



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

DATE : 14.10.2025

Name of the Builder		TDI Infracorp Ltd.		
Project Name		TDI City, Panipat		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of complainant	Appearance on behalf respondent
1.	1865 of 2022	Anurag Aggarwal V. TDI Infracorp Ltd.	Adv. Nidhi Jain	Adv. Harmanpreet Kaur proxy for Adv. Ajay Ghanghas
2.	1866 of 2022	G P Aggarwal V. TDI Infracorp Ltd.	Adv. Nidhi Jain	Adv. Harmanpreet Kaur proxy for Adv. Ajay Ghanghas

CORAM: Dr. Geeta Rathee Singh Member

ORDER (DR. GEETA RATHEE SINGH – MEMBER)

1. This order shall dispose of above two captioned complaints filed by the complainants before this Authority 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 Act of 2016 or the Rules and Regulations made

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

2. The core issues emanating from the above captioned complaints are similar in nature. The complainants in the above referred complaint no. 1865 of 2022 and complaint no.1866 of 2022 complaint booked a unit in the respondent's project namely; TDI City, Panipat being developed by the same respondent/ promoter, i.e.,TDI Infracorp Ltd. The fulcrum of the issue involved in the above captioned cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the unit in question and both the complainant(s) are now seeking refund of their paid amount along with the interest. Therefore, both the captioned complaints are taken up together as a bunch with complaint no. 1865 of 2022 as a lead case for the purpose of disposal of this bunch.

A. UNIT AND PROJECT RELATED DETAILS OF BOTH COMPLAINTS

3. 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:

Sr. no.	Particulars	Details of complaint no. 1865 of 2022	Details of complaint no. 1866 of 2022
1.	Name of project	TDI City	TDI City

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2.	Unit no.	Not mentioned	Not mentioned
3.	Allotment letter	Not issued	Not issued
4.	Agreement to sell	Not executed	Not executed
5.	Basic sale price	Rs.21,87,500/- (as per facts of complaint)	Rs. 15,62,500/- (as per facts of complaint)
6.	Amount paid by complainant	Rs. 4,37,500/-	Rs. 3,12,500/-

B. FACTS OF THE CASE AS STATED IN THE LEAD COMPLAINT

4. Facts of the complaint are that complainant booked a unit in respondents's project namely 'TDI City' located at Panipat by paying Rs. 4,37,500/- on 21.01.2006. Allegedly basic sale price of unit was Rs. 21,87,500/- Further amounts were payable in installments. Out of the basic sale price i.e. Rs.21,87,500/- 10% amount was payable at time of allotment, and rest of the payment were to be made thereafter in installments. However, respondent did not allot the plot and raised demand, vide letter dated 26.12.2007(Annexure-C/2) which is illegal, incorrect and wrong. The installments could never be due until the allotment is done by the respondent. That the respondent even did not specify the particulars of project where the plot was got booked.
5. That the complainant previously filed complaint case no.71/2013, before DCDRC, New Delhi, seeking relief of allotment of plot. In view of change of law, as decided in First Appeal No. 644 of 2015, decided on 07.10.2016, by NCDRC, the same was dismissed as withdrawn vide order dated 15.09.2017(Annexure-C/3).



6. That the complaint no.130/2019 was withdrawn vide order dated 18.05.2022 (Annexure-C/4) with liberty, due to some inherent defects in the same.

C. RELIEF SOUGHT

Complainant in its complaint has sought following reliefs:

- i.refund the entire amount as paid by the complainant, along with statutory interest as per Rule 15;
- i. Any other reliefs which this Hon'ble Authority may deem fit and proper in the interest of justice

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 21.03.2023 pleading therein:

7. That complainant is not entitled to any relief because the complainant has not come with clean hands and has concealed the material fact that the complainant has deliberately failed to make the timely payment of sale consideration for allotment and never came forward to make the payment. Complainant applied for allotment of a unit on 01.12.2005 and paid the registration amount however thereafter failed to make any further payment despite repeated requests and having no other option left, respondent cancelled the registration of the plot and lastly sent the cancellation letter dated 22.04.2011 to the complainant.
8. That the present complaint is filed beyond the period of limitation.



