



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2628 of 2022
Date of filing:	04.10.2022
First date of hearing:	24.11.2022
Date of decision:	18.11.2025

Shakti Singh

R/o H-72B, Sector 13, Part-2
Hisar, Haryana

.....COMPLAINANT

Versus

1. Jindal Realcon Pvt. Ltd.

13th floor, Bigjos Tower, Netaji Subhash Palace,
Wazipur, District Centre-, Delhi 110034

2. Sh. Ajay Singhal,

Flat no. 1673, Neelkanth Apartment,
Sector-13, Rohini, Delhi

3. Sh. Pankaj Kapoor,

Flat no. 1900, Nagina Apartment,
Sector-54, Gurugram

4. Sh. Manoj Goel,

A-56, Suraj Nagar, Azadpur
Delhi.

5. Director General, Town and Country Planning, Haryana

[Signature]

6. Committee constituted under provision of Section 19 of Haryana Development and Regulation of Urban Areas Act, 1975 through its Chairman cum Administrator, HSVP

.....RESPONDENTS

CORAM: Dr. Geeta Rathee Singh

Member

Present: - Adv. Anu Garg, Ld. Counsel for the complainant through VC .

Adv. Gaurav Gupta, Ld. Counsel for the respondent no. 2 and 4

ORDER (DR. GEETA RATHEE SINGH –MEMBER)

1. Present complaint has been filed by the complainant on 04.10.2022 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the RERA, Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.



B. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name and location of the project	'Gold N Green" Sector 10/11 Sonipat.
2.	RERA registered/not registered	Registered
3.	Date of booking	17.11.2006
4.	Date of provisional allotment	10.09.2011 (as claimed by complainant in its pleadings; however no document has been attached in support of it)
5.	Date of execution of Flat Buyer Agreement	Not executed
6.	Unit No.	Not available
7.	Super area	1550 sq. ft.
8.	Deemed date of possession	Cannot be determined
9.	Basic Sale price	Cannot be determined
10.	Amount paid by the complainant	3,00,000/-
11.	Offer of possession	Not offered



C. FACTS OF THE COMPLAINT

3. That respondents No.2 to 4 are the Directors and Promoters of respondent No.1-Jindal Realcon Pvt. Ltd. Respondents published and advertised a project with name of 'Gold N Green' at Sector 10/11, Sonapat, Haryana with an assurance that the respondents have Developers License from the Govt. and they will develop a beautiful housing complex without any price escalation, a price list (Annexure C-1) also circulated, showing attractive price and further that the balance payment is to be paid in 10 quarterly construction based installment.

4. Attracted by the publication and advertisement of the respondents, complainant booked a three bed room flat having an area of 1550 sq. feet in the housing project 'Gold N Green' and paid booking amount of Rs.3 Lacs vide cheque No.527091 dated 08.11.2006 drawn at Haryana Gramin Bank, Branch Office, Charkhi Dadri. Receipt No.002039 dated 17.11.2006 (Annexure C-2) of the payments made was issued to the complainant. A duly filled application form (Annexure C-3) was submitted to the respondents, wherein the details of payment made to the respondent were mentioned. The amount paid by the complainant to the respondents have been debited from his account against the booking amount of Rs.3 Lacs paid vide Cheque No.527091 dated 08.11.2006, which is duly depicting



in the account statement (Annexure C-4) of the complainant. Respondent issued Customer ID : JRCC001 DC302 to the complainant.

5. That the complainant has received a letter dated 10.09.2011 from the respondents bearing reference No.JRPL/2011-12/EDC/IDC, Demand/106, whereby flat no.40502 has been shown allotted provisionally to the complainant and payment of Rs.3,41,250/- was demanded by the respondents. Complainant had visited the registered office of the respondents and found that the respondents have closed their office and the office space upon which the respondents were operating the office was occupied by some other company. Thereafter, complainant visited the site of housing project at Sonapat and found that no construction has been started by the respondents and the complainant has been cheated by the respondents in the name of above said project. It is pertinent to mention here that the respondents have cheated large number of persons in similar fashion and they have no intention to start the project as published by them.

6. That some allottees have submitted a complaint to the police and FIR No.228 dated 22.11.2011, under Section 406, 409, 420, 120-B IPC, Police Station BOW, Mandir Marg, Delhi has been registered against the respondents. Complainant had also visited respondents No.2 to 4 and requested to returned the money of the complainant with interest @ 24% per annum. Initially the respondents No.2 to 4 agreed that they will return the amount within interest,



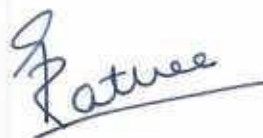
which was deposited by the complainant, but later on they started make excuses on one pretext or the other. The respondents have neither constructed the flat nor returned the money of the complainant with interest.

