



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	1272 of 2024
Date of Filing:	14.10.2024
Date of First Hearing:	18.11.2024
Date of Decision:	14.11.2025

Ajay Kumar Jain S/o Late Sh. Sheetal Prasad Jain
R/o House no.167, 3rd Floor, Pocket-2,
Jasola, New Friends Colony, New Delhi-110025.

....COMPLAINANT

VERSUS

M/s Intime Promoters Pvt Ltd. (Now known as TDI Infrastructure Ltd.)
through its Managing Director/Directors/Principal Officers
D-92 G/F, Lajpat Nagar-I, Delhi-110024

....RESPONDENT(S)

CORAM: **Sh. Chander Shekhar** **Member**

Present: - Mr. Anurag Varma, Advocate, for the Complainant
 through VC.
 Mr. Shubhnit Hans, Advocate, for the Respondent.

ORDER:

Present complaint was filed on 14.10.2024 by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017, for violation or contravention of the provisions of the Act of 2016, or the Rules and Regulations made

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thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

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

S.No.	Particulars	Details
1.	Name of the Project	TDI City- Oxford Street, Kundli Sonipat
2.	Name of the Promoter	TDI Infrastructure Ltd.
3.	RERA Registered/Not Registered	Unregistered
4.	Unit No.	Commercial Plot (number not mentioned)
5.	Unit Area	204 sq. yds.
6.	Date of Allotment /Booking	01.02.2006
7.	Date of Builder Buyer Agreement	Not executed.
8.	Due Date of Offer of Possession	31.01.2007 as pleaded by the complainant in his pleadings at Page No.13 of Complaint Book.
9.	Possession Clause in BBA	Not available.

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10.	Total Sale Consideration	₹12,00,000/-
12.	Amount Paid by Complainant	₹12,00,000/-
13.	Offer of Possession	24.06.2006
14.	Occupation Certificate	No

B. FACTS OF THE COMPLAINT

3. Brief facts of the case are that the complainant had booked a commercial unit measuring 204 square yards in the project namely, "Oxford Street, TDI City, Kundli, Sonipat on 01.02.2006 by signing an advance registration form. An amount of ₹12,00,000/- stands paid to the respondent and a copy of receipt dated 30.03.2006 is attached at Annexure C-5. As per the terms and conditions of the booking, the possession of the said unit was to be handed over within 12 months i.e. by 31.01.2007. However, despite the lapse of time, no development work had commenced at the project site and even basic formalities such as demarcation of plots had not been carried out. Nevertheless, the respondent sent a demand letter dated 17.03.2006, raising illegal demands without showing any progress in the project. Subsequently, without allotting any specific plot number to the complainant, the respondent issued a cancellation letter dated 08.05.2008, unilaterally terminating the booking. Feeling aggrieved by the inaction and arbitrary conduct of the respondent, the complainant served a legal notice dated

15.06.2024, demanding a full refund of the amount paid along with appropriate compensation for the undue delay, mental agony, and financial loss suffered due to the respondent's failure to fulfill its contractual obligations. Therefore, the complainant is left with no other option but to approach this Authority. Hence the present complaint has been filed.

C. RELIEF SOUGHT

4. Complainant in his complaint has sought following relief:

- i. This Hon'ble Authority may direct the respondent to pay 'interest' at the prescribed rate on the paid amount of ₹12,00,000/- from the date of receipt of payment till today as well as further till the entire paid amount is refunded along with interest to the complainant by the promoter/respondent in terms of clause 19(4) of the Real Estate (Regulation and Development) Act, 2016;
- ii. This Hon'ble Authority may also direct the Promoter/Respondent to pay interest on the 'Interest Amount' till the realization of the same;
- iii. This Hon'ble Authority may also direct the Promoter/Respondent not to act on the basis of completely one sided unilaterally incorporated arbitrary unfair and illegal clauses of the subject Advance Registration of Booking cum Application against future project for commercial plot to their

