



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Complaint no.:	317 of 2025
Date of filing:	22.04.2025
First date of hearing.:	29.09.2025
Date of decision.:	01.12.2025

**Mewa Ram Pratihar**

R/o 254/2, Lodhi Nagar, Gali no.3,  
Bangaon Road, Etah, Uttar Pradesh – 207001.

....COMPLAINANT

VERSUS

**M/s Parsvnath Developers Ltd,**

Parsvnath Tower, near Shahdara Metro Station,  
Shahdara, Delhi- 110032.

....RESPONDENT

**Present:** - None present for the complainant.

Ms. Rupali Verma, Ld. Counsel for the respondent through VC.

### ORDER (NADIM AKHTAR - MEMBER)


1. Present complaint has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia

prescribed that the promoter shall be 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, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Parsvnath Pleasant, Dharuhera, District Rewari. .
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Unregistered
4.	Details of the unit.	T20-202
5.	Date of flat buyer agreement	03.09.2013
6.	Possession clause in flat buyer agreement	<i>Clause 10(a): Construction of the Flat is likely to be completed within a period of thirty six (36) months from the date of start of foundation of the particular Tower in which the Flat is located with a grace period of six(06) months, on receipt of sanction of building plans/ revised building plans and approvals of all concerned authorities including the Fire Service Deptt., Civil Aviation Deptt.,</i>



		<i>Traffic Deptt., Pollution Control Deptt., as may be required for commencing and carrying on construction subject to force majeure, restraints or restrictions from any courts/authorities, non availability of building materials, disputes with contractors/work force etc. and circumstances beyond the control of the Developer and subject to timely payments by the Flat Buyers. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over possession on account of any of such reasons and the period of construction shall be deemed to be correspondingly extended. The date of submitting application to the concerned authorities for issue of completion/part completion/occupancy/part occupancy certificate of the Complex shall be treated as the date of completion of the Flat for the purpose of this clause/agreement.</i>
7.	Due date of possession	Not available
8.	Total sale consideration	₹33,39,000/-
9.	Amount paid by complainant	₹8,34,750/-
10.	Offer of possession	Not given till date





**B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT:**

3. That original allottee, Sunil Kumar Aggarwal booked a unit T-20/202, approximately of an area measuring 1855 sq. mtr on 11.04.2006 in a project of the respondent namely, "Parsvnath Pleasant" situated in Dharuhera, Rewari and paid an amount of ₹4,50,000/-. Thereafter, Sh. Sushil Kumar Aggarwal made another payment of ₹3,84,750/- on 23.08.2013. Thus, total payment of ₹8,34,750/- was paid prior to the execution of flat buyer agreement. That respondent has taken more than 10% of basic sale price of the unit before signing of the flat buyer agreement in violation of section 13 of RERA Act of 2016. Respondent collected more than 10% cost of the flat from the complainant by August 2013 as BSP is ₹33,39,000/- vide page no. 4, Clause no. 3(a) of flat buyer agreement. Flat buyer agreement was signed on 03.09.2013 between the original allottee and respondent.
4. Thereafter said unit was transferred in name of the complainant, i.e, Mewa Ram Pratihar which was duly acknowledged by the respondent on the back side of the receipts dated 11.04.2006 and 23.08.2013 vide endorsement letter dated 07.09.2013.
5. As per clause 10(a) of the agreement, construction of the unit was to be completed within a period of thirty six (36) months from the date of start of foundation of the particular Tower in which the unit is located with a grace



period of six(06) months, on receipt of sanction of building plans/ revised building plans and approvals of all concerned authorities.

6. Complainant has submitted that no development works are being carried out at the site and there is no progress regarding the development of the project since the past many years. None of the facilities as promised in the builder buyer agreement have been constructed at the site.
7. The complainant time and again approached the respondent regarding development and date of completion of the project but no satisfactory reply was given by the representatives of the respondent. Therefore, complainant intend to withdraw from the project of the respondent.
8. The respondent is guilty of deficiency in service and has failed to handover the possession of the unit to the complainant within stipulated time. According to Section 18(1) of the Real Estate(Regulation and Development ), Act, 2016, the respondent is bound to return the entire amount deposited against the unit by the complainant along with prescribed rate of interest on account of deficiency in service.
9. Therefore, the complainant has filed the present complaint seeking refund of paid amount along with interest in terms of RERA, Act 2016 and Rules therein.



