HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	**19 of 2025**
Date of Filing:	**28.01.2025**
Date of First Hearing:	**11.03.2025**
Date of Decision:	**19.12.2025**

Renu Gupta W/o Sh. Ashish Gupta
R/o 401, Tower-16, Orange County,
Ahinsa Khand-1, Indirapuram,
Ghaziabad-201014.

....COMPLAINANT

VERSUS

TDI Infrastructure Pvt. Limited
9, Kasturba Gandhi Marg,
New Delhi-110001.

....RESPONDENT

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

Hearing: 4th

Present: - Mr. Brijesh Singh Ladwal, Advocate, for the Complainant through VC.
Mr. Jaspreet, Advocate, Proxy for Mr. Shubhnit Hans, Advocate for the Respondent.

ORDER:

Present complaint has been filed on 28.01.2025 by the complainant under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (for short Act, 2016) read with Rule 28 of the

Haryana Real Estate (Regulation and Development) Rules, 2017 for violation or contravention of the provisions of the Act, 2016 and 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, the details of sale consideration, the amount paid by the complainant, date of proposed handing over of the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the Project	Rodeo Drive Mall, Kundli, Sonepat
2.	Name of the Promoter	TDI Infrastructure Pvt Ltd.
3.	RERA Registered/Not Registered	Not registered.
4.	Unit No.(Shop)	SF-18
5.	Unit Area	769 sq. ft.
6.	Date of Allotment	23.01.2007
7.	Date of Builder Buyer Agreement	Not Executed
8.	Due Date of Offer of Possession	Within 24 months from the signing of the Advance Registration Form i.e. 24.01.2009 (As mentioned by the complainant in her pleadings)
9.	Total Sale Consideration	₹30,76,000/-

10.	Amount Paid by the Complainant	₹15,38,000/-
11.	Offer of Possession	27.04.2018 and 13.07.2019 as mentioned by the respondent in its reply dated 28.07.2025

B. FACTS OF THE COMPLAINT

3. Brief facts of the complaint are that the complainant met an authorized broker of the respondent, "Rainbow Properties." Based on the broker's assurances about a good commercial project, the complainant decided to invest in the said project. She submitted an application/advance registration form on 23.01.2007 for a commercial unit measuring 769 sq. ft. She issued two cheques totaling to ₹3,00,000/- as the booking amount. The form was signed by her and stamped by the broker. Later, the complainant made another payment of ₹3,15,200/- through a cheque dated 28.01.2007. Copies of the application form and the booking payment receipt dated 27.01.2007 are attached as Annexure C-2 and C-3.

4. The complainant was allotted a shop no. SF-18, measuring 769 sq. ft., in the "TDI Rodeo Drive" project situated at Kundli, Sonipat and the allotment was supported by demand letter and the final account statement issued by the respondent. The Basic Sale Price of the shop was fixed at ₹4,000/- per sq. ft., totaling to ₹30,76,000/- and the complainant was assigned customer ID KCC-10613. Choosing the construction-linked

payment plan, the complainant was required to pay 20% of the Basic Sale Price at the time of booking, as mentioned in the advance registration form. In April 2007, the complainant received a demand letter dated 04.04.2007 and a reminder letter dated 19.05.2007. Accordingly, the complainant had paid ₹3,07,600/- towards the second instalment through a post-dated cheque dated 26.05.2007. Copies of the demand letters and the receipt dated 21.05.2007 are annexed as Annexures C-4, C-5 and C-6.

5. The complainant paid another instalment of ₹3,07,600/- through a cheque dated 12.09.2007, for which a receipt dated 25.09.2007 was issued. Thereafter, the complainant continued to honour all payment demands made by the respondent and as per the payment plan, issued two more cheques on 12.09.2008, one for ₹1,57,600/- and another for ₹1,50,000/-. Receipts dated 25.09.2007 and 29.08.2008 for the said payments are annexed as Annexures C-7 and C-8. The complainant stated that she always complied with all demands and paid dues on time, trusting the respondent with the hope of obtaining a commercial space to start her business. However, the respondent kept her uninformed about the progress of the project and failed to share updates about construction. The respondent had verbally promised that the project would be delivered within 24 months from the signing of the advance registration form, which means delivery was due by 24.01.2009. Despite regular payments, the respondent failed to get the builder-buyer agreement executed within the stipulated time.