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advantage and to the complete disadvantage of the complainant, and, or;

iv. The Respondent/Promoter may kindly be directed to refund the complete paid amount of ₹12,00,000/- with interest @24% per annum from the date of its payment till the date of order of refund and further till realization of the same to the Complainant under Section 19(4) of The Real Estate (Regulation & Development) Act, 2016, if this Hon'ble Authority directs/orders refund due to respondent's inability to complete the project & deliver possession, and, or;

v. The respondent may also be directed to pay ₹50,000/- as the cost of litigation to the Complainant;

vi. Any other relief, which this Hon'ble Authority deem fit & proper in the facts & circumstances of the present case, may also be granted in favour of the Complainant.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

5. On receipt of notice of the complaint, the respondent filed reply on 17.04.2025, which in brief states that due to the reputation of the respondent company, the complainants had voluntarily invested in the project of the respondent company namely, TDI City at Kundli, Sonipat, Haryana. Part completion certificate with respect to 927 acres approx. with respect to the township has already been received on 23.01.2008, 18.11.2013

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and 22.09.2017. The details of such certificates are provided as herein below:

- i. Part completion certificate issued vide Memo no. 5DP-2007/1772 dated 23.01.2008 for land measuring 109.5 acres annexed as Annexure R-2.
- ii. Part completion certificate issued vide Memo no. CC-70-JE(BR)-2013/57692 dated 18.11.2013 for land measuring 415 acres annexed as Annexure R-3.
- iii. Part completion certificate issued vide Memo no. CC-70-PA (SN)-2017/23751 dated 22.09.2017 for land measuring 573.394 acres annexed as Annexure R-4.

6. It is further submitted that due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely-Oxford Street-TDI City, Kundli, Sonipat, Haryana. The complainant's registration was cancelled due to his own failure to comply with the agreed terms of payment schedule. The complainant initially deposited a sum of ₹12,00,000/- under the Advance Registration Form. As per the terms, he was required to pay the next instalment upon receipt of the Offer of Allotment dated 24.06.2006 and to select a unit. However, despite due notice and reminders, the complainant failed to respond or take any further steps. In view of his continued inaction and non-payment, the respondent company was left with no option but to cancel the provisional registration on 08.05.2008. This cancellation was carried out in accordance with the terms and conditions accepted by the

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complainant at the time of registration. The respondent company has always been willing to refund the deposited amount in line with the agreed terms. However, the complainant did not approach the respondent to complete the required formalities for the refund. It is further submitted that the present claim has been raised in the year 2024 i.e. after an excessive and unexplained delay after receiving cancellation in the year 2008. Therefore it is not maintainable.

7. It is further submitted that the complainant cannot be treated as an "Allottee" under Section 2(d) of RERA, as no formal allotment or Builder Buyer Agreement was ever executed between the parties. He only paid an initial registration amount but failed to make further payments as demanded and due to this non-compliance, his provisional registration was cancelled in the year 2008. As per the Indian Contract Act, since the complainant did not fulfil his payment obligations, no valid or binding contract was formed. Therefore, the present complaint is not maintainable under RERA or contract law. When the respondent company commenced the construction of the said project, the RERA Act was not in existence. Therefore, the respondent company could not have contemplated any violations and penalties thereof, as per the provisions of the RERA Act, 2016. The provisions of RERA Act are to be applied prospectively. In support of its contention, a judgment, passed by Hon'ble Apex Court in the matter of *"Newtech Promoters and Developers Pvt Ltd. vs. State of UP and others in*

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Civil Appeal No.6745-6749 of 2021” is referred to in which it was held that application of RERA Act is retroactive in character. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act. There has been default on part of the complainant in making payment towards the booking made in the said project of the company despite reminder sent to the complainant for clearing the outstanding dues. The complainant is miserably sleeping over his rights all the years and delay was on his part only. The present complaint is barred by limitation. Learned counsel for the respondent has prayed that the present complaint may kindly be dismissed with heavy cost, in the interest of justice.

