

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 300 of 2023

Date of Decision: December 08, 2025

Mrs. Sangeeta Gupta, R/o House No. 299, Sector 10A,
Gurugram-122001

Appellant

Versus

1. M/s Vatika Ltd. through the Chairman and the Managing
Director, A-002, INXT City Centre, GF, Block A, Sector 83,
Vatika India Next Gurugram-122012.

2. M/s. Realty IQ, through Mr. Tarun Chugh and Mr. Vikram
Batra, AD-29B, Shalimar Bagh, New Delhi – 110 088.

Respondents

CORAM:

**Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan**

**Chairman
Member (Judicial)
Member (Technical)**

Present: Mr. Arun Sharma, Advocate for the appellant.
Mr. Kamaljeet Dahiya, Advocate for the respondents.

ORDER:

RAJAN GUPTA, CHAIRMAN

Challenge in present appeal is to order dated
18.02.2021, passed by the Authority¹. Operative part thereof
reads as under:

“C. Findings of the authority

*6. On 18.02.2021, when the matter was fixed for
argument, it was purposed by the complainant
through her counsel that she be refunded the amount
deposited by her with respondent/builder along with
interest at the prescribed rate. The proposal made in
this regard by the complainant was accepted by the
respondent/builder through its authorised*

¹ Haryana Real Estate Regulatory Authority, Gurugram

representative. However, it was pleaded that respondent/builder would give post dated cheques and the money would be refunded along with interest in five monthly instalments (interest on the balance amount payable up to the last payment).

D. Directions of the authority

7. Keeping in view that proposal put forwarded by the complainant through counsel and the same was being accepted by the respondent/builder through its authorised representative, it is held that the allottee paid a total sum of Rs.1,22,22,000/- by way of account payee cheques against allotment of plot no. 11 street 11.1 Sector 88A Vatika Express City Gurugram. A disputed arose between the parties with regard to its possession which led to filing of criminal case as well as this complaint before the authority. Now during the course of argument, the parties to the dispute have settled their all claims. So, it is directed as under:

- i. The respondent/builder would refund the entire amount of Rs.1,22,22,000/- received from the complainant by way of five monthly instalments to be paid through account payee cheques of equal amount.*
- ii. The interest on the total amount received from the complainant by the respondent/builder would be payable on total amount detailed above @ 9.30% per annum with effect from January,2018 (the due date being December, 2017).*

8. Keeping in view the facts detailed above, the complaint filed is ordered to be disposed of accordingly.”

2. It appears that a project in the name and style of ‘Vatika Express City’ was floated by the promoter (Respondent No.) in Sector 88-A & B, Gurugram. The appellant was allotted a plot therein vide allotment letter dated 12.02.2011 for a total

sale consideration of Rs.1,22,22,000/-. The appellant-allottee paid an amount of Rs.1,22,43,000/-. As possession was not delivered to the appellant-allottee, she filed a complaint before the Authority at Gurugram seeking directions to the promoter (Respondent No.1) to execute Builder Buyer's Agreement and to provide details of possession.

3. After considering rival contentions of the parties, the Authority passed the impugned order.

4. Learned counsel for the appellant has assailed the order. According to him, the order is unsustainable. The appellant-allottee is entitled to possession of the plot in question. The Authority has gravely erred in directing refund of the amount paid by the appellant-allottee.

5. Learned counsel for the promoter, however, submits that third party rights have already been created on the plot. The plot in question is not in existence due to change in the lay- out plan. During the pendency of the complaint before the Authority, a settlement was arrived at between the parties. In light thereof, the complaint was disposed of.

6. We find substance in the stand of the respondent-promoter. It appears that on 18.02.2021, an order was passed by the Authority, which reads as under:

“The total payments were made by 16.11.2012 and on 2.9.2013 the promoters confirmed the allotment of plot No. 11, Street 11.1, Sector 88A, at Vatika Express City through email. The same fact was also confirmed vide email dated 10.10.2013. The main prayer of the complainant is regarding execution of BBA, possession of plot and payment of delayed

possession charges etc. Although there was grievance of complainant about violation of various provisions of law for which the complainant was advised to approach the competent authority for legal action as per law. The complainant was also advised to approach Adjudicating Officer for compensation, if required.

Counsel for the respondent has stated the unit under reference is in existence. The unit is still unallotted to anyone else except the complainant. The part completion/completion of the area in which plot is situated has not been obtained by the promoter so far. Now because of construction of N.H.352-W passing between sector 87 and 88 has adversely affected the services laid out in the project area and possession may further be delayed by around two more years.

The counsel for the complainant proposed that he be refunded money with RERA rate of interest. In presence of the counsel for the respondent the authorised representative of the promoter accepted the proposal with the condition that he will give post dated cheques and money will be refunded along with interest in five monthly instalments (interest on the balance amount payable upto the last payment).

The matter stands disposed of. Detailed order will follow. File be consigned to the registry.”

7. A perusal of the aforesaid order shows that it was the complainant who herself proposed that the amount paid by her be refunded to her and authorised representative of the promoter (Respondent No.1) accepted the proposal. It is also on record that construction of NH-352W adversely affected the services laid out in the project and thus, it was not possible to deliver possession. It is probably under these circumstances that the appellant-allottee accepted the refund. Section 18 of

the Real Estate (Regulation and Development) Act, 2016 (for short, 'the Act') deals with the return of amount and compensation when a promoter fails to complete or give possession. The language 'on demand, to return the amount received by him in respect of that apartment, plot, or building, with interest' indicates a contractual obligation that can be settled mutually. The Act's objective is to promote transparency and fairness, which includes honoring mutually agreed settlements. It is apparent from the impugned order that entire amount of Rs.1,22,22,000/- has been directed to be refunded with interest @ 9.30% per annum with effect from January, 2018. Thus, substantial amount has been directed to be refunded to the appellant-allottee which balances the equities.

8. In view of above, there is no merit in the appeal. The same is hereby dismissed.

9. Copy of this order be sent to the parties/their counsel and the Authority.

10. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

December08,2025
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