### **C. RELIEF SOUGHT**

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

- i. Direct the Respondent to refund the principal sum of ₹8,34,750/- received by the Respondent, to the Complainant with interest from the date of receipts at the prescribed rate as per the Act of 2016.
- ii. Direct the respondent to pay legal expenses of ₹75,000/- incurred by the complainant.
- iii. Any other damages, interest, relief which the Hon'ble Authority, Panchkula may deem fit and proper under the circumstances of the case may kindly be passed in the favour of the complainant and against the respondent.

### **D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

11. Learned counsel for the respondent filed detailed reply on 04.08.2025 pleading therein:

- (i) That the present complaint is not maintainable before this Hon'ble Authority. There is no contravention of the provisions of the Real Estate(Regulation and Development) Act, 2016 on behalf of the respondent, hence the present complaint is not maintainable. No cause of action has been pleaded in the entire complaint, therefore the complaint ought to have been rejected.





- (ii) That present complaint is barred by limitation and this Hon'ble Authority does not have jurisdiction to entertained time barred claim. In recent judgment by the Hon'ble Supreme Court in the case of *Surjeet Singh Sahni vs. State of U.P and others, 2022 SCC online SC 249*, the Hon'ble Apex Court has been pleased to observe that mere representations does not extend the period of limitation and the aggrieved person has to approach the court expeditiously and within reasonable time. In the present case the complainant is guilty of delay and latches, therefore, his claim should be dismissed.
- (iii) That on 14.03.2007, Mr. Sunil Kumar Aggarwal (original allottee ) was allotted a residential unit in the project in question bearing no. T9-503 for as area measuring 1855 sq. ft. That the Basic Selling Price (BSP) was ₹33,39,000/- and complainant had opted for a construction linked payment plan.
- (iv) On 03.09.2013, a builder buyer agreement was executed between the Mr. Sunil Kumar Aggarwal and the respondent. Copy of flat buyer agreement dated 03.09.2013 is annexed as Annexure R-1.
- (v) That on 23.08.2013, vide reference letter no. PDL/T-20-202/Pleasant, the original allottee/the complainant was duly intimated about the shifting of the said unit from T9-503 to T20-202 with updated particulars about new unit with the proper discussion with him. A copy of letter dated 23.04.2013 is annexed as Annexure R-2.



- (vi) The complainant had opted for a construction linked payment plan. All the payment demands have been made as per the agreed payment plan. However, original allottee/the complainant remained a chronic defaulter and was duly informed about non-payment of instalments repeatedly through various reminders dated 17.01.2008, 13.03.2008, 14.04.2008, 09.07.2008, 14.10.2008 and 14.05.2009. Copies of payment reminders are annexed as Annexure R-3.
- (vii) That out of the basic selling price of the unit, i.e, ₹33,39,000/-, the complainant has deposited only ₹8,34,750/- till date to the respondent. Copy of ledger reflecting the amount paid by the complainant to the respondent is annexed as Annexure R-4.
- (viii) That on 04.09.2013, Mr. Sunil Kumar Aggarwal (original allottee) had transferred the said unit to Mr. Mewa Ram Pratihar (complainant) with approval of both the parties in the record of the respondent. That complainant was fully aware about the status of the development of the project.
- (ix) That complainant filed an affidavit dated 27.08.2013 before the respondent. The clause 5 of the said affidavit is being reproduced hereunder as:
- "Clause 5: That I/We shall not be entitled to receive any penalty/compensation in case of delay, if any, in the construction/offer of physical possession of the said plot/flat/shop to*





*me in terms of said Agreement for the period of delay, if any, prior to the date of endorsement of the said Agreement in my/our favour. I/We shall be entitled to receive such penalty/compensation for the period of delay, if any caused after the date of endorsement of the said Agreement in my/our favour.*

A copy of said affidavit dated 27.08.2013 is annexed as Annexure R-5.

- (x) Further, the interests of the complainant were protected under clause 9(c) of the builder buyer agreement in which it is clearly agreed that in case of delay in possession of the unit beyond the stipulated period, subject to force majeure and other circumstances, the respondent shall pay to the buyer compensation of ₹53.80 per sq. metre or @5/- per sq. ft. of the super built up area of the unit per month for the period of delay.
- (xi) With regards to the status of the project in question, respondent has submitted that in the year 2007 the respondent had proposed to develop the said project under various Collaboration Agreements/ Development Agreements with the Landowner and had planned to develop the project for total land admeasuring 112.956 acres (hereinafter referred to as "Project Land"). That on 03.03.2007 DTCP granted the Petitioner ten licenses for establishment of project bearing No. 129 to 138 of 2007 for setting up of a residential colony on area measuring 112.956 acres which is falling in the revenue estate of Village Dharuhera, District, Rewari. The license was valid up to 02.03.2016.