E. REJOINDER FILED BY COMPLAINANT

8. The complainant filed a rejoinder on 28.04.2025 wherein submitting that the respondent has neither refunded the booking amount nor developed the project or given any confirmed plot details to the complainant. The project is still not complete and does not have the required completion/occupancy certificate from the concerned authorities. The respondent is trying to avoid their responsibility to complete the project and hand over the possession of the plot to the complainant. The letter dated 24.06.2006 cited by the respondent is vague as it does not mention any specific plot number, boundaries, or area in the commercial plotted development. The complainant regularly visited the respondent's office and met officials seeking allotment of a specific plot in TDI City, Sonapat, but

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only received verbal assurances which were misleading and fraudulent, showing no real intent to allot the plot. The respondent's claim that they were ready to refund the money is false and frivolous. No refund was ever offered or paid in any form neither by cheque, draft, cash, nor any other method. The letter dated 24.06.2006 is already attached as Annexure C-6 with the complaint. At the same time, they are attempting to mislead the Hon'ble Authority by presenting false and misleading information, which has no connection to the complaint or the unit in question. It is strongly denied that the complainant did not visit the office of the respondent company. In fact, the complainant regularly met sales staff and senior officials to request a specific unit with proper number, size, and boundaries as shown in the layout plan of "TDI CITY - SONEPAT." However, the officials kept giving false verbal promises and never took any real steps to allot the plot.

9. The Real Estate (Regulation and Development) Act, 2016 was enacted to protect property buyers from the fraudulent and exploitative practices of developers. Hon'ble Apex Court in "*Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India & Ors.*", held that the Act applies retrospectively to all the ongoing projects. Despite this, the respondent has failed to obtain the completion certificate even after 19 years since the project has been launched, clearly showing a malicious intent to cheat the complainant and wrongfully retain the money paid for the plot. The

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respondent accepted the complainant's booking and issued a receipt, which as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, gives the complainant rights as an allottee. However, the respondent never allotted a specific plot/unit with defined number, boundaries, or area nor did they send a Builder-Buyer Agreement for signing. It appears the respondent was only interested in taking the complainant's hard-earned money by issuing demand notices without carrying out any actual development on the site.

10. The respondent company had cancelled the complainant's advance booking without allotting any commercial plot or refunding the amount paid. Despite several visits to the respondent's office and repeated requests for allotment of a plot and updates on development work like roads, sewer lines, water supply and drainage, no response or action was taken by the respondent. The claims made by the respondent in its reply are baseless and should be rejected. As per the Real Estate (Regulation and Development) Act, 2016, there is no limitation period for complaints regarding ongoing projects, especially when the Completion Certificate has not yet been issued. Hence, the complaint is within time and fully maintainable.



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

11. During oral arguments learned counsel for the complainant reiterated the submission as made in complaint and insisted upon refund of paid amount of ₹12,00,000/- with interest stating that possession has been unreasonably delayed by the respondent and offer of possession dated 24.06.2006 was made without including therein any interest for the delay caused by it. Learned counsel for the complainant has placed on record some documents in support of his contentions like copy of letter dated 05.07.2006, 10.04.2007, 16.05.2008, 24.05.2012, 21.03.2016 and 19.06.2020 and revised computation sheet for calculation of interest @24% PA on deposited amount. He has argued that vide above said letters, the complainant has desired the status of the progress or development of the plot allotted to him. but all in vain. Learned counsel for the respondent reiterated arguments as were submitted in written statement and further submitted that respondent had already received part completion certificate for the plot in question on 22.09.2017, though same was applied prior to offering of possession and offer of possession was made considering the fact that part completion certificate will be granted by competent authority in the meantime.

Learned counsel for the respondent, while rebutting the arguments advanced on behalf of the complainant, has disputed the authenticity of all

the documents relied upon by the complainant and has requested that the same be verified, as no such communications were ever received by the respondent company. He further contended that the complainant has produced certain documents during the course of proceedings which ought to have been filed at the time of filing the complaint. It has also been argued that the burden of proof lies upon the complainant to substantiate his claims, particularly as the present complaint has been filed after an inordinate delay of nearly fourteen years from the date of alleged cancellation in 2008. On these grounds, the learned counsel for the respondent has prayed for dismissal of the complaint as being devoid of merit.

