed by the
complainant namely 'Lieutenant General Retired Ram Kanwar Hooda against
Global Land Masters Infratech Private Limited Erstwhile Bhoomi

Phalit
11/11/2025

Infrastructure, seeking compensation and the interest from this Forum, in accordance with the provisions of Rule 29 of the RERA, Rules, 2017 (hereinafter to be referred as the Rules 2017), read with Sections 71 & 72 of the RERA Act, 2016 (hereinafter to be referred as the Act, 2016).

2. Brief facts of the complaint are that the complainant was approached by the Director of the respondent company, Lt. Col. (Retd.) Surender Singh Deswal who was known to the complainant as they studied from same school at Sainik School Kunjpura and also officer with Indian army and portrayed to the complainant that project was launched in 2009 through his firm M/s Bhoomi Infrastructure Company in Sector-30, Panchkula and it will be lucrative investment with high returns and the possession will be offered within 3 years. The complainant fell prey to inducement of Lt. Col.(Retd.) Surender Singh Deswal and booked a residential flat in the project- "Amazon-The Defence County", District Panchkula, of the respondent on dated 31.05.2011 qua the Flat no. B-1/803, 8th Floor, Type-B, having an area of 1590 sq.ft. On dated 02.06.2011, complainant paid ₹40,00,000/- via DD towards booking of flat. After that, an allotment letter dated 31.05.2011 was issued in favour of complainant and unit no. B-1/803, 8th floor, Type-B having area 1590 sq. ft. was allotted to the complainant. The total cost of the unit was ₹68,85,750/-. That, the respondent violated Section 13 of Act, 2016 by demanding and accepting more than 10% of total cost of apartment without

2 P Lalit
11/11/2025

entering into proper agreement and registration. No builder buyer agreement has been executed by respondent, however at the time of booking of the unit it was assured by the respondent that possession of unit will be handed over within a period of three years from the date of booking dated 31.05.2011 i.e. latest by 31.05.2014. That, respondent has failed to deliver possession even after continuing delay of 12 years and M/s Bhoomi Infrastructure Company was dissolved in year 2014 and changed its name to M/s Global Land Masters Pvt. Ltd. without intimation to complainant. That, vide letter dated 11.03.2015, respondent demanded payment and the factum came to the light that unilaterally and arbitrarily the unit allotted to complainant was changed from B-1/803 to B-3/102, thereafter the complainant was assured that it was typographical error and unit i.e. B-1/803 stands in the name of complainant. On dated 16.03.2015, complainant paid ₹60,750/- to respondent vide DD no. 337308. That, complainant lost hope in the project as only the structure of 4 towers was constructed till 2015 and his life savings were at risk. In the year, 2018 complainant visited the site and requested for refund of money and on dated 01.11.2018 complainant gave an application for cancellation of booking and refund of money. That, booking of unit no. B-1/803 was unilaterally and arbitrarily changed from the name of complainant to Sh. T.J. Gupta since 29.01.2017 at higher rates and the unit B-3/102 which was portrayed as typographical error has also been allotted to Sh. B.R. Kapoor since 26.09.2015 as substantiated from revised statement of accounts dated 25.11.2022 issued by

3 Phalir
11/11/2025

respondent. That, the complainant is retired Lt. General from the Indian Army who has been serving the nation with dedication and integrity and made the booking of flat in question with hope to stay at peaceful dream home post his retirement, as being portrayed by the respondent, but was wilfully and illegally trapped by respondent into losing his savings of a lifetime. That, delay in development of the project by the respondent has shattered the faith of the complainant and such inordinate delay has frustrated the purpose of purchasing the unit. There is no basic development carried out at site of the project by the respondent and further there is no scope of completion of project even in near future. That, the complainant was left with no other option but to approach Authority and filed complaint No. 853 of 2023 before the Hon'ble Haryana Real Estate Regulatory Authority, Panchkula, for refund along with interest which was allowed vide order dated 15.02.2024 and the respondent was directed to refund the amount paid by the complainant, i.e., ₹40,60,750/- along with interest calculated till the date of order which works out to ₹55,72,437/-; That, the complainant has now approached this Forum for the compensation for harassment caused in the hands of respondent. Hence, the present complaint has been filed. The complainant further submitted that he suffered a lot due to non-delivery of the said unit. That, respondent's act and omission amounts to breach of trust and the respondent has touched ingredients of Section 406, 420 and 120B of IPC, 1860. That, complainant also suffered extreme pecuniary loss qua cost escalation for similar property during 13

4 Phalish
11/11/2023

years. The complainant has claimed to have suffered financial loss, lots of expenses incurred in visiting office and project site, engaging the lawyer and prayed that the respondent be directed to pay a compensatory interest @24% per annum compounded monthly on paid amount; ₹50,00,000/- on account of mental harassment, agony, grievance and frustration caused to the complainant, by deficiency in service, unfair trade practices and miserable attitude of respondent alongwith interest and ₹2,50,000/- on account of litigation expenses and any other relief. Finally, prayer is made to grant compensation in the manner prayed for.