Complainant paid the booking amount on 01.12.2005 and paid only the registration amount and the respondent has already cancelled the registration of the plot. Hence, the same is liable to be dismissed on this ground alone.

9. The complainant has concealed the fact that call letters and reminders were sent to the complainant and request was made to him to make the payment of demanded amount however complainant intentionally avoided to make the payment and respondent cancelled the registration of the plot and sent the cancellation letter to the complainant. Therefore, complainant is not entitled to any relief as prayed and the complaint is liable to be dismissed.

10. That complainant filed a consumer complaint no. 71 of 2013 before Consumer Disputes Redressal Forum, New Delhi which was dismissed as withdrawn on 15.9.2017 without any liberty to file fresh complaint. The present complaint after more than 11 years of cancellation of allotment is not maintainable and is barred by limitation. It is pertinent to mention here that as per the provisions of Order 23 Rule 1&2 CPC, in case plaintiff withdraws from a suit without permission to file fresh suit then he shall be precluded from instituting any fresh suit in respect of such subject matter. Even in case of any fresh suit instituted on permission granted by the court, the plaintiff shall be bound by the law of limitation in the same manner as if first suit has not been filed.



E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

11. During oral arguments learned counsel for the complainant and respondent have reiterated arguments as mentioned in their written submissions.

F. ISSUES FOR ADJUDICATION

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

G. OBJECTIONS RAISED BY RESPONDENT AND FINDING OF THE AUTHORITY ON SAME

13. **Objection raised by respondents that the present complaint is barred by limitation**

Respondent has averred the booking was made in 2005 and the unit was cancelled in 2011, therefore the complaint is barred by limitation. Complainant has submitted that he had earlier approached the Consumer Disputes Redressal Forum, New Delhi in 2013. The said complaint was withdrawn in 2017, and thereafter complainant filed complaint in the Hon'ble Authority in the year 2019 which was disposed of as withdrawn. Here, the Authority observes that complainant has been continuously pursuing his legal remedies before appropriate forums, showing his bona fide intention to seek redressal.



Hon'ble Apex Court in Civil Appeal no. 4367 of 2004 *titled as M.P Steel Corporation v/s Commissioner of Central Excise* has held that the Limitation Act applies only to courts and not to the tribunals.

Relevant para is reproduced herein:

"19. It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963."

Authority observes that the Real Estate Regulation and Development Act, 2016 is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Indian Limitation Act 1963, thus, would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority established under the Act is a quasi-judicial body and not Court. Therefore, in view of above objection of respondent with respect to the fact that complaint is barred by limitation is rejected

- 14. Objection raised by respondents that complainant's complaint before consumer forum was dismissed as withdrawn without liberty to file fresh complaint thus complainant shall be precluded from instituting any fresh suit.**

Respondent raised an objection that complainant filed a consumer complaint no 71 of 2013 before Consumer Disputes Redressal Forum, New Delhi which was dismissed as withdrawn on 15.9.2017 without any liberty to file fresh complaint and Order 23 Rule 1&2 CPC provides that



in case plaintiff withdraws from a suit without permission to file fresh suit then he shall be precluded from instituting any fresh suit. Perusal of order dated 15.09.2017 reveals that complaint withdrew the suit on account of lack of pecuniary jurisdiction and liberty was given to complainant to approach appropriate forum/commission. Therefore, in view of above, objection of respondent is rejected.