G. ISSUES FOR ADJUDICATION

12. Whether the complainant is entitled to a refund of the amount deposited by him along with interest in terms of Section 18 of Act of 2016?

H. OBSERVATIONS AND DECISION OF THE AUTHORITY

13. The Authority has carefully considered the submissions made by both the complainant and the respondent. In light of the background of the matter as recorded in this order and the arguments advanced by both parties, the Authority observes as follows:

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- (i) With regard to the plea raised by the respondent that provisions of RERA Act, 2016 are applicable with prospective effect only and therefore same were not applicable as on booking dated 01.02.2006 or on 24.06.2006 when the complainant was allotted commercial plot

measuring 204 sq. ft. in "Oxford Street, TDI City, Kundli, Sonipat", it is observed that issue regarding operation of RERA Act, 2016 whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in "*Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*". Relevant part is reproduced below for reference:-

"54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."

Further, in the said judgment, it has already been held that projects for which the completion certificate has not been granted by the competent authority fall within the ambit of the definition of "ongoing projects," and hence, the provisions of the RERA Act, 2016 are applicable to such real estate projects. Moreover, as per Section 34(e) of the said Act, it is the function of the Authority to ensure compliance with the obligations cast upon the promoters, allottees, and real estate agents under the Act, as well as the rules and regulations made thereunder. Therefore, this Authority has complete

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jurisdiction to entertain the present complaint. Since the completion certificate for the project in which the allottee/complainant was allotted a plot has not yet been obtained by the respondent-promoter, the project squarely falls within the ambit of an ongoing project under the provisions of the Act.

(ii) With respect to the objection raised by the respondent that complainant herein is an investor and have invested in the project of the respondent company for the sole reason of investing, earning profits and speculative gains, it is observed that the the complainant herein is the allottee/homebuyer who has made a substantial investment from his hard earned savings under the belief that the promoter/real estate developer will handover possession of the booked unit in terms of payment plan provided by way of Advance Registration Form annexed at Annexure C-4, page No.35 of the Complaint but his bonafide belief stood shaken when the promoter failed to handover possession of the booked unit till date without any reasonable cause. At this stage, the complainant has approached this Authority for seeking refund of paid amount with interest in terms of provisions of RERA Act, 2016 being allottee of respondent-promoter. As per definition of 'allottee' provided in clause 2(d) of RERA Act, 2016, the present complainant is duly covered under this definition



and is entitled to file the present complaint seeking the relief claimed by him. Clause 2(d) of RERA Act, 2016 is reproduced for reference:-

“Allottee-in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter and includes the person who subsequently acquires the said allotment through sale, transfer, or otherwise but does not include a person to whom such plot, apartment or building as the case may be, is given on rent”.

The complainant was allotted a commercial plot in the project developed by the respondent/promoter, which fact is duly evidenced from the offer of possession dated 24.06.2006. Furthermore, the definition of “allottee” under Section 2(d) of the RERA Act, 2016 does not draw any distinction between an allottee who has been allotted a unit for self-use or for investment purposes. Accordingly, the plea raised by the respondent seeking dismissal of the complaint on the ground that the complainant is an investor is devoid of merit and is hereby rejected.

(iii) The respondent has also raised an objection that the present complaint is barred by limitation. In this regard, the Authority is of the considered view that the law of limitation does not apply to complaints filed under the provisions of the RERA Act, 2016. The RERA Act is a special enactment and does not prescribe any specific period of limitation for filing a complaint before the Authority. In

terms of Section 29(2) of the Limitation Act, 1963, the provisions of the Limitation Act apply only insofar as they are not expressly excluded by a special or local law. Therefore, in the absence of any prescribed limitation period under the RERA Act, the Limitation Act has no direct applicability. For ready reference, Section 29 of the Limitation Act, 1963, is reproduced below:

Section 29 - Limitation Act, 1963

29. Savings— (1) Nothing in this Act shall affect section 25 of the Indian Contract Act, 1872 (9 of 1872).

(2) Where any special or local law prescribes for any suit, appeal or application a period of limitation different from the period prescribed by the Schedule, the provisions of section 3 shall apply as if such period were the period prescribed by the Schedule and for the purpose of determining any period of limitation prescribed for any suit, appeal or application by any special or local law, the provisions contained in sections 4 to 24 (inclusive) shall apply only in so far as, and to the extent to which, they are not expressly excluded by such special or local law.