3. On receipt of notice of the complaint, respondent filed reply, which in brief states that the complainant had voluntarily invested in the project of the respondent company namely- "Amazon- The Defence County", District Panchkula. That, the complainant was known to Lt. Col. (Retd.) Surender Singh Deswal since long, as they studied in same school, however complainant was never approached by company to buy flat but complainant approached himself to Director to invest amount against payment of interest. Initially, amount was treated as investment and regular payment of interest was made to complainant. On the advice of director of respondent company, the complainant received back nearly ₹1,00,00,000/- and ₹25,00,000/- approximately was kept pending due to desire of the complainant to get unit allotted at discounted rates and sell it later at higher rates to make interest.

That, gross sale price was ₹73,85,750/- upon which discount of ₹8,00,000/- was offered to respondent vide allotment letter dated 31.05.2011. That, respondent has never demanded any advance payment or application fee, amounting to more than 10% of the cost of unit. The complaint with his own will deposited the amount of ₹40,00,000/- which is wrong as an amount of ₹1,20,60,750/- was received from the complainant and his family members. Further, major portion of amount was refunded and amount of ₹25,10,750/- was pending and after adjusting amount of ₹2,00,000/- in the account of Mr. Abhimanyu Hooda and ₹15,50,000/- as compensation interest added into account of Lt. Gen RK Hooda and the amount got increased to ₹40,60,750/-. That no request has been received from complainant for execution of BBA as he was not a genuine allottee and is only an investor. That, change of name was also intimated to allottees and that no affects relationships between respondent and allottees, however complainant was only an investor so he was informed verbally. That, change of unit was typographical error and the complainant paid ₹60,750/- unprotected. That, construction of 4 towers was taken over by an association of allottees and possession got delayed as many allottees like the complainant have paid only 50% of the amount till date. On dated 18.05.2022, the project was handed over to the association by Hon'ble Authority and it continues to be in custody of the association till date. Hence, the responsibility of handing over possession and refund w.e.f. 18.05.2022 lies with the association. That, due to long standing relationship between the parties,

6 Phalir
11/11/2025

respondent agreed to refund the amount to complainant . That, relief has already been granted by Hon'ble Authority in Complaint no.853 of 2023, decided on 15.02.2024 wherein refund along with interest has been granted to the complainant. This interest includes the interest in the form of compensation which is over and above the compensation as claimed by the complainant in the present complaint, which is not justified and payment of refund at this stage will be prejudicial to the attempts of the developer and the association of allottees to complete the project. Finally, the respondent has prayed that the present complaint filed by the complainant may kindly be dismissed with heavy cost, in the interest of justice.

4. No rejoinder was filed. Nor, any party opted for compliance of Rule 29(2)(d) of the Rules, 2017. However, the complainant has placed on record the details of bank accounts as clarification to show the exact amount paid and also received, if any.

5. This Forum has heard Mr. Akshat Mittal, Advocate, for the complainant.

Today, none appeared for the respondent despite self-speaking last order dated 04.09.2025 of this Forum, wherein, to curb the tendency of respondent to seek repeated adjournments, it was made clear that even if there is absence of any party today, matter would be decided on merits. Consequently, the respondent is proceeded against ex-parte. However, in the interest of justice,

7 *P. Lalit*
11/11/2025

while deciding the matter on merit respondent's contentions against the complainant claim shall be reproduced, to decide the lis in a judicious manner.

6. In support of its contentions, learned counsel for the complainant has argued that in the instant case, complainant is very much entitled to get compensation and the interest thereon, because despite having played its part of duty as allottee, the complainant had met all the requirements including payment of sale consideration for the unit booked but it is the respondent which made to wait the complainant to get their unit well in time complete in all respect for more than 14 years, which forced the complainant to go for unwarranted litigation to get the refund along with interest by approaching Hon'ble Authority at Panchkula, which has finally granted on dated 15.02.2024. He has further argued that the complainant has been played fraud upon by the respondent as it despite having used money deposited by the allottees did not complete the project and enjoyed the said amount for its own cause which amounts to misappropriation of complainant money on the part of respondent. He has also argued that the allottee has made payment of more than 60% of the total sale consideration and also suffered mental and physical agony because of delay in completion of project in time, thus, the complainant are entitled to compensation. He has further argued that in the instant case, the Hon'ble Authority under Section 31 read with Section 35 of the Act, 2016, has granted the relief of refund with interest and the said remedy is independent as

8 Phalit
11/11/2025

that of complainant right to claim compensation from this Forum as the respondent has misappropriated the amount of the complainant so paid thus caused even loss of opportunity as the kind of unit which complainant had applied, is not available now because of escalation in prices even if now triple of the amount earlier is paid. He has further argued that the claims of respondent that the complainant is an investor, thus not an allottee qua the respondent and also that the respondent had paid ₹15,50,000/- as compensation to the complainant, have already been discarded by Hon'ble Authority in its order dated 15.02.2024, hence cannot be agitated now before this Forum, when the said order has attained finality. He has further argued that the association of allottees cannot be burdened with discharging the financial liabilities of the respondent as such allottees themselves are victims of misdeeds of the respondent, thus do not have a common interest with respondent, nor, the respondent has placed any legal document on record which could show that association of allottees was responsible for handing over the possession or to pay compensation in place of the respondent i.e. promoter. He has further argued that the complainant has been burdened to get into unwarranted litigation, running around here and there to get the relief which they legally deserve, which could have easily been avoided, had there been fulfilment of assurances given by the respondent at the time of issuance of allotment letter. He has also argued that the complainant was forced to withdraw from the project because of unwarranted and unexplainable delay in completion of

project on the part of respondent. Finally, he has prayed to grant the compensation in the manner prayed in the complaint.

