



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1417 of 2023
Date of filing.:	19.07.2023
First date of hearing.:	31.08.2023
Date of decision.:	28.10.2025

1. Poonam Dhingla w/o Sh. Naresh Kumar
2. Naresh Kumar s/o Sh. Rulia Ram
R/o H. No. 2167/18 Huda Jagadhari
Yamuna Nagar Haryana 135003

....COMPLAINANTS

VERSUS

MVL Limited,
Regd Offc at MVL iPark, 6th Floor,
Near Red Cross Society,
Chandan Nagar, Sector 15(II),
Gurugram 122001

....RESPONDENT

Present: - None for Complainant
Adv Nitesh Dalal, Learned Counsel for Respondent
(through VC)

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint dated 19.07.2023 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. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

2. That the complainant booked a plot measuring 180 square yards in the project being developed by the respondent under the name of "MVL River City" situated at Jagadhari, Yamuna Nagar, Haryana.
3. That the possession of the plot was not offered by the respondent and due to the said non delivery of the plot by the respondent, complainants had approached this Authority and filed a complaint bearing no. 2448 of 2019 wherein Authority had allowed refund of paid amount along with interest vide order dated 05.05.2022.
4. That the complainants had prayed for refund of ₹36,24,930/- but were not able to submit proof of complete payments made to the respondent and had submitted receipts to the tune of ₹ 18,37,500/- at the time of filing of the complaint no. 2448 of 2019. Therefore, the Authority had allowed a refund of ₹ 18,37,500/- and refund of the remaining amount of ₹ 17,87,430/- was not allowed as such.



5. That the Authority while deciding the said Complaint No. 2448 of 2019 had also held that the complainants who have claimed to have paid more amount than the amount being awarded, may file their claim before the respondent for refund of such excess amount by specifically supplying a copy of the receipts or other proofs in support of their claims. In case there was any dispute/error in calculation liberty was also given to the complainants to file a fresh complaint with the Authority for the said amount.
6. That the complainant has also paid the remaining amount of ₹ 17,87,430/- to the respondent which has been acknowledged by the respondent by way of issuance of receipts annexed as Annexure C-2(colly).
7. In pursuance of order dated 05.05.2022, complainants had sent letters/emails dated 05.07.2022, 04.05.2023 and 20.06.2023 to the respondent along with proofs of remaining payment amounting to the tune of ₹ 17,87,430/- out of the total paid amount and had asked for refund of the paid amount. Complainants had also visited the office of the respondent but respondent refused to pay the said amount and till date said amount has not been refunded to the complainant.

B. RELIEF SOUGHT

8. In view of the facts mentioned above, the complainant prays for the following reliefs):-

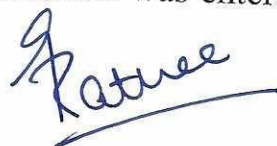


- i. Directing the respondent to refund the balance/remaining amount of Rs. 17,87,430/- along with interest as contemplated under Rule 16 of The Real Estate (Regulation and development) Rules, 2017, from the date of payment till realization.
- ii. Direct the respondent to pay Rs. 35,000/- towards cost of litigation.
- iii. Any other order or relief which Id. Authority deems fit and proper in the facts and circumstances of the case, may kindly be passed in favour of the complainant and against the respondent

C. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

Learned counsel for the respondent filed detailed reply on 19.07.2024 pleading therein:

9. It is submitted that through the instant complaint, the complainants are seeking a direction to the respondent to refund the amount i.e. ₹ 17,87,430/- along with interest calculated @ 10.60% as prescribed under Rule 15 of HRERA Rules, 2017.
10. It is humbly submitted that the respondent had floated a project named as "River City" situated in sector-27 and 29, Yamuna Nagar (Haryana). That the complainants had approached the respondent to buy a plot and accordingly allotted a plot measuring 180 sq. yard bearing No. Plot No. 3 in Block F in Sector 29 in the project "RIVER CITY" for total basic sale consideration of ₹ 31,50,000/-. Thereafter, a builder buyer agreement was entered into parties



on 19.07.2014 wherein an amount of ₹ 18,37,500/- having been paid by the complainants has been admitted by the respondent.