(3) Save as otherwise provided in any law for the time being in force with respect to marriage and divorce, nothing in this Act shall apply to any suit or other proceeding under any such law.

(4) Sections 25 and 26 and the definition of "easement" in section 2 shall not apply to cases arising in the territories to which the Indian Easements Act, 1882 (5 of 1882), may for the time being extend.

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Even, section 18(2) of RERA Act, 2016, brings the complaint out of the purview of Limitation Act, 1963.

Further, the Hon'ble Apex Court, in *Consolidated Engg. Enterprises v. Irrigation Department*, (2008) 7 SCC 169, has held that the provisions of the Limitation Act, 1963, are not applicable to quasi-judicial authorities or tribunals unless specifically provided for in the statute governing such bodies. A similar view has been reiterated by the Hon'ble Supreme Court in *M.P. Steel Corporation v. Commissioner of Central Excise*, (2015) 7 SCC 58, wherein it was observed that the Limitation Act would not apply to proceedings before quasi-judicial forums created under special enactments.

Notwithstanding anything stated hereinabove, even assuming that the law of limitation were applicable to quasi-judicial proceedings, which otherwise is not the case, it would still have no bearing in the present case, as the project remains incomplete till date. Consequently, the cause of action continues to subsist and the complainant's claim for refund along with interest remains live and enforceable until the project is completed or the matter is finally adjudicated.

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(iv) Factual matrix of the case is that the complainant booked a 204 sq. yds commercial unit in the project namely, "Oxford Street, TDI City, Kundli, Sonipat" on 01.02.2006 and paid ₹12,00,000 (receipt dated 30.03.2006 is annexed at Annexure -5). The respondent had

promised possession within 12 months i.e. by 31.01.2007, but no development work even started as yet. Despite this, the respondent sent a demand letter on 17.03.2006 asking for more money without showing any progress. Later, without allotting a specific plot, the respondent cancelled the booking on 08.05.2008 without the complainant's consent. The complainant then sent a legal notice on 15.06.2024, asking for a full refund with interest for delay, mental agony, and financial loss.

(v) The complainant as well as the respondent have not specified any deemed date of possession in their respective submissions. It is noted that no Builder-Buyer Agreement has been executed between the parties, nor has the allotment letter been placed on record. In the absence of these vital documents, it is not possible to precisely ascertain the date on which possession of the said unit was to be delivered to the complainant. In *Appeal No. 273 of 2019, TDI Infrastructure Ltd. v. Manju Arya*, the Hon'ble Appellate Tribunal referred to the observations of the Hon'ble Supreme Court in *M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr. v. Trevor D'Lima & Ors., 2018 STPL 4215 SC*, wherein it was held that a period of three years constitutes a reasonable time for completion of construction and delivery of possession. In the present

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case, the complainant booked the plot on 01.02.2006. Accordingly, taking a period of three years from the date of allotment as a reasonable time for completion of development work and delivery of possession, the deemed date of possession is computed as 02.02.2009. The respondent has failed to fulfil its contractual obligations within this reasonable period and has not provided any cogent justification for the delay.

