



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

<b>Complaint No:</b>	<b>2264 of 2022</b>
<b>Date of Filing:</b>	<b>25.08.2022</b>
<b>Date of First Hearing:</b>	<b>18.10.2022</b>
<b>Date of Decision:</b>	<b>09.01.2026</b>

Mr. B.B Lal Aggarwal,  
R/o G-303, Preet Vihar,  
Delhi-110092.

....COMPLAINANT  
VERSUS

1. M/s Pardesi Developers Pvt. Ltd. erstwhile "M/s CMD Pardesi Developers Pvt. Ltd" through its Directors  
801, Jackson Crown Heights, Plot No. 3B1, Twins District Center,  
Sector-10, Rohini, Delhi- 110088.

....RESPONDENT NO.1

2. CMD Built-Tech Pvt. Ltd. through its Directors 410,  
KLJ Tower Netaji Subhash Palace, North West,  
Delhi-110034

....RESPONDENT NO.2

<b>Complaint No:</b>	<b>1990 of 2024</b>
<b>Date of Filing:</b>	<b>17.12.2024</b>
<b>Date of First Hearing:</b>	<b>04.03.2025</b>
<b>Date of Decision:</b>	<b>09.01.2026</b>

Mr. B.B Lal Aggarwal,  
R/o G-303, Preet Vihar,  
Delhi-110092.

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M/s Pardesi Developers Pvt. Ltd. erstwhile "M/s CMD Pardesi Developers Pvt. Ltd" through its Directors  
801, Jackson Crown Heights, Plot No. 3B1, Twins District Center,  
Sector-10, Rohini, Delhi- 110088.

....RESPONDENT

<b>Complaint No:</b>	<b>1991 of 2024</b>
<b>Date of Filing:</b>	<b>17.12.2024</b>
<b>Date of First Hearing:</b>	<b>04.03.2025</b>
<b>Date of Decision:</b>	<b>09.01.2026</b>

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801, Jackson Crown Heights, Plot No. 3B1, Twins District Center,  
Sector-10, Rohini, Delhi- 110088.

....RESPONDENT

**Hearing:** 14<sup>th</sup> in Complaint No. 2264 of 2022

4<sup>th</sup> in Complaint Nos. 1990 and 1991 of 2024

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

**Present:**   
  
Mr. Neeraj Goel, Advocate, for the Complainants  
through VC in all cases.  
Mr. BB Lal Aggarwal, Complainant in Person.  
Mr. Shubhmit Hans, Advocate, for the Respondent No.1  
in all cases.  
Respondent No.2 already Ex-parte vide order dated  
19.09.2025 in Complaint No.2264 of 2022.

**ORDER:**

The above captioned complaints are being taken up together for hearing because they each have similar issues and are related to the same project of the respondents, therefore the final order is being passed by taking facts of Complaint No. 2264 of 2022 as the lead complaint.

2. The present lead complaint was filed on 25.08.2022 by the 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 allottees as per the terms agreed between them.

**A. UNIT AND PROJECT RELATED DETAILS:**

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:

*Ans*

S.No.	Particulars	Details
1.	Name of the project	Ushay Towers, Kundli , Sonipat
2.	RERA registered/not registered	Registered vide Registration No. RERA-PKL-SNP-140-2019
3.	Details of Unit	Flat no(s). 504, 704, 804, at 5th, 7th and 8th floors respectively, in

		Kochi Tower of the project 'Ushay Towers', measuring a super area of 1212 sq. ft each.
4.	Date of Allotment	Not given
5.	Date of Builder Buyer Agreement	25.06.2012
6.	Due Date of Offer of Possession	Not available
7.	Possession Clause in BBA (Clause 12)	<i>"That the company shall endeavour the possession of apartment to Apartment Allottee within 30 months years from the date of sanction of building plans by the authorities subject to the force majeure circumstances and on receipt of all payments punctually as per agreed terms and on receipt of complete payment of the basic sale price and others charges due and payable up to the date of possession according to the payment plan applicable to the allottee. The Company shall issue a final call notice to the Apartment Allottee, requiring them to remit all outstanding dues and take possession of the apartment within 30 days from the date of such notice. In the event of his failure to take possession, for any reason whatsoever, he shall be deemed to have taken possession of the allotted Apartment from the date"</i>



		<i>the same has been offered, for purposes of payment of maintenance charges or any other levies on account of the allotted unit but the actual physical possession of the apartment shall be given on payment of all up to date outstanding payments as demanded by the company."</i>
8.	Total Sale Consideration	₹28,00,150/- for each unit/flat
9.	Amount Paid by the Complainant	₹84,00,450/- for all three units/flats
10.	Offer of Possession	Not given

#### B. FACTS OF THE COMPLAINT:

4. Brief facts of the lead complaint case no.2264 of 2022 are that the complainant had booked three 2BHK residential units measuring 1212 Sq ft. each, with the right to use one covered car parking with each residential unit. The said residential units were numbered as Apartment Nos. 504, 704 and 804 on 5th, 7th and 8th floor of "Tower Kochi" in the project "Ushay Towers", being developed by the respondents and possession was to be handed over within 30 months from the date of sanction of the building plans by the authorities. After the allotment of the said units, the respondents had issued receipt of ₹50,00,000/- to the complainant vide receipt dated 25.06.2012. The copy of the said receipt dated 25.06.2012 is annexed herein

as Annexure C-1. It is pertinent to note that the complainant was approached by the respondent and their representatives with various promises and assurances about the project and with a promise to deliver the possession with all the specifications mentioned in the brochures etc. Based on the promised, assurances and persuasive luring of the respondent company, the complainant was entrapped in purchasing the aforesaid units.

5. The complainant made a total payment of ₹84,00,450/- to the respondent wherein each unit/flat was valued at ₹28,00,150/- and the said amount has been duly acknowledged by the respondents in its receipts. It is further stated that the respondent had also issued a No-Dues Certificate to the complainant with respect to the Units/Flats in question. True copies of the said receipt and NOC are annexed herein as Annexure C-3 and C-4 respectively.

6. Before Hon'ble Delhi High Court vide order dated 12.02.2019, ex management of the respondent no.2 company entered into a settlement agreement vide which the complete project was transferred in favour of respondent no.1 along with all the liabilities. Accordingly, respondent no.1 company issued publication in the leading newspaper, inviting applications from the customers who have booked their flats with respondent no.2 i.e. CMD Built-Tech Pvt Ltd. True copies of the said order dated 12.02.2019, publication and list of allottees are annexed herein as Annexure C-5, C-6 and C-7 respectively. Even after making the payment of complete amount, yet

respondents did not issue offer of possession qua the units in question and facing such harassment, the complainant was left with no other measure but to issue a letter dated 28.04.2022 raising his concerns. A true copy of the said letter dated 28.04.2022 is annexed herein as Annexure C-8. Despite the complainant making the full and complete payments to the respondents and honoring the commitments assured by the respondent, the complainant till date is awaiting delivery of the units. Additionally, the respondents regardless of causing inordinate delay are not responding to the communications from the complainant. The complainant served upon the respondents a legal notice dated 10.07.2022 sent under registered cover, but in spite of receipt of the said legal notice, the respondents failed to comply with the same either within the stipulated period or till date. A true copy of the said legal notice dated 10.07.2022 is annexed herein as Annexure C-9.

**C. RELIEF SOUGHT:**

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

- i. To direct the respondents to handover the legal possession of the units within three months from today onwards and further not to demand or charge any amount on account of escalation