7. That on repeated requests and visits to the respondents, the amount deposited by the complainant to the respondents was not returned to the complainant, hence legal notice dated 17.05.2022 (Annexure C-5) was served upon the respondents with request to refund the amount with interest @ 24% per annum, but the respondents neither replied to the legal notice nor returned the amount with interest deposited by the complainant. Under the provisions Section 18(1)(a) and 19(4) of The Real Estate (Regulation & Development) Act, 2016 and under Rule 15 and 16 of The Haryana Real Estate (Regulation & Development) Rules, 2017, the complainant is entitled to get his invested amount refunded with interest and compensation for loss and damage sustained on failure of the respondent's obligations. Hence, the present complaint.

D. RELIEFS SOUGHT

8. Complainant has sought following reliefs:

- i. To direct the respondents to refund the entire deposited amount of Rs.3,00,000/- (Rupees Three Lacs only) which has been deposited against the property in question so booked by the complainant, along with 24% interest on the amounts compounded annually from the



respective dates of deposit till its actual realization according to Section 18(1) Real Estate (Regulation and Development) Act 2016 read with Rule 15 & 16 of Haryana Real Estate (Regulation & Development) Rules.

- ii. To direct the respondents to pay a sum of Rs. 10,00,000/- on account of grievance and frustration caused to the complainant by the miserable attitude of the respondents and deficiency in service and for causing mental agony cause to complainant along with interest from the date of filing the present complaints till its realization.
- iii. The registration, if any, granted to the Respondent for the project namely, "GOLD N GREEN", situated in the revenue estates of Sonapat, District Sonapat, Haryana, under RERA read with relevant Rules may kindly be revoked under Section 7 of the RERA for violating the provisions of The Act.
- iv. The complainant may be allowed with costs and litigation expenses of Rs. 1,50,000/-;
- v. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the instant complaint. Any other relief that this Hon'ble authority deems fit in the facts and circumstances.



E. REPLY ON BEHALF OF RESPONDENT NO. 2 AND 4

9. Respondent no. 2 and 4 had made following submissions in its reply dated 10.02.2023-

- i.) It is respectfully submitted that a License no. 1283 of 2006 was granted in favour of M/S Jindal Realcon Private Limited for development of a residential group housing colony in the revenue estate of village Rajupur, Sector 10-11, Sonipat. Said Licence was valid upto 28-11-2008. Though company had timely applied for renewal of license, yet because of certain unavoidable circumstances and for non rectification of deficiencies pointed out by the authority, renewal of said license was refused by the authority vide no. LC-785-JE (SS) - 2012/ 20349 dated 10-10-2012 and as a result said license was cancelled in the year 2012.
- ii.) Consequent of the cancellation of the license, as per provisions of section 19 of the Haryana Development and Regulations of the Urban Areas Act, 1975, the Director, Town & Country Planning Department, Haryana was to carry out or cause to be carried out the development works in the licensed colony and recover such charges as the Director may have to incur on the development works from the Colonizer and Plot holders.



- i. Administrator, HUDA, Rohtak Chairman
- ii. Senior Town Planner, Rohtak Member Secretary.
- iii. District Town Planner, Rohtak Member.
- iv. Executive Engineer, HUDA, Sonapat. Member.

iv.) That colonizer/ respondent company was restrained from selling of any unsold property in the said colony. The General public was also advised not to indulge in any sale/ purchase/ transaction with the colonizer in respect of the said colony.

v.) It is, therefore respectfully prayed that in view of facts stated above and since answering respondent was deprived by the Town & Country Planning Department itself from doing any business or to carry out any development activity, the complaint may kindly be disposed of in terms of the order passed by the Town & Country Planning Deptt. Haryana.

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**F. ORAL SUBMISSIONS OF LEARNED COUNSEL FOR
COMPLAINANT**

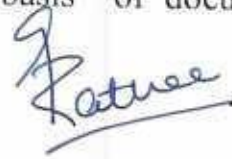
10. Ld. Counsel for the complainant stated that present case is a simple case of refund in which builder buyer agreement has not been executed between the parties and there has been no demand letters/communication in respect of the possession or allotment from the year 2006 onwards. Complainant seeks refund of his paid amount along with interest.