7. Since, in the instant case, the respondent has been proceeded ex-parte, so there is none to argue for it but in the interest of justice the specific averments made in its reply by the respondent against the complainant claim for compensation, are reproduced in brief in the following manner;

i) That, the complainant is an investor, thus there is no relationship of an allottee and the promoter, barring this Forum to entertain this complaint;

ii) That, the complainant is not entitled for any compensation as have been granted the relief of refund with interest by Hon'ble Authority under Section 31 of the Act, 2016;

iii) That, the complainant had not led any evidence to fulfil the ingredients of Section 71 read with Section 72 of the Act, 2016, so not entitled to get compensation;

iv) That, after handing over the project to the association of allottees under Section 8 of the RE(RD) Act, 2016, it is the responsibility of the said association to handover the possession or to pay compensation or to refund the amount with interest as such transfer exempts the promoter from such liabilities;

v) That, the complainant themselves were defaulter in making payment in time for the unit which is the reason they elected to surrender the unit, instead of making the payment, thus the complainant himself was responsible for delay in completion of the project and not the respondent being promoter.

Finally, prayer is made to reject the claim for compensation.

8. With due regards to the rival contentions and facts on record to decide the lis, this Forum possess following questions to be answered;

- (a) Whether there exist relationship of allottee and promoter between the complainant and respondent, or the complainant is an investor as is claimed by the respondent?
- (b) Whether the RERA, Act, 2016 and Rules, 2017 bars this Forum to grant compensation when relief of refund with interest has already been granted by Hon'ble Authority?
- (c) What are the factors to be taken note of to decide compensation?
- (d) Whether it is necessary for the complainants to give evidence of mental harassment, agony, grievance and frustration caused due to deficiency in service, unfair trade practice and miserable attitude of the promoter, in a case to get compensation or interest?
- (e) Where under Section 8 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as

'RE(RD)Act,2016') association of allottees is given duty to complete the project, would that exempt promoter to escape financial liabilities accrued against it?

- (f) Whether complainant is entitled to get compensation in the case in hand?

9. Now, this Forum will take on each question posed to answer, to decide the lis in the following manner;

9(a) Whether there exist relationship of allottee and promoter between the complainant and respondent, or the complainant is an investor as is claimed by the respondent?

This question of relationship has already been settled by Hon'ble Authority in its order dated 15.02.2024, at para 14, particularly at its page 16, by holding existence of relationship of allottee and promoter between the complainant and respondent, and the said order has attained finality warranting no different interpretation from this Forum which otherwise is totally in agreement with the same. Hence, this contention of the respondent is found devoid of merit.

9(b) Whether the RERA, Act, 2016 and Rules, 2017 bars this Forum to grant compensation when relief of refund with interest has already been granted by Hon'ble Authority?

The answer to this question is in negative.

This question has been answered by Hon'ble Apex Court in Civil Appeal no.(s) 6745-6749 of 2021 titled as "M/s New Tech Promoters and Developers Pvt. Ltd. v/s State of U.P. & Ors." on dated 11.11.2021, to the effect that relief of adjudging compensation and interest thereon under Section 12,14,18 and 19, the Adjudicating Officer exclusively has the power to determine, keeping in view the provisions of Section 71 read with Section 72 of the Act. The relevant Para of the judgment is reproduced below;

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the Regulatory Authority and Adjudicating Officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the Regulatory Authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the Adjudicating Officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the Adjudicating Officer as prayed that, in our view, may intend to expand the ambit and scope of of the powers and functions of the Adjudicating Officer under Section 71 and that would be against the mandate of the Act 2016."

Thus, in view of above law laid down by Hon'ble Apex Court, the reliefs provided under Section 31 and then Section 71 of the RERA Act, 2016 read with Rule 29 of Rules, 2017 are independent to each other to be granted by two different Authorities.

In nutshell, the plea of bar of granting compensation or interest, is devoid of merit.

9(c) What are the factors to be taken note of to decide compensation?

On this point, relevant provisions of RERA Act, 2016 and also law on the subject for grant of compensation, are as under;

(i) Section 18 - Return of amount and compensation

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) *in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
 (b) *due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every

month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.

Section 18(1) of the Act, 2016, caters for grant of compensation to the allottee who withdraws from the project and its proviso bars the grant of compensation to the allottee who elects to continue with project.

(ii) How an Adjudicating Officer is to exercise its powers to adjudicate, has been mentioned in a case titled as Mrs. Suman Lata Pandey & Anr v/s Ansal Properties & Infrastructure Ltd. Appeal no. 56/2020, by Hon'ble Uttar Pradesh Real Estate Appellate Tribunal at Lucknow dated 29.09.2022 in the following manner;

12.8- *The word "fail to comply with the provisions of any of the sections as specified in sub section (1)" used in Sub-Section (3) of Section 71, means failure of the promoter to comply with the requirements mentioned in Section 12, 14, 18 and 19. The Adjudicating Officer after holding enquiry while adjudging the quantum of compensation or interest as the case may be, shall have due regard to the factors mentioned in Section 72. The*

compensation may be adjudged either as a quantitative or as compensatory interest.