6. The complainant booked a commercial unit under a construction-linked plan and regularly paid installments total amounting to ₹15,38,000/-. However, when she visited the project site in September 2008, she found that the construction had barely begun. Despite repeated visits to the respondent between the years 2009 and 2018, neither clear information was ever provided about the status of the project nor any builder-buyer agreement was executed. Instead of progressing with construction, the respondent continued to raise unjustified and illegal demands, which the complainant refused to pay as the project was incomplete and no approvals or timelines were shared. Over the years, the complainant repeatedly requested either completion of the project or refund of her money but the respondent ignored her grievances. Even in the year 2018 and again in the year 2024, the respondent issued illegal and baseless demands, first for ₹30,17,004/- and later for ₹47,48,895.34/-, despite reducing the area of the shop from what was originally promised. The complainant contended that due to the respondent's failure, negligence and unfair practices, the project was never completed, the builder-buyer agreement was never executed and she has suffered financial loss and mental harassment. Therefore, the complainant is left with no option but to claim refund of the entire paid amount along with appropriate compensation and interest as provided under the law.

C. RELIEF SOUGHT

7. The complainant in her complaint has sought following reliefs:

i. To direct the respondent to refund the paid amount of ₹15,38,000/- along with interest as prescribed in Rule 15 of HRERA Rules, 2017;

ii. To direct the respondent to pay compensation of ₹2,00,000/- for mental agony, harassment and ₹1,00,000/- as litigation cost;

iii. Any other relief, the Authority finds appropriate based on the facts of the case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

8. On receipt of notice of the complaint, the respondent filed reply on 28.07.2025 which briefly states that due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely, 'Rodeo Drive' located at TDI City, 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 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-1.

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-2.

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-3.

9. When the respondent company commenced the construction of the said project, the RERA Act was not in existence, therefore, the respondent company could not contemplate any violations and penalties thereof, as per the provisions of the RERA Act, 2016. Therefore, 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 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.

10. The respondent has also received occupation certificate on 12.06.2019 in respect of the said commercial site measuring 6.558 acres, which is a part of residential plotted colony measuring 1097.894 acres. The complainant was offered possession on 27.04.2018 and 13.07.2019 asking the complainant to take over possession of the shop after clearing outstanding dues but the complainant failed to pay the dues and for taking

possession. The respondent had requested the complainant many times to visit and execute the Builder Buyer Agreement but the complainant did not come forward. Despite sending reminders dated 16.11.2009, 18.12.2009, 30.01.2010, 17.02.2010 and 06.04.2010, the complainant did not respond. Copies of reminders are annexed at Annexure R-7(Colly).

11. Thereafter, the respondent sent a pre-cancellation letter dated 18.07.2013 with a request to the complainant to take possession after clearing dues but the complainant failed to do the same. The respondent finally sent a cancellation letter dated 15.11.2022, copy of which is annexed at Annexure R-9.

12. The complainant herein is an investor and accordingly invested in the project of the respondent company for the sole reason of investing, earning profits and speculative gains, therefore, the captioned complaint is liable to be dismissed in limine.

13. There has been a default on the part of the complainant in making payments towards the booking made in the said project of the company. It is further submitted that the handing over of possession has always been tentative and subject to force majeure conditions. It is submitted that despite several reminders, the complainant did not come forward for executing Builder Buyer Agreement and the complainant was well aware of the fact that the project was under construction and shall be completed in near future. At this stage, the claim of refund along with interest can not be

accepted because it would stall the whole of the project. Hence, he has prayed to dismiss the complaint in toto.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

14. During the course of oral arguments, learned counsel for the complainant pressed for refund of the amount deposited along with interest, submitting that there is no likelihood of the complainant obtaining possession in the near future, as the construction of the project remains incomplete as of today and the respondent has obtained occupation certificate dated 12.06.2019 for Ground Floor and First Floor(partly) of the project in question. He further submitted that the complainant no longer wishes to continue with the project and is interested in refund of the amount paid along with applicable interest.

15. Learned counsel for the respondent reiterating the submissions made in the written statement, admitted that occupation certificate for ground floor and first floor(partly) has been received on 12.06.2019 and the project in which the subject shop was booked by the complainant has been at a standstill for the past 3–4 years. He stated that although the basic structure of the shops has been completed, the construction is still not complete and the occupation certificate is yet to be obtained for the remaining area which is already applied before competent authority on 22.07.2023.

F. ISSUE FOR ADJUDICATION

16. Whether the complainant is entitled to refund of the amount deposited by her alongwith interest in terms of Section 18 of Act of 2016?

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

17. The Authority has duly examined the contentions and submissions presented by both the parties. Based on the factual matrix outlined above and a review of the arguments advanced, the Authority makes the following observations:

(i) With regard to the plea raised by the respondent that the provisions of RERA Act, 2016 are applicable with prospective effect only and therefore the same were not applicable as on 23.01.2007 when the allottee/complainant was allotted a shop bearing No. SF-18, in the project namely Rodeo Drive Mall situated at Kundli, Sonepat. It is observed that the issue regarding operation of RERA Act, 2016 whether retrospective or retroactive has already been decided by the 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:-

> *"51. Thus, it is clear that the statute is not retrospective merely because it affects existing rights or its retrospection because a part of the requisites for its action is drawn from a*

time antecedent to its passing, at the same time, retroactive statute means a statute which creates a new obligation on transactions or considerations already passed or destroys or impairs vested rights.