- (xii) Respondent has already applied for renewal of license which was still pending before the DTCP, Haryana. Copies of the License 129-138 of 2007 up to 02.03.2016 and application for renewal up to 02.03.2020 are annexed as Annexure R-6 and Annexure R-7 respectively.
- (xiii) Respondent has completed all the development work in the project related to the infrastructures and basic amenities. It is further submitted that all the basic facilities and amenities like road, electricity, water, sewage, storm water etc, are duly available at the project site.
- (xiv) That the respondent has already obtained all the necessary approvals from the competent authorities. That on 25.05.2016, the Office of Senior Town Planner (STP), Gurgaon affirmed to DTCP, Haryana vide Memo No. STP (G)/ 2016/712 dated 25.05.2016 that all the development works of the project-site as per the approved layout plan have been completed. Copy of the memo no. STP (G)/2016/712 dated 25.05.2016 issued by Senior Town Planner (STP) is annexed as Annexure R-8.
- (xv) That on 21.02.2021, inspection visit at project site was conducted by the Ld. CTP, HRERA, Panchkula and the observations noted by the Ld. CTP, were submitted before the Hon'ble Authority.
- (xvi) That respondent has duly complied with the payment of dues and the respondent is in process of the availing the relief policy for depositing the outstanding dues.





(xvii) That there is no intentional delay on the part of the respondent company.

The project has been delayed for reasons beyond the control of respondent company. Now, the respondent endeavours to streamline and complete the project to offer possession at the earliest and therefore the complaint be dismissed in the interest of justice.

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

12. During the course of hearing on 29.09.2025, "Ld. counsel for complainant while initiating his pleading stated that original allottee booked a unit in the project of respondent namely; Parsvnath Pleasant located at village Dharuhera, Rewari, Haryana. Original allottee, Mr. Sunil Kumar Aggarwal paid an amount of ₹8,34,750/- to the respondent till the year 2013. Flat buyer agreement was executed between the original allottee and respondent on 03.09.2013. On 04.09.2013, respondent endorsed the unit in the name of the complainant. As no construction is going on at the site of the project and the project is in abandoned stage. As respondent failed to fulfill the terms and conditions of the flat buyer agreement and complainant, therefore, complainant wants to withdraw from the project and want refund of the paid amount alongwith interest.

On the other side, ld counsel for respondent stated that it is admitted fact that the original allottee, Mr. Sunil Kumar Aggarwal, booked unit in the project of respondent and original allottee made payment of ₹8,34,750/- to





*the respondent. That all the payments were made by the original allottee, therefore, present complainant has no right to file the present complaint.*

#### **F. ISSUES FOR ADJUDICATION**

13. Whether the complainant is entitled to refund of the amount deposited with the respondent along with interest in terms of Section 18 of Act of 2016?

#### **G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY**

14. Respondent has taken an objection that complaint is grossly barred by limitation. In this regard, Authority places reliance upon the judgment of Apex Court in *Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise* where it has been held that Indian Limitation Act deals with applicability to courts and not tribunals. Further, RERA Act is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act, 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not a Court. The promoter has till date failed to fulfill its obligations because of which the cause of action is re-occurring.
15. Factual matrix of the case is that admittedly, original allottee Mr. Sunil Kumar Aggarwal, applied for registration of a residential unit in the respondent's upcoming project in the year 2006. Original allottee paid an



amount of ₹8,34,750/- till the year 2013. Thereafter, flat buyer agreement was executed between the original allottee and respondent on 03.09.2013 for the unit no.T20-202 on 2<sup>nd</sup> floor, tower T20 in project namely; "Parsvanth Pleasant" situated in Dharuhera, Rewari having approximately 1855 sq.ft of super built up area for the basic sale price of ₹33,39,000/-.

16. Subsequently, original allottee applied for transfer/endorsement of unit in favour of Mr. Mewa Ram Pratihar/ complainant on 04.09.2013 and in compliance of same respondent endorsed the said unit in favour of Mr. Mewa Ram Pratihar/complainant on 07.09.2013 (as per page no. 33 and 35 of complaint file). Meaning thereby, original allottee transferred his rights in the subject unit in favour of the complainant. Respondent in its reply has admitted that original allottee has deposited ₹8,34,750/- towards the sale consideration of unit.
17. Respondent has also taken an objection that complainant had submitted an affidavit dated 27.08.2013 with the respondent to wish his approval for not taking /accepting any penalty/compensation in case of delay, after conducting due diligence to his satisfaction and being aware of the status of the project and possession of the plot. To deal with this objection reference is made to **Civil Appeal no. 12238 of 2019 titled as Pioneer Urban Land & Infrastructure Ltd v/s Govindan Raghavan**. Operative part of the said judgment is being reproduced below:





Section 2 (r) of the Consumer Protection Act, 1986 defines 'unfair trade practices' in the following words : " 'unfair trade practice' means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice ... ", and includes any of the practices enumerated therein. The provision is illustrative, and not exhaustive.