12.9 – The Adjudicating Officer, thus, has been conferred with power to directed for making payment of compensation or interest, as the case may be, “as he thinks fit” in accordance with the provisions of Section 12, 14, 18 and 19 of the Act after taking into consideration the factors enumerated in Section 72 of Act.

(iii) What is to be considered by the Adjudicating Officer, while deciding the quantum of compensation, as the term “compensation” has not been defined under RERA Act, 2016, is answered in Section 71 of the Act, 2016, as per which “ he may direct to pay such compensation of interest, as the case may any be, as he thinks fit in accordance with the provisions of any of those sections,”

Section 72, further elaborate the factors to be taken note of, which read as under;

Section 72: Factors to be taken into account by the adjudicating officer.

72. While adjudging the quantum of compensation or interest, as the case may be, under Section 71, the adjudicating officer shall have due regard to the following factors, namely:—

- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;*
- (b) the amount of loss caused as a result of the default;*
- (c) the repetitive nature of the default;*
- (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.*

(iv) For determination of the entitlement of complainant for compensation due to default of the builder/developer Hon'ble Apex Court in M/s Fortune Infrastructure (now known as M/s. Hicon Infrastructure) & Anr. Vs. Trevor D'Lima and Others, Civil Appeal No.(s) 3533-3534 of 2017 decided on 12.03.2018., has held as under:-

"Thus, the Forum or the Commission must determine that there has been deficiency in service and/or misfeasance in public office which has resulted in loss or injury. No hard-and-fast rule can be laid down, however, a few examples would be where an allotment is made, price is received/paid but possession is not given within the period set out in the brochure. The Commission/Forum would then need to determine the loss.

Loss could be determined on the basis of loss of rent which could have been earned if possession was given and the premises let out or if the consumer has had to stay in rented premises, then on the basis of rent actually paid by him. Along with recompensing the loss the Commission/Forum may also compensate for harassment/injury, both mental and physical."

In the aforesaid case, Hon'ble Apex Court laid down the principle for entitlement of the compensation due to loss or injury

and its scope in cases where the promoter of real estate failed to complete the project and defaulted in handing over its possession. Similarly, Hon'ble Three Judge Bench of the Hon'ble Apex Court in Charan Singh Vs. Healing Touch Hospital & Ors. (2000) 7 SCC 668, had earlier held regarding assessment of damages in a case under Consumer Protection Act, in the following manner;

"While quantifying damages, Consumer Forums are required to make an attempt to serve the ends of justice so that compensation is awarded, in an established case, which not only serves the purpose of recompensing the individual, but which also at the same time, aims to bring about a qualitative change in the attitude of the service provider. Indeed, calculation of damages depends on the facts and circumstances of each case. No hard and fast rule can be laid down for universal application. While awarding compensation, a consumer forum has to take into account all relevant factors and assess compensation on the basis of accepted legal principles, and moderation. It is for the consumer forum to grant compensation to the extent it finds it reasonable, fair and proper in the facts and circumstances of a given case according to the established judicial standards where the claimant is liable to establish his charge."

9(d) Whether it is necessary for the complainants to give evidence of mental harassment, agony, grievance and frustration caused due to deficiency in service, unfair trade practice and miserable attitude of the promoter, in a case to get compensation or interest?

The answer to this question is that no hard and fast rule could be laid to seek proof of such feelings from an allottee. He/she may have documentary proof to show the deficiency in service on the part of the builder and even this Forum could itself take judicial notice of the mental and physical

agony suffered by an original allottee due to non-performance of duties on the part of the promoter, in respect of the promises made to lure an allottee to invest its hard earned money to own its dream house without realising the hidden agendas or unfair practices of the builder in that project.

In nutshell, to award compensation, the Forum can adopt any procedure suitable in a particular case to decide the availability of factors on record entitling or disentitling an allottee to get compensation which is the reason even under Rule 29 of the Rules 2017, it is not compulsory to lead evidence.

9(c) Where under section 8 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as 'RE(RD) Act, 2016') association of allottees is given duty to complete the project, would that exempt promoter to escape financial liabilities accrued against it?

A legal objection is raised in reply to the effect that once the project in question was handed over to the association of allottees (hereinafter referred to as 'AOA'), it is the responsibility and liability of the said AOA to pay the refund with interest, if any, or even the compensation with interest, if any or the responsibility to handover possession was of the AOA. Hence, the present complaint for compensation is not maintainable against the promoter respondent.

On the other hand, this contention has been rebutted by Id. Counsel for the complainant to say that allottee had invested the money with the

respondent whose default forced the HRERA Authority to allow the association of allottees to carry out the remaining development works, hence, it is the promoter only bound to discharge its liabilities accrued in the form of refund or compensation, as the case may be.

(A) Before commenting upon the merits in rival contentions, it would be apt to refer to the following provisions of Section 8 RE(RD)Act,2016, which impose obligations upon Authority consequent upon lapse of or on revocation of registration;

Section 8: Obligation of Authority consequent upon lapse of or on revocation of registration.