52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

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, the same legal position was laid down by the Hon'ble Bombay High Court in "*Neel Kamal Realtors Suburban Pvt. Ltd. & Anr. Vs. Union of India and others" 2018(1) RCR (Civil) 298 (DB)*, wherein it was laid down as under: -

"122. We have already discussed that the above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting/existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports. As regards Article 19(1)(g) it is settled principles that the right conferred by sub-clause (g) of Article 19 is expressed in general language and if there had been no qualifying provisions like clause (6) the right so conferred would have been an absolute one."

Thus, it is clear from the above said law that the provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion even though the amendment/contract/agreement have taken place before the Act and the Rules became applicable.

(ii) The respondent in its reply has contended that the complainant is a "speculative buyer" who has invested her hard earned money in the project for monetary returns and taking undue advantage of RERA Act, 2016 as a weapon during the present down side conditions in the real estate market and therefore she is not entitled to the protection of the Act of 2016. In this regard, the Authority observes that "any aggrieved person" can file a complaint against a promoter, if the promoter contravenes the provisions of the RERA Act, 2016 or the rules or regulations. In the present case, the complainant is an aggrieved person who has filed a complaint under Section 31 of the RERA Act, 2016 against the promoter for violation/contravention of the provisions of the RERA Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term "Allottee" under Section 2(d) of the RERA Act of 2016, reproduced below: -

Section 2(d) of the RERA Act:

(d) "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;

In view of the above-mentioned definition of "allottee" as well as upon careful perusal of the allotment letter dated 23.01.2007, it is clear that the complainant is an "allottee" of shop bearing no. SF-18, situated in the real estate project "Rodeo Drive Mall", TDI City, Sonipat. The concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under Section 2 of the RERA Act, 2016, there will be "promoter" and "allottee" and there cannot be a party having a status of an investor. Further, the definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a shop, plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as *"M/s Srushti Sangam Developers Ltd. Vs*

Sarvapriya Leasing (P)Ltd. And Anr." had also held that the concept of investors is not defined or referred to in the RERA Act. Thus, the contention of the promoter/respondent that the allottee being investor is not entitled to protection of this Act also stands rejected.

(iii) Admittedly, the complainant in this case had purchased the booking rights qua the shop in question in the project of the respondent in the year 2007 for a total sale consideration of ₹30,76,000/- against which an amount of ₹15,38,000/- has been paid by the complainant. The paid amount has been admitted by the respondent in its statement of account dated 18.06.2018. Copy of statement of account is annexed at Page no.31 of the complaint. Out of the said paid amount, the last payment of ₹1,50,000/- was made to the respondent on 29.08.2008 by the complainant which implies that the respondent is in receipt of paid amount of ₹15,38,000/- since the year 2008 whereas the fact remains that no offer of possession of the booked shop has been made till date.

(iv) In the written statement filed by the respondent, it has been expressly admitted that the offers of possession of the booked shop were made to the complainant on 27.04.2018 and 13.07.2019, accompanied by demands for payment and that such offers were issued without obtaining the requisite Occupation Certificate for the project in question. Therefore, these offers are not valid in the eyes of

law. With respect to status of handing over of possession, it is submitted that the respondent had applied for grant of occupation certificate with respect to the remaining part of the project in question but the same is still awaited. With regard to delay caused in handing over the possession, it is submitted that the deemed date of possession was tentative and the complainant herself was defaulted in making payments of total sale consideration despite reminders. Though no reason/factor attributed for causing delay in offer of possession has been specified in the written statement. Later, the respondent had cancelled the booking on 15.11.2022 without the complainant's consent.

(v) The complainant as well as the respondent has not specified any deemed date of possession in its respective submissions and no Builder-Buyer Agreement has been executed between the parties. In the absence of Builder Buyer Agreement, it is not possible to precisely ascertain the date on which possession of the said unit/shop 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. vs. 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 case, the complainant booked the shop on 23.01.2007. Accordingly, taking a period of three years from the date of booking/allotment as a reasonable time for completion of development work and delivery of possession, the deemed date of possession is computed as 23.01.2010. The respondent has failed to fulfil its contractual obligations within this reasonable period and has not provided any cogent justification for the delay. Fact remains that the possession has not been offered to the complainant till date for the reason that the project is lying incomplete and any offer of possession made to the complainant without obtaining the Occupation Certificate is invalid in the eyes of law.