In Central Inland Water Transport Corporation Limited and Ors. v. Brojo Nath Ganguly and Ors.,<sup>4</sup> this Court held that :

"89. ... Our judges are bound by their oath to 'uphold the Constitution and the laws'. The Constitution was enacted to secure to all the citizens of this country social and economic justice. Article 14 of the Constitution guarantees to all persons equality before the law and equal protection of the laws. This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It is difficult to give an exhaustive list of all bargains of this type. No court can visualize the different situations which can arise in the affairs of men. One can only attempt to give some illustrations. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them.

It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however





*unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. This principle, however, will not apply where the bargaining power of the contracting parties is equal or almost equal. This principle may not 4 (1986) 3 SCC 156.*

*It applies where both parties are businessmen and the contract is a commercial transaction. ... These cases can neither be enumerated nor fully illustrated. The court must judge each case on its own facts and circumstances." (emphasis supplied) 6.7. A term of a contract will not be final and binding if it is shown that the flat purchasers had no option but to sign on the dotted line, on a contract framed by the builder. The contractual terms of the Agreement dated 08.05.2012 are ex-facie one-sided, unfair, and unreasonable. The incorporation of such one-sided clauses in an agreement constitutes an unfair trade practice as per Section 2 (r) of the Consumer Protection Act, 1986 since it adopts unfair methods or practices for the purpose of selling the flats by the Builder.*

*7. In view of the above discussion, we have no hesitation in holding that the terms of the Apartment Buyer's Agreement dated 08.05.2012 were wholly one-sided and unfair to the Respondent – Flat Purchaser. The Appellant – Builder could not seek to bind the Respondent with such one-sided contractual terms.*

In this case, respondent promoter and complainant were not having equal bargaining power and respondent promoter was in a dominant position. Complainant was bound to sign on dotted lines of affidavit/undertaking for transfer of rights/ title in the subject matter property in his favor. Said affidavit/undertaking is ex-facie one-sided, unfair, and unreasonable. Therefore said affidavit/undertaking cannot bind the complainant with such one-sided terms.



18. On perusal of record and after hearing both the parties, Authority observes that the respondent in the present complaint has raised a preliminary objection that there is no contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016 and further no cause of action has been pleaded in the entire complaint. In this regard it is observed that the captioned complaint pertains to sale and purchase of an independent unit bearing no. T20-202 in the project being developed by the respondent namely, 'Parsvnath Pleasant' situated at Dharuhera, Rewari. Both parties had executed a flat buyer agreement dated 03.09.2013 in respect of the said unit. Through this agreement the respondent builder had promised delivery of possession of the unit to the allottee/complainant in a stipulated time period. However, the respondent has failed to deliver possession of the booked unit and thus there is a deficiency in service, on account of which the complainant/allottee has filed the present complaint. This is a clear violation and contravention of the terms of the builder buyer agreement dated 03.09.2013 as well as provisions under Section 11(4) of the Real Estate(Regulation and Development) Act, 2016. As per Section 11(4) (a) of the RERA Act 2016, the promoter shall be responsible for all obligations, (responsibilities) and function under the provisions of this Act or the rules and regulations made thereunder or to the allottees, as per the agreement for sale. Since, the respondent has failed to fulfill its obligation,





a cause of action arose against the respondent promoter and in favor of the complainant on account of deficiency in service, thus the complainant/allottee becomes entitled to seek relief in terms of Section 18 of the RERA Act. Therefore, the objection of the respondent that the present complaint is not maintainable is rejected.

19. As per clause 10(a) of the flat buyer agreement, construction of the unit was to be completed within a period of thirty six (36) months from the date of start of foundation of the particular Tower in which the unit is located with a grace period of six(06) months, on receipt of sanction of building plans/ revised building plans and approvals of all concerned authorities. It is pertinent to mention that the particular date of start of foundation of the particular Tower in which the unit is located has not been disclosed by the respondent.
20. Complainant is aggrieved by the fact that despite a lapse of more than 12 years from the date of execution of the agreement, respondent is not in a position to deliver possession of the booked unit as the construction work is not complete at the project site.
21. Admittedly delivery of possession has been delayed beyond the stipulated period of time. Here it is pertinent to mention that exact date of start of construction of the specific Tower has not been given by either of the parties. Moreover, on perusal of the possession clause, this Authority is of the view that clause is completely vague, arbitrary and favouring the respondent only.