Upon lapse of the registration or on revocation of the registration under this Act, the Authority, may consult the appropriate Government to take such action as it may deem fit including the carrying out of the remaining development works by competent authority or by the association of allottees or in any other manner, as may be determined by the Authority:

Provided that no direction, decision or order of the Authority under this section shall take effect until the expiry of the period of appeal provided under the provisions of this Act:

Provided further that in case of revocation of registration of a project under this Act, the association of allottees shall have the first right of refusal for carrying out of the remaining development works.

The perusal of section 8 described above makes it clear that the RERA Authority, if deem appropriate, while exercising its powers under section 8, where project's registration is expired or revoked by the Authority, would first

give an opportunity to association of allottee to carry out the remaining development work and if such Association refuses, then give such task to any other competent authority or may decide other mechanism to get the remaining development works done of project in question. However, the Act, 2016 and the RERA Rules, 2017, are silent as to, on handing over of works to the association of allottees, whether the promoter's rights and the liabilities in the project would also get transferred or assigned to such AOA, as otherwise mandated in respect of third party in Section 15 of the Act 2016, which for ready reference is reproduced below:

Section 15:- Obligations of promoter in case of transfer of a real estate project to a third party.

(1) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority:

Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings as the case may be, in the real estate project made by the erstwhile promoter.

Explanation.— For the purpose of this sub-section, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.

(2) On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and regulations made thereunder, and the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees:

Provided that any transfer or assignment permitted under provisions of this section shall not result in extension of time to the intending promoter to complete the real estate project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided under this Act or the rules and regulations made thereunder.

The perusal of section 15 indicates as to how the promoter can transfer the real estate project to a third party i.e. intending promoter and what would be the role of the intending promoter with respect to rights and liabilities transferred in the said project. It means, it deals with transfer of liabilities by one promoter to another subject subject to the fulfilment of conditions laid, thus, such provisions can't be used in case of a situation arisen under Section 8 of the Act, 2016, in respect of AOA. Further, the intent and purpose of Section 15 of the Act, 2016 can also not applied in respect of AOA because such Association in a project is not a third party but an association of allottees related to the project concerned, having common interest. In other words, the Legislature itself has distinguished the AOA vis-a-vis third party because AOA

22 *Platit*
11/11/2023

is not shown to have got the rights and liabilities of earlier promoter which provision otherwise has been catered for in case of transfer to the third party. Even, provisions of section 11(4)(a),(c), section 17(1),(2) and section 19 of the Act,2016, do not say anything on this aspect and the Haryana Apartment Ownership Act, 1983 read with the Haryana Registration of Societies Act,2012, is also silent on this aspect.

With above described relevant provisions and in the absence of any other provision in the Act,2016 and Rules,2017, to the best of the knowledge of this forum, it is safe to conclude that where the Authority as per procedure has allowed association of allottees to complete the remaining development works, there the Legislature never intended that the AOA would discharge legally enforceable amount against the promoter whose failure had resulted into handing over of development work to AOA.

(B) Moving further, the term AOA do not fall within the definition of the term 'Promoter' given in Section 2(zk). For ready reference, the same is reproduced below;

Section 2(zk) "Promoter" means

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of—

(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

Explanation.— For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;

The AOA since does not develop land into project nor is a development authority or a co-operative society, or a builder, colonizer, etc. and also does not complete incomplete work for sale to general public. it no way is covered under the provisions of section 2(zk)(ii) to (vi). Similarly, association of allottees which is assigned the work of construction left in between by the promoter who was to construct and to convert the building into apartments for its sale, it also do not fall in the ambit of section 2(zk)(i). For the sake of repetition, it would be worth to mention here that AOA is an association of its own people interested in the project's development without looking for any financial benefits, hence, cannot be termed as 'promoters'. Thus, if AOA does not fall in the definition of the term "promoter", the order for grant of compensation cannot be said to be executable against such Association which has come into picture only when the actual promoter mention of which is there in sections 12, 14, 18 and 19, has faltered in execution of its own duties.

(C) Academically also, if the aim and purpose of the term 'AOA' is considered, it becomes clear that the association of allottees has a common interest to work for upliftment of common cause. Such Associations are formed to ensure that the Association as an umbrella take care of welfare oriented steps to be taken for the betterment of its members and for that, if need be, to fight against the builder/promoter to protect common interest,

which means, they have nothing common with the promoter and if not, how could the AOA be asked to bear burden to discharge financial liabilities of the promoter, which had committed violation of the Act, Rules and Regulations leading to unwarranted financial and physical agonies to its allottees. If this be the practical situation, there appears no questions to think that promoter could be exempted to compensate the aggrieved allottee for the agonies faced by later without his fault, at the hands of defaulter/violator promoter.

(D) It is not out of place to mention here that what to talk of AOA paying for legally recoverable amount from the promoter, such association can also not legally be burdened to pay to the concerned government department(s) legally recoverable fee/ penalties payable by the promoter because whatever fee/penalty, as the case may be, to be levied were for gain/ or loss of the promoter who is in the business of sale of project from commercial point of view, which had never been object and scope of handing over of incomplete project to AOA by the RERA Authority. In nutshell, any financial liability of the promoter towards any government agency, can also not be ordered to be discharged by AOA.

In nutshell, having detailed observation made above in mind and in the absence of any legal provision, or, any judicial order of Hon'ble Higher Judicial Forum, in knowledge of undersigned or produced, it is held that the association of allottees assigned work to complete incomplete

development works, within the meaning of section 8 of the Act, 2016, can't be asked to pay for the misdeeds of promoter. Consequently, the answer to above question is in negative.