(vi) Further, the respondent, in its pleadings, has asserted that a pre-cancellation notice and a cancellation letter were issued to the complainant on 18.07.2013 and 15.11.2022 respectively and that the unit/shop therefore stands cancelled. In this regard, the Authority observes that as per the terms of the allotment and observations made above at Para 17(v), the respondent was obligated to hand over the possession of the shop on or before 23.01.2010. Admittedly, offers of possession were made on 27.04.2018 and 13.07.2019 after a delay of almost 8 years and that too without receiving occupation certificate. Hence, no valid offer of possession was made within the stipulated

period. Instead, the respondent purported to cancel the allotment only on 15.11.2022 i.e., after an inordinate delay of more than twelve years from the committed date of possession and that too without refunding any portion of the amount deposited by the complainant. As per the terms and conditions governing cancellation, upon cancellation of the allotment, the respondent was duty bound to refund the amount deposited by the complainant after deducting 10% of the earnest money, contemporaneously with such cancellation. However, no evidence has been placed on record to show that any refund was ever made to the complainant. In the absence of compliance with the contractual terms relating to cancellation, the respondent cannot be permitted to contend that the unit/shop stands validly cancelled or that the complainant is disentitled from seeking refund. Accordingly, the contention of the respondent in this regard is untenable, devoid of merit and is hereby rejected.

(vii) Further, the Hon'ble Apex Court in *Fortune Infrastructure (now known as Hicon Infrastructure) & Anr. v. Trevor D'Lima & Ors., (2018) STPL 4215 SC* has 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 failed to honour its

contractual obligations of offering possession within stipulated time without any reasonable justification. The respondent in its written statement has not attached any documentary evidence to prove the fact that the development works are lying complete at the project site and the complainant can peacefully enjoy the physical possession of the unit/shop in the upcoming years. The respondent has also 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. On the other hand, the complainant has unequivocally stated in her complaint that she is interested in seeking refund of the paid amount along with interest on account of inordinate delay caused in delivery of possession. 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.

(viii) Besides this, 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. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. 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.*"

This 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.

18. The project in question has not been completed within the time stipulated as discussed in the aforesaid paragraphs and the possession of the booked unit/shop is not possible even in the near future. In these circumstances, the Authority finds this case to be a fit case for allowing refund along with interest in favour of the complainant in terms of the provisions of Section 18(1)(a) of the RERA Act, 2016.

19. The definition of term 'interest' is defined under Section 2(za) 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;

20. Consequently, as per the 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. 19.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

21. 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".

22. Thus, the respondent will be liable to pay the interest to the complainant from the date the amounts were paid till the actual realization of the amounts. The Authority directs the respondent to refund the paid amount of ₹15,38,000/- along with interest to the complainant 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 10.80% (8.80% + 2.00%) from the date the amounts were paid till the actual realization of the amount. The Authority has got calculated the total amount along with interest calculated at the rate of 10.80% till the date of this order and total amount works out to ₹45,93,859/- as per detail given in the table below:

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 19.12.2025
1.	₹6,15,200/-	27.01.2007	₹12,56,383/-
2.	₹3,07,600/-	21.05.2007	₹6,17,816/-
3.	₹3,07,600/-	25.09.2007	₹6,06,257/-
4.	₹1,57,600/-	29.08.2008	₹2,94,810/-
5.	₹1,50,000/-	29.08.2008	₹2,80,593/-
	Total=₹15,38,000/-		**Total=₹30,55,859/-**
	Total Payable to the Complainant	**₹15,38,000/- + ₹30,55,859/-**	**₹45,93,859/-**

23. The complainant is also seeking compensation on account of mental agony, financial losses and harassment caused due to delay in possession, deficiency in service, and cost escalation. In this regard, it is

observed that the Hon'ble Supreme Court of India, in Civil Appeal Nos. 6745–6749 of 2021, titled *M/s Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh & Ors.* (supra), has held that an allottee is entitled to claim compensation and litigation expenses under Sections 12, 14, 18 and 19 of the RERA Act, 2016. Such claims are required to be adjudicated by the Adjudicating Officer under Section 71 and the quantum of compensation and also the litigation expenses shall be determined by the Adjudicating Officer, having due regard to the factors specified under Section 72 of the Act. The Adjudicating Officer has exclusive jurisdiction to entertain and decide complaints relating to compensation and litigation expenses. Therefore, the complainant is advised to approach the learned Adjudicating Officer for seeking relief towards compensation and litigation expenses.

H. DIRECTIONS OF THE AUTHORITY

24. 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/respondent as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) The respondent is directed to refund the entire paid amount of ₹15,38,000/- with interest of ₹30,55,859/- (total ₹45,93,859/-) to the complainant. It is further clarified that the 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.

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

(CHANDER SHEKHAR)
MEMBER

19.12.2025
Narinder Kaur
(Law Associate)