Therefore, the deemed date of completion of the unit shall be considered as 36 months from the execution of the flat buyer agreement dated 03.09.2013, which in this case works out to 02.09.2016. Further, it is a matter of fact that the respondent promoter has till date neither handed over possession nor completed the construction of the unit, thus, the respondent has failed to fulfill its obligation to handover the possession within stipulated/agreed time.

22. The respondent has submitted that sincere efforts were made to complete the construction of the project and handover possession to the complainant within stipulated time, however, there was a delay in the construction of project and subsequent delivery of possession due to force majeure conditions. In this regard it is observed that throughout its pleadings, respondent has failed to bring to fore the force majeure conditions which had caused delay in construction of the project. Mere submissions of the respondent without any documentary evidence cannot be accepted. In absence of any proof, the benefit of such circumstances cannot be awarded to the respondent. Respondent cannot be allowed to take the plea of force majeure conditions towards delay caused in construction of the project/delivery of possession as the same did not affect the construction activities at the site of the project during the proposed possession timeline.
23. As per observations recorded in the preceding paragraph possession of the unit should have been delivered to the complainant by 02.09.2016. However, respondent has failed to complete construction of the project and deliver



possession within stipulated time. Now even after a lapse of 9 years from the proposed date of delivery of possession the construction of the project is not complete and the respondent is not in a position to handover possession in foreseeable future. Respondent has submitted that basic infrastructure and facilities are available at site and an offer of possession will soon be made to the complainant, but again the respondent has failed to attach latest photographs of site and/or the unit in question to give weight to its claim with regard to handing over of possession of the unit in foreseeable future. In such circumstances, the complainant who is already waiting since 02.09.2016, cannot be forced to wait further for delivery of possession of the booked unit for an indefinite amount of time. Complainant in this case does not wish to continue with the project on account of inordinate delay caused in delivery of possession and hence is seeking refund of paid amount along with interest as per RERD Act 2016.

24. Further, Hon'ble Supreme Court in the matter of "*Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others* " in CIVIL APPEAL NO(S). 6745 - 6749 of 2021 has observed that in case of delay in granting possession as per agreement for sale, the allottee has an unqualified right to seek refund of amounts paid to the promoter along with interest. Para 25 of this judgement is reproduced below:

"25. *The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act*





*is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession.

25. Authority observes that the project i.e. "Parsvnath Pleasant" is already delayed by several years. It is still not complete and admittedly respondents are not in a position to complete the project within reasonable time. The complainant wishes to withdraw from the project of the respondent, therefore, the Authority finds it to be a case fit for allowing refund in favour of the complainant. So, the Authority hereby concludes that complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of failure on part of the respondent. As per





Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. Section 18 of RERA Act, 2016 is reproduced below for reference:

*"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"*

26. Further, the definition of term 'interest' is defined under Section 2(zd) of the Act which is as under:

*(zd) "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;*

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

***“Rule 15: “Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%:***

*Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”*

28. Hence, Authority directs the respondents to refund to the complainant the paid amount 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 SBI (MCLR)+ 2 % which as on date works out to 10.85% (8.85% + 2.00%) from the date amounts were paid till the actual realization of the amount.

29. Authority has got calculated the interest on total paid amount from date of payments till date of order (i.e 01.12.2025) and same is depicted in the table below:

Sr.no	Principal amount	Date of payments	Interest accrued till 01.12.2025
1.	₹4,50,000/-	11.04.2006	₹9,59,779/-
2.	₹3,84,750/-	23.08.2013	₹5,12,839/-
	Total=₹8,34,750/-		₹14,72,618/-
Total amount to be refunded by respondent to complainant= ₹8,34,750/-+ ₹14,72,618/- = ₹23,07,368/-			

30. Complainant is seeking legal expenses of ₹75,000. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra.), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the



complainants are advised to approach the Adjudicating Officer for seeking the relief for mental torture, agony, discomfort and undue hardship of litigation expenses.

#### H. DIRECTIONS OF THE AUTHORITY

31. 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 is directed to refund the entire paid amount of ₹8,34,750/- with interest of ₹14,72,618/- to the complainant. It is further clarified that respondent 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.

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



.....  
NADIM AKHTAR  
[MEMBER]