9(f) Whether complainants are entitled to get compensation in the case in hand?

Before deliberating on this aspect, it is necessary to deliberate upon admitted facts to be considered to decide the lis;

(i)	Project pertains to the year	2009												
(ii)	Date of Allotment	31.05.2011												
(iii)	Proposed Handing over of possession	30.05.2014, 3 years from the date of booking (31.05.2011)												
(iv)	Basic sale price	₹65,85,750/-												
(v)	Total amount paid	₹40,60,750/-												
(vi)	Period of payment	07.06.2011-16.03.2015 <table border="1"> <thead> <tr> <th>Sr. N o.</th><th>Date of payment</th><th>Amount in (₹)</th></tr> </thead> <tbody> <tr> <td>1.</td><td>07.06.2011</td><td>₹40,00,000 /-</td></tr> <tr> <td>2.</td><td>16.03.2015</td><td>₹60,750/-</td></tr> <tr> <td></td><td>Total-</td><td>₹40,60,750 /-</td></tr> </tbody> </table>	Sr. N o.	Date of payment	Amount in (₹)	1.	07.06.2011	₹40,00,000 /-	2.	16.03.2015	₹60,750/-		Total-	₹40,60,750 /-
Sr. N o.	Date of payment	Amount in (₹)												
1.	07.06.2011	₹40,00,000 /-												
2.	16.03.2015	₹60,750/-												
	Total-	₹40,60,750 /-												
(vii)	Reallotment to Sh. T.I. Gupta	29.01.2017												

(viii)	Request for re-allotment	Not mentioned
(ix)	Date of submission of surrender certificate/documents by complainants	01.11.2018; 11.06.2020 and 06.07.2020
(x)	Date of order of Authority under Section 8 of the Act, 2016 i.e. Transfer to Association of Allottees	18.05.2022
(xi)	Occupancy certificate Whether received till Filing of complaint	NO
(xii)	Date of filing of complaint under Section 31 before Hon'ble Authority	11.04.2023
(xiii)	Date of order of Authority	15.02.2024
(xiv)	Date of filing of complaint under Sections 71 read with Rule 29	18.07.2024
(xv)	Date when total refund made, if made	NO

It is a matter of record that the project advertised in the year 2009, did not get completion certificate till filing of the complaint on dated 18.07.2024 and also that the complainant on its part had performed its part of duty by paying more than 60%

Pratik
11/11/2025

of basic price of the unit. Admittedly, the basic price of the plot was ₹65,85,750/- whereas the complainant paid ₹40,60,750/- till dated 16.03.2015.

It is also admitted on record that the complainant did not get possession of the unit allotted till the date is surrendered the unit. There can also be no denial that allottees of the unit generally spend their lifetime earning and they are not at equal footings with that of the promoter, who is in a dominating position. The position of the allottee becomes more pitiable and sympathetic when he or she has to wait for years together to get the possession of a unit allotted despite having played its bid. But, on the contrary, it is the promoter who enjoys the amount paid by allottees during this period and keep on going to delay the completion of the project by not meeting legal requirements on its part to get the final completion from competent Authority about fulfilling which such promoter knew since the time of advertisement of the launch of the project. Further, the conduct of the promoter to enjoy the amount of allottees paid is nothing but misappropriation of the amount legally paid as the promoter did not hand over possession, which the promoter was legally bound to do. It is not out of place to mention here that if the promoter/respondent had a right to receive the money from the

allottee to hand over the possession in time, it is bound to face the consequences for not handing over the possession in time. Here, it is worth to quote a Latin maxim "ubi jus ibi remedium," which means "where law has established a right, there should be a corresponding remedy for its breach." If this be the legal and factual position, the promoter is not only bound to refund the amount but also to compensate the allottee for disappropriate gain or unfair advantage on the part of the promoter within the meaning of Section 72(a) of the Act 2016, of the amount paid. It is not out of place to mention here that as per record, the allottee had paid ₹40,60,750/-. However, it is not in dispute that the respondent neither completed the project, nor handed over possession or even refunded the amount with interest till allottee having been forced to approach Hon'ble HIRERA Authority, Panchkula, to get refund along with interest after having indulged in unwarranted forced litigation by the promoter at the cost of allottees' personal expenses, which it has not got till date. During this period, obviously, the allottee had to suffer inconvenience, harassment, mental pain and agony during the said period bringing its case within the ambit of Section 72(d) of the Act, 2016 as such feelings are to be felt/sensed by this Forum without seeking any proof thereof.

In view of the above, since, the promoters had been using the amount of ₹40,60,750/-, for the last more than 14 years, for the sake of repetition it is held that it can definitely be termed as “disappropriate gain” or “unfair advantage”, as enumerated in Section 72(a) of the Act. In other words, it had been loss to allottee as a result of default on the part of the promoter which continues till date. Thus, it would be in the interest of justice, if the compensation is ordered to be paid to the complainant after taking into consideration, the default of respondent for the period starting from 2011 to till date and also misutilization of the amount paid by the complainants to the respondent. In fact, the facts and circumstances of this case itself are proof of agony undergone by the complainant for so long, hence, there is no need to look for formal proof of the same. Further, there can't be denial to the effect that the allottee must have had to run around to ask the promoter to hand over the possession and also that if the unit provided in time, there was no reason for the complainants to file the complaints/execution petition by engaging counsel(s) at different stages, and also that because of escalation of prices of unit in last 14 years, the complainants may not be in a position to purchase the same unit

Phalit
11/11/2025

now, which amounts to loss of opportunity to the allottee. These factors also enable an allottee to get compensation.