H. OBSERVATIONS AND DECISION OF THE AUTHORITY

15. Proceeding on the merits of the case, complainant booked a unit in respondents project namely TDI City , Panipat by paying Rs. 4,37,500/- on 21.01.2006. Admittedly no allotment letter and agreement for sale has been executed between parties.
16. Complainant is aggrieved by the fact that even after lapse of so many years possession has not been offered to complainant. Therefore, complainant is seeking relief of refund along with interest.
17. Respondent averred that complainant had failed to make payments despite repeated requests and therefore respondent cancelled the registration of plot of complainant. Respondent sent final reminder letter dated 26.12.2007 to complainant for payment of Rs. 6,36,300/- without entering into builder buyer agreement. Executing of builder buyer agreement is obligation of respondent and there is nothing on record to show whether builder buyer agreement was ever sent to complainant for execution. Thus demanding any amount without entering into builder buyer



agreement was arbitrarily and unjustified attempt on part of respondent. Therefore, complainant was not obligated to make payment.

18. Authority observed that though there is no allotment letter or agreement to sell has been executed between parties however there is no dispute with regard that complainant had booked a unit in respondents project and complainant had paid Rs.4,37,500/- against basic sale price of Rs. 21,87,500/- to respondent as booking amount, which constitutes 20% of basic sale price. Respondent cancelled the registration of unit/plot vide cancellation letter dated 22.04.2011 and complainant has also not denied the same. Complainant filed complaint in District consumer Dispute Redressal Forum, New Delhi in the year 2013 and in the Hon'ble Authority on 2019. Complaint was disposed of as withdrawn with liberty to file fresh complaint vide order dated 15.09.2017 of District consumer Dispute Redressal Forum, New Delhi and vide order dated 18.05.2022 passed by Hon'ble Authority respectively. Further, perusal of cancellation letter dated 22.04.2011 reveals that respondent itself had undertaken to refund registration amount to complainant as per company's policy. However, respondent has failed to place on record any document to show/prove whether any amount was ever refunded to complainant. Meaning thereby the said amount still lies with the respondent and respondent has enriched itself at amounts paid by complainant.

19. During hearing proceeding dated 30.05.2023 ld. counsel for respondent



stated that respondent forfeit the entire amount of Rs. 4,37,500/- due to default in making payment by complainant. It is admitted that complainant had paid Rs.4,37,500/- to respondent i.e. 20% of basic sale price Rs.21,87,500/-. In present case builder buyer agreement has not been executed between complainant and respondent. Therefore there is no clause related to forfeiture earnest money. Thus, complainant is entitled to refund of entire paid amount along with interest at prescribed rate..

20. 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;

Rule 15 of IIRERA 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)

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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".

21. 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. 14.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.85%.

22. Hence, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainant the paid amount of Rs. 4,37,500/- 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%) from the date amounts were paid till the actual realization of the amount. 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 Rs. 13,74,780/- as per detail given in the table below:



Sr.No.	Principal Amount in (Rs.)	Date of payment	Interest Accrued till 14.10.2025(Rs.)
1.	4,37,500	21.01.2006	9,37,280
	Total Principle amount= Rs. 4,37,500/-		Interest= Rs. 9,37,280/-
	Total amount to be refunded by respondent to complainant = Rs. 13,74,780/-		

Refund along with interest in complaint no. 1866 of 2022

Sr.No.	Principal Amount in (Rs.)	Date of payment	Interest Accrued till 14.10.2025(Rs.)
1.	312500	23.01.2006	669300
	Total Principle amount= Rs. 3,12,500/-		Interest= Rs. 6,69,300/-
	Total amount to be refunded by respondent to complainant = Rs. 9,81,800/-		

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(I) of the Act of 2016:

- (i) Respondent is directed to refund the entire amount of Rs.13,74,780/- in complaint no. 1865 of 2022 and Rs.9,81,800/- in complaint no. 1866 of 2022 to complainant. It is clarified interest shall be paid up till the time



period as provided u/s 2(za) of RERA Act, 2016

- (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 of order on the website of the Authority.



Dr. GEETA RATHEE SINGH
[MEMBER]