(vi) It is further observed that vide letter dated 24.06.2006, the respondent offered possession of the subject unit to the complainant, accompanied by an additional demand of ₹6,01,800/-. The complainant did not accept this offer on the grounds that it was unsupported by an occupation certificate and was accompanied by unjustified additional demands. Further, no interest for the delay of approximately eight years was accounted for by the respondent. The respondent contended that the complainant neither accepted the offer of possession issued in 2006 nor challenged the same thereafter. In furtherance of the said offer, a letter dated 08.05.2008 was issued by the respondent with the subject "Cancellation of the Registration of Plot." In this regard, during the hearing, a specific query was raised to the complainant regarding whether any communication had been addressed to the respondent objecting to the offer of possession dated

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24.06.2006 or the cancellation letter dated 08.05.2008. In response, learned counsel for the complainant submitted that letters dated 05.07.2006, 10.04.2007, 16.05.2008, 24.05.2012, 21.03.2016 and 19.06.2020 were sent to the respondent, bearing the respondent company's stamp and signatures. A perusal of the record reveals that apart from the letter dated 08.05.2008 titled- "Cancellation of the Registration of Plot,". There is no subsequent correspondence from the respondent to the complainant regarding the offer of possession. The respondent has disputed the authenticity of the documents relied upon by the complainant and has contended that no such communications were ever received by the respondent company. However, the record reveals that the complainant has placed on file copies of several letters, including the cancellation letter dated 08.05.2008, which bears the signature of the authorised signatory of the respondent company. The respondent has not produced any contrary evidence or proof to establish that the said letter was forged or fabricated. It is a settled proposition of law that mere denial, without any supporting material, cannot displace documentary evidence that appears prima facie genuine. The Hon'ble Supreme Court in *K.B. Saha & Sons Pvt. Ltd. v. Development Consultant Ltd., (2008) 8 SCC 564*, held that where documentary evidence is available and is not effectively rebutted by cogent proof, such documents must

be presumed to be genuine and acted upon. Further, in *Fortune Infrastructure (now known as Hicon Infrastructure) & Anr. v. Trevor D'Lima & Ors., (2018) STPL 4215 SC*, the Hon'ble Apex Court observed that a promoter cannot indefinitely delay possession or evade liability by relying on technicalities and that a reasonable period of three years from the date of allotment is an acceptable timeframe for completion and delivery of possession.

In the present case, the respondent has failed to produce any acknowledgment or proof of refund of the complainant's deposited amount nor any credible record of communication subsequent to the alleged cancellation. The Authority, therefore, finds that the plea of the respondent that the complaint is not maintainable due to non-receipt of documents or due to delay lacks merit. The cancellation letter having been placed on record by the complainant and unrebutted by substantive evidence, it stands established that the respondent did not act in good faith and failed to fulfil its obligations in accordance with the RERA Act, 2016. Accordingly, the Authority holds that the contractual relationship between the parties continues to subsist, and the respondent's objection to the maintainability of the complaint is hereby rejected.



(vii) Keeping in view the aforesaid submissions, the Authority observes that the respondent was under a contractual and statutory obligation to deliver possession of the booked plot by 02.02.2009. Although an offer of possession was made vide letter dated 24.06.2006, it was not supported by an occupation certificate and was accompanied by unjustified additional demands and ignored the interest due to the complainant for the delay. The said offer of possession dated 24.06.2006 cannot be considered valid in the eyes of law. The complainant was, therefore, not bound to accept the said offer. Further, the respondent has not made any subsequent valid offer of possession duly supported with the requisite part-completion certificate or completion certificate. Be that as it may, the fact remains that the respondent has been in receipt of the total amount of ₹12,00,000/- paid by the complainant since the year 2006, while no valid offer of possession has been made even after a delay of almost 19 years. The complainant has unequivocally stated that he seeks refund of the entire paid amount along with interest on account of the inordinate delay in delivery of possession. The Authority finds this claim to be justified and enforceable under the provisions of the RERA Act, 2016.



(viii) Further, the Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh & Ors.*, Civil Appeal Nos. 6745–6749 of 2021, has clarified that an allottee has an unqualified right to seek refund of the amount deposited if the promoter fails to deliver possession in accordance with the terms agreed between the parties. In particular, paragraph 25 of the judgment emphasizes that the right of the allottee to claim a refund along with applicable interest is absolute and cannot be denied on the ground of procedural delays or technicalities. Para 25 of the said judgment is reproduced below for ready reference:

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

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project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.”