Though, there is the contention of the respondent that the complainant had surrendered the unit thrice because he did not pay the complete amount which is the reason that the project got delayed, so it is the complainant responsible for failure of the project. This Forum is of the view that such contention do not stand to the logic because in normal course when an allottee does not see the desired progress in the project, in the manner it was promised by the promoter and the allottee also not getting any concrete assurance from the promoter to complete the project in time, the allottee seeing the bleak future of his in the project is left with no options but to surrender the same to seek the refund particularly when there is unreasonable and unexplained delay on the part of the promoter to fulfil his promise. Otherwise also, why would an allottee elect to withdraw from the project more so when he has already invested the considerable amount by paying instalments. Obviously, it would only happen when the promoter has by its act and conduct left the allottee in lurch, as apparently the case in hand is. Moreover, had it been the case of the respondent that as a promoter he had completed the project to the maximum but because of some

P. Lalit
11/11/2025

financial constraints including non-payment on the part of allottee like complainant, residual completion could not take place, this Forum may have held the complainants partly responsible for the delay, though the reply of the respondent as such do not show as to how the complainants were at fault in making regular payments of instalments. It means on the face of it, the complainants action for surrender was justified in the given circumstances; in the absence of any proof contrary thereto. It is not out of place to mention here that even till date, the promoter has not been able to complete its responsibilities towards the allottees, which is the reason various litigations are pending adjudication before Hon'ble Authority and this Forum.

Another contention of the respondent, that the complainant had paid only ₹25,10,750/- for the unit as ₹15,00,000/- were paid by the respondent as compensation to the complainant to be added as the sale consideration of unit in question, also do not require any consideration from this Forum as the said contention of the respondent has also been deliberated and discarded by Hon'ble Authority in its order dated 15.02.2024 at its para 14, particularly page 15 of it and this Forum is in agreement with the same. It is not out of place to mention here that even when this Forum gave repeated opportunities to the

respondent to clarify the details of amount paid and received, it either sought adjournments or escaped the proceeding giving right to this Forum to draw an adverse inference against its claim of such payment. Otherwise also, any payment made to family members of the complainant, without any written understanding with complainant, can also not be treated to be the payment made to complainant by the respondent. In brief, this Forum is in agreement with the findings of Hon'ble Authority that a total amount of ₹40,60,750/- was paid by the complainant to the respondent, this plea also rejected. Resultantly, it is held that the respondent has no ground to decline the compensation to the complainant.

In view of the forgoing discussions, the complainant is entitled for compensation.

10. Once, the complainant has been held entitled to get compensation, now it is to be decided how much compensation is to be granted, on which amount, what would be rate of interest and how long the promoter would be liable to pay the interest?

Before answering this question, this Forum would like to reproduce the provisions of Section 18 of the Act, 2016, Rules 15

and 16 of HRERA, Rules, 2017 and also definition of 'interest' given in Section 2(z) of the RERA Act, 2016;

Rule 15 - Prescribed Rate of Interest - [Proviso to section 12, section 18 and sub section (4) and sub-section (7) of section 19]

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.

Rule 16- Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed:- [Section 18 and Section 19].-

(1). Any refund of money along with the interest at such rate as may be prescribed payable by the promoter in terms of the Act, or rules and regulations made there under shall be payable by the promoter to the allottee within a period of ninety days from the date on which such refund alongwith interest such rate as may be prescribed has been ordered by the Authority.

(2) Where an allottee does not intend to withdraw from the project and interest for every month of delay till handing over of the possession at such rate as may be prescribed ordered by the Authority to be paid by the promoter to the allottee, the arrears of such interest accrued on the date of the order by the Authority shall be payable by the promoter to the allottee within a period of ninety days from the date of the order of the Authority and interest for every month of delay shall be payable by the promoter to the allottee before 10th day of the subsequent month.

Section 18 - Return of amount and compensation.

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
 (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.

Section 2(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;

Perusal of provisions of Section 18(1)(b) make it clear that in case of refund or compensation, the grant of interest may be at such rate as prescribed in this behalf in the Act, 2016. It is not out of place to mention here that Section 18(1)(b), not only deals with cases of refund where allottee withdraws from project but also the cases of compensation as is evident from the heading given to this section as well as the fact that it has mention of refund and rate of interest thereon including cases of compensation. However, it bars grant of compensation to allottee who continue with project. Further, perusal of provisions of Section 18(1)(b) of the Act, 2016, indicate that the allottee shall be entitled to get refund or compensation, as the case may be, with interest at the rate prescribed in the Act, 2016.

Rule 15 of the Rules 2017, defines the "prescribed rate" as "State Bank of India highest marginal cost of lending rate+2% with proviso".