11. It is submitted that an amount of total ₹. 32,07,930/- has been received by the respondent till date from the complainants against the allotted unit out of which refund of ₹ 18,37,500/- has already been awarded to them vide order dated 05.05.2022 passed in earlier Complaint No. 2448 of 2019 titled as "Poonam Dhingla and Anr. Vs MVL Ltd". Thus, remaining amount comes to ₹ 13,70,430/- and not ₹ 17,87,430/- as claimed in the present complaint. An additional amount of ₹. 4,17,000/- has been wrongly claimed by the complainants herein as the same was never received by the Answering respondent and the complainants must be put to strict proof to prove the same. The relevant portion of order dated 05.05.2022 passed in earlier complaint no. 2448 of 2019 is reproduced herein as:-

"10. In complaint No. 2448 of 2019, complainant in its complaint has claimed that he has paid Rs. 36,24,930/-. The complainant however has not submitted proof of receipts of having paid the claimed amount. Complainant has submitted receipts of only Rs. 4,72,500/-. However, there is a proof of having paid an amount of Rs. 18,37,500/- because both parties have signed plot buyer agreement dated 19.07.2014 in which respondents have duly acknowledged receipt of Rs. 18,37,500/-. An email dated 08.06.2022 was written to the learned counsel for complainant asking them to submit proof of having paid entire claimed amount of Rs. 36,24,930/-. No response has been received from complainants. Authority, therefore, is constrained to allow refund of Rs. 18,37,500/- only because this amount admittedly had been paid by complainant to respondent. In the

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table below admissible interest amounting to Rs. 14,09,180/- has been calculated. The interest on amount of which receipts have been submitted has been calculated w.e.f. the date of making payments and on remaining amounts w.e.f. the date of execution of Plot Buyers Agreement. As per calculations given in the table below interest on 18,37,500/- comes to Rs. 14,09,180/- Accordingly, respondents shall refund total amount of Rs. 32,46,680/- to the complainants."

12. Now, the complainants have approached the Hon'ble Authority again seeking refund of ₹. 17,87,430/-. At page no. 3, para v of the complaint, the complainants have alleged that they have paid the amount of ₹. 17,87,430/- to the respondent. It is submitted that out of this paid amount of ₹. 17,87,430/-, an amount of ₹ 4,17,000/- (admitted vide receipt dated 18.02.2014) has been included in the amount admitted in the builder buyer agreement dated 19.07.2014 for which refund has already been granted by the Authority vide earlier order dated 05.05.2022 passed in Complaint No. 2448 of 2019. The date of receipt of this amount of ₹ 4,17,000/- is prior to the execution of the builder buyer agreement i.e 19.07.2014. Thus, the complainants have wrongly placed reliance upon the receipt no. 3096 dated 18.02.2014 to claim refund on amount of ₹ 4,17,000/-

13. Moreover, in the present case, the complainants have placed on record the receipts of total amount of ₹ 32,07,930/- (out of which refund of ₹18,37,500 has already been awarded) starting from page 50 (Annexure C-2 and C-3) of the complaint. It is most humbly submitted that neither the cheque bearing no. 438367 dated 07.01.2014 (Page-67, Annexure C-3 of the Complaint)

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amounting to ₹. 4,17,000/- has ever been received by the respondent nor any receipt of the same has been produced by the complainants with the present complaint. It would be apposite to submit here that the complainants have miserably failed to produce a single document to prove that this cheque bearing no. 438367 dated 07.01.2014 has ever been encashed by anyone much less by the respondent. It is trite law that onus to prove a monetary claim is on the party who has raised such claim in the first place

D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT

14. During the course of hearing dated, 29.07.2025, ld. counsel for the complainant had submitted that the total remaining amount on which refund is yet to granted works out to ₹17,87,430/-. The complainant has attached receipts of the entire remaining amount along with the complaint file. Ld. counsel for the complainants specifically averred that receipt for the impugned amount of ₹. 4,17,000/- is annexed at page 68 of the complaint file.

ISSUES FOR ADJUDICATION

15. Whether the complainants are entitled to refund of the remaining amount deposited by them along with interest in terms of Section 18 of Act of 2016?

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F. OBSERVATIONS AND DECISION OF THE AUTHORITY

16. The Authority has gone through the facts of the complaint as well as material placed on record. In light of the background of the matter, Authority observes that a detailed order has already been passed by the Authority while disposing of the bunch complaint matter vide order dated 05.05.2022 and complainants were held entitled to relief of refund of entire paid amount along with interest. Relevant part of said order is being reproduced below for ready reference:

"In view of the undisputed fact situation, Authority allows relief of refund to all the complainants along with interest calculated in accordance with Rule 15 of the HRERA Rules i.e., @SBI MLCR + 2 %. The amount originally paid and amount of interest admissible in each case has been got calculated by Authority from its accounts department."