In the present case, the respondent has neither delivered possession nor made a valid offer supported by the requisite completion/part-completion certificate. Consequently, the complainant's claim for refund of the total paid amount along with interest is fully supported by the law as laid down by the Hon'ble Supreme Court.

(ix) The Authority observes that the project/unit in question has not been completed within the stipulated timeframe. In such circumstances, the complainant cannot be compelled to accept possession of the unit after a delay of 19 years from the date of booking. Considering the prolonged inordinate delay and the statutory and contractual obligations of the respondent, the Authority finds it a fit case for directing refund of the entire amount paid by the complainant along with interest. The complainant's claim is, therefore, held to be just and enforceable under the provisions of the RERA Act, 2016.

(x) The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

(xi) As per the website of the State Bank of India (<https://sbi.co.in>), the highest Marginal Cost of Lending Rate (MCLR) as on 14.11.2025 is 8.85%. Accordingly, in terms of RERA rules, the prescribed rate of interest for the refund shall be $MCLR + 2\% = 10.85\%$ per annum, calculated from the date of deposit of each installment until the date of actual payment.

(xii) Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]
(1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%; Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it

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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”.

14. In view of the foregoing findings, the Authority directs the respondent to refund the entire amount of ₹12,00,000/- deposited by the complainant along with interest at the rate prescribed under the RERA Act, 2016. The Authority has calculated the total refundable amount along with interest at the prescribed rate of 10.85% per annum till the date of this order. The total amount payable by the respondent to the complainant works out to ₹37,77,365/-, as detailed in the table below:

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 14.11.2025
1.	₹2,00,000/-	01.02.2006	₹4,29,660/-
2	₹10,00,000/-	03.02.2006	₹21,47,705/-
Total	₹12,00,000/-		₹25,77,365/-
Total Payable to the Complainant		₹12,00,000/- plus ₹25,77,365/- = ₹37,77,365/-	

15. The complainant has sought statutory compensation on the amount deposited with the respondent along with interest, mental agony, and litigation costs. However, the complainant has not specified any concrete grounds or factors for claiming such compensation in the pleadings, nor was this issue substantively argued during the hearing. In this regard, it is

observed that the Hon'ble Supreme Court of India in **Civil Appeal Nos. 6745–6749 of 2027, *M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra)***, has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18, and 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainant is, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

16. With respect to relief at Serial No. (i) mentioned in Paragraph 4 of this order, the Authority observes that the refund of the paid amount under the provisions of Section 18 of the RERA Act, 2016 and Rule 15 of the HRERA Rules, 2017 is awarded with interest until actual realization. Consequently, there is no necessity to pass separate directions regarding pendent-lite interest or future interest, as the award of refund with interest itself covers the period from the date of deposit until actual payment. The complainant has prayed for interest at the rate of 24% per annum. However, the RERA Act, 2016, in conjunction with Rule 15 of the HRERA Rules,

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2017, prescribes interest at the rate of SBI MCLR + 2%, which, as on date, works out to 10.85% per annum. As a settled position of law, a relief cannot be granted in excess of the relief sought in the complaint. Nevertheless, in view of inadvertent errors or omissions on the part of counsel, the complainant should not be prejudiced and the interest is accordingly awarded at the prescribed statutory rate.

I. DIRECTIONS OF THE AUTHORITY

17. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the RERA Act, 2016, to ensure compliance with the obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act, 2016:

(i) Respondent is directed to refund the entire amount of ₹12,00,000/- with interest of ₹25,77,365/- to the complainant i.e. ₹37,77,365/- in total within 90 days from the date of passing of this order. It is further clarified that respondent will remain liable to pay interest to the complainant till the actual realization of the amount.

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(ii) The respondent-promoter is directed to comply with all the directions issued in this order within a period of 90 days from the date of receipt of this order, as provided under Rule 16 of the Haryana Real Estate (Regulation & Development) Rules, 2017.

18. Accordingly, the case is **Disposed of**. File be consigned to the record room after uploading of order on the website of the Authority.


(CHANDER SHEKHAR)
MEMBER

14.11.2025
Narinder Kaur
(Law Associate)