G. ISSUE FOR ADJUDICATION

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

H. OBSERVATIONS AND DECISION OF AUTHORITY

12. The Authority has gone through documents on file. On perusal of file it is observed that reply has been filed on behalf of respondent no.2 and 4. No reply has been filed on behalf of respondent no.1,3 and 5 despite numerous opportunities been granted to them. Hence, this Authority is constrained to proceed ex-parte against respondent no. 1,3 and 5. The proceeding before Authority are summary in nature and can be adjudicated on the basis of documents filed by the



parties. Therefore, considering the documents on file Authority observes that it is a matter of record that complainant booked/applied for a unit in respondent's project "Gold N Green" by way of application form. Along with said form booking amount of Rs 3,00,000/- was paid to the respondent no. 1. As a proof of it, receipt bearing no. 02039 dated 17.11.2006 issued by the respondent no. 1 is attached by complainant. In total, an amount of Rs 3,00,000/- stands paid to the respondent no.1. However, respondent no.1 even after receipt of Rs 3,00,000/- did not allot any unit in particular to complainant nor issued any letter or executed builder buyer agreement. Therefore, the complainant has been requesting the respondents to refund the amount of Rs 3,00,000/-.

13. Perusal of reply filed by respondent no. 2 and 4 duly clarifies that renewal of license for the project in question could not get processed out due to certain deficiencies and ultimately administration of the colony was taken by the committee (respondent no. 6) after cancellation of license in year 2012. It clearly establish the fact that project in question is not being getting developed by the respondent no. 1 as on date.



14. Complainant in its complaint had initially impleaded total 4 respondents and thereafter respondent no. 5 and 6 was impleaded vide application dated 27.03.2023. No reply has been filed by any of the respondents except respondent no. 2 and 4. However, it is not clarified in the relief sought as to what reliefs are sought against each of them. This query was raised to Adv. V.P. Sangwan, ld. counsel for complainant at the time of hearing proceedings dated 12.08.2025. To this, he replied that relief of refund be awarded against respondent no. 1 only since receipt of amount has been issued by respondent no. 1 and no other relief pertains to any other respondent. Accordingly, no directions are passed against respondent no. 2, 3, 4, 5 and 6 in this order.

15. The main grievance of complainant is that respondent no. 1 has not refunded him the booking/advance amount of Rs 3,00,000/-. No reply has been filed on behalf of respondent no. 1 despite adequate opportunities since filing of complaint in the year 2022. Therefore, in present case, respondent no. 1 is being proceeded ex-parte. Authority observes that privity of contract was between complainant and respondent no. 1 as receipt of an amount of Rs. 3,00,000/- dated 17.11.2006 was issued by respondent no. 1 to the complainant.



Therefore, relationship of promoter and allottee exists between respondent no.1 and the complainant. Respondent no.1 has neither issued allotment letter in favour of the complainant nor has executed builder buyer agreement. Also, no justification has been provided by respondent no. 1 for not refunding the amount till date. As observed in preceding paragraph, license no. 1283 of 2006 in favour of respondent no.1 has been cancelled by Department Town and Country Planning in the year 2012 so there is no scope of completion of project of the respondent. Conduct of respondent implies that respondent is holding the money of complainant since year 2006, enjoying the benefit of it without having any intention to return it. Complainant cannot be made to wait endlessly for the possession therefore, Authority finds it a fit case for awarding refund of paid amount with interest under section 18 of the RERA Act, 2016.

16. 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 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;

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

"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate + 2%: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".

18. Consequently, as per website of the state Bank of India i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date i.e. 18.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

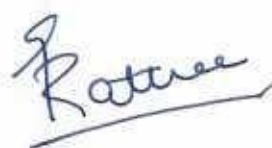
19. Complainant herein is claiming interest at the rate of 24%. It is pertinent to mention here that the legislature in its wisdom in the subordinate legislation under the provisions of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so



determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

20. Respondent no. 1 will be liable to pay the complainant interest from the date the amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainant the paid amount of ₹3,00,000/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.85% (8.85% + 2.00%). Authority has got calculated the total amount along with interest calculated at the rate of 10.85% till the date of this order and total amount works out to ₹ 9,19,074/--as per detail given in the table below:

Sr.no.	Principal Amount	Date of payment	Interest Accrued till 18.11.2025
1.	3,00,000/-	17.11.2006	6,19,074/-
Total=	3,00,000/-		6,19,074/-
Total amount to be refunded to the complainant = ₹3,00,000/- + ₹6,19,074/- = ₹ 9,19,074/-			



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

22. In respect of relief clause (iii), it is to mention here that complainant has neither argued nor pressed upon said relief at the time of arguments. So, no directions are required to be passed with respect to said relief clause.



I. DIRECTIONS OF THE AUTHORITY

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

- (i) Respondent no.1 is directed to refund the entire amount of ₹3,00,000/- with interest of ₹ 6,19,074/- to the complainant. It is further clarified that respondent no.1 will remain liable to pay interest to the complainant till the actual realization of the amount.
- (ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

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


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DR. GEETA RATHEE SINGH
[MEMBER]