Further, Rule 16 of the Rules, 2017, provides for the time limit to refund money and interest thereon and that interest is to be as per the rate prescribed in Rule 15 in the matters covered under Proviso to section 12, Section 18 and Section 19 (4) and 19(7) of the Act, 2016. It further deals with two situations, one, where the allottee has opted for a refund rather than a unit in a project and second case where he has gone for the project but there is delay in delivery. Hence, it cannot be said that

the Rule 16 deals with only one situation out of two mentioned in sub rule (1) and sub rule (2) respectively. It is not out of place to mention here that this Rule 16 deals with cases related to Sections 18 & 19 of the Act, 2016 only in those cases where allottee withdraws from the project. In other words, where allottee continues with project, then is entitled to relief mentioned in proviso to Section 18(1) only as proviso does not cater for grant of compensation where allottee continues with project.

How long the interest would remain payable on the refund or compensation, as the case may be, is provided in Section 2(za) of the Act, 2016, which says that "cycle of interest would continue till the entire amount is refunded by the promoter". In other words, if the provisions of Section 18 read with Rule 15 read with Rule 16 and Section 2(za) are interpreted co-jointly, then it would mean that in case of refund or compensation, as the case may be, the promoter will be liable to pay the interest from the date the promoter received the amount or any part thereof till the date the amount of refund or compensation, as the case may be, or part thereof along with up to date interest is refunded/paid, even if not specified in the order under execution. However, the situation is different in case of an allottee's default in payments to the promoter till the date it is paid. With this legal position, it is safe to conclude in the case in hand,? In view of Explanation (ii) to

Phalit
11/11/2025

Section 2(za) the allottee will be entitled to get the interest up to date of the final payment at the rate prescribed in Rule 15.

RELIEF

11. Reverting back to the facts of the case under consideration, having the above discussed legal position in mind, it is concluded that respondent is directed to make payment of compensation as calculated below in relief; having in mind the provisions of Rule 15;

The calculation of compensation as verified by the Account Branch of Hon'ble Authority is tabulated below:

Amount Paid (in ₹)	Time period	Rate	Compensation Amount (in ₹)
₹40,00,000/-	07.06.2011-11.11.2025	10.85%	₹62,68,625 /-
₹60,750/-	16.03.2015-11.11.2025	10.85%	₹70,320 /-
Total- ₹40,60,750/-			₹ 63,38,945 /-

12. Since, the complainant has been forced to file the complaint to get his legal right of compensation, the complainant is granted ₹30,000/- as litigation charges.

The total compensation comes to ₹63,38,945/-+ ₹30,000/- ₹63,68,945/-(Sixty three lakhs Sixty Eight thousand and nine hundred forty five rupees only).Undoubtedly, the amount of compensation, if calculated with

Phalit
11/11/2025

the relief granted by the Hon'ble Authority, it appears that the allottee has got much more than she spent but it is justified because the property which they had applied in the year 2010, may be costing now much more than the amount which the allottees is ordered to get under the Act, 2016.

13. In these terms, the present complaint is allowed in the manner discussed above. The respondent is directed to pay an amount of ₹63,38,945/-+ ₹30,000/- = ₹63,68,945/- (Sixty three lakhs Sixty Eight thousand and nine hundred forty five rupees only) within 90 days to the complainant. First instalment is to be paid within 45 days from the date of uploading of this order and remaining amount within the next 45 days.

It is further directed that if the payment is not made in the manner directed within stipulated time, in view of the provisions of Section 2(za) of the Act, 2016, the respondent shall be liable to pay interest on delayed payment as per the provisions of Rule 15 of the Rules, 2017, till realization of the amount.

14. **No deduction of Tax at Source**

It is directed that since, the amount so ordered to be paid with interest till realisation of total amount, is in the form of compensation, the respondent will have no authority to deduct Tax at source (TDS) in view of the law laid down in All India Reporter Ltd vs. Kanchan P Dhuri, 8/1422-WPL4804-2020, All India Reporter Ltd. And Anr. vs Ramchandra

Phalit
11/11/2025

Dhondo Datar (AIR 1961 BOM 292), M/s. Beacon Projects Pvt. Ltd versus The Commissioner of Income Tax (ITA No. 258 of 2014) decided by Hon'ble Kerala High Court on 23.06.2015, Parsvnath Developers Ltd. vs. Rajesh Kumar Aggarwal (Civil Appeal Nos. 11248-11249 of 2016, decided on 11.09.2017, Sainath Rajkumar Sarode and 8 Ors. vs. State of Maharashtra and 6 Ors (Writ petition (L) No. 4804 of 2020 decided on 18.08.2021, Madhav Joshi vs Vatika Limited by NCDRC in execution application no. 159 of 2022 in CC/277/2019 decided on 26.04.2024 and Civil Appeal nos. 822-823 of 2024 titled as M/S BPTP LIMITED & ORS. vs. Terra Flat Buyers Association decided by Hon'ble Apex Court on 28.11.2024.

15. The present complaint stands **disposed of** in view of the above observations. File be consigned to record room after uploading of this order on the website of the Authority.


MAJOR PHALIT SHARMA
ADSJ(Retd.)
ADJUDICATING OFFICER
11.11.2025

Note: This judgement contains 41 pages and all the pages have been checked and signed by me.


MAJOR PHALIT SHARMA
ADSJ (Retd.)
ADJUDICATING OFFICER
11.11.2025

Indu Yadav
Law Associate