However, at the time of calculation of amount of interest admissible to complainants in Complaint No. 2448 of 2019, it was observed that the complainants had failed to submit complete receipts of the total paid amount. Accordingly, the complainants had been granted relief of refund over paid/proved amount of ₹ 18,37,500/- only. For the remaining amount, the Authority in the interest of justice had granted an opportunity to the complainants, who have claimed to have paid more amount than the amount is awarded, to file their claims before the respondent for refund of such excess amount. Liberty was also given to the complainants to file a fresh

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complaint for the said amount if the respondent disputes so. Relevant part of said order is being reproduced below for ready reference:

"The complainants who have claimed to have paid more amount than the amount of which receipts/proofs has been submitted, may file their claim before the respondent for refund of such excess amount also they shall specifically send a copy of the receipts or other proof in support of their claims. In case such payments have actually been made, the respondent shall refund such excess amount also along with interest @ 9.40% w.e.f the date of making payments. In case of dispute in calculations, both parties will be at liberty to approach the Authority by way of fresh complaints."

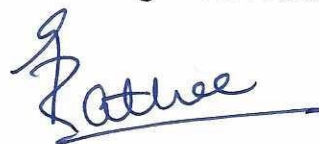
17. In accordance, the complainant had pursued the respondent and submitted the proof of remaining amount of ₹ 17,87,430/- and requested the respondent to refund the said amount. However, the respondent failed to refund the remaining amount. Thus constraining the respondents to file the present complaint. It is observed that the Authority vide its earlier order dated 05.05.2022 had specifically granted liberty to the complainants to approach the Authority in case any such dispute arose. Hence, the present complaint is allowed and being dealt herewith.

18. In light of the aforementioned facts and circumstances, it is observed that the complainants have approached this Authority after duly complying with the directions issued vide order dated 05.05.2022. Complainants are entitled

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to refund and interest of the remaining amount as per the provisions of RERA Act, 2016 in terms of order dated 05.05.2022. The question that has now arisen is that what is the rate of interest at which interest will be allowed to the complainants and till which date interest will be allowed to the complainants. Authority observes that if receipts would have been filed by the complainants at the time of filing the complaints, interest at the same rate that is @9.40% till the date of order ,i.e, 05.05.2022 would have been allowed. It was the duty of the complainants to submit all the receipts at the time of filing complaints. Now, just because the complainants have not provided the receipts in May 2022, they cannot be allowed to have undue advantage of enjoying the interest till October 2025. The rate of interest(9.40%) as on 05.05.2022(date of initial order) will be taken and calculation of interest will also be done up till 05.05.2022 as complainants were in possession of the receipts filed by them but failed to submit the same while filing their complaints in 2022. The respondent will remain liable to pay interest to the complainant till actual realization of amount.

19. Now with regard to the dispute over the receipt of amount of ₹ 4,17,000/-, it is observed that as per documents placed on record, the complainant had made payment for said amount to the respondent on 09.01.2014 for which a corresponding receipt had been issued on 18.02.2014. This amount had been paid before the execution of the builder buyer agreement and as per record, the respondent in the agreement had admitted to having received an amount



of ₹ 18,37,500/- received prior to execution of the agreement. Meaning thereby, that the said amount has already been included in the paid amount which has been adjudged by the Authority vide order dated 05.05.2022 passed in Complaint No. 2448 of 2019. As per the receipts available on record the remaining amount which is yet to be refunded works out to ₹ 13,70,430/-. Thus, the remaining amount for the refund and for the purpose of calculation of interest will be taken as ₹ 13,70,430/- only.

20. Authority has got calculated the total amounts along with interest @ 9.40% from the date of payments till 05.05.2022 as per detail given in the table below:

Sr. No.	Remaining Amount (in ₹)	Date of payment	Interest a 9.40% p.a. till 05.05.2022
1.	420000	08.09.2014	3,02,536/-
2.	472500	28.08.2014	3,41,691/-
3.	472500	28.08.2014	3,41,691/-
4.	5430	28.03.2017	2,608/-
Total:	13,70,430/-		9,88,526/-
Total payable to complainant(13,70,430/-+9,88,526/-)= 23,58,956/-			

[Signature]

G. DIRECTIONS OF THE AUTHORITY

21. 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 remaining amount of ₹23,58,956/- along with interest to the complainant as specified in the table provided in para 20 of this order. It is further clarified that respondent will remain liable to pay the complainant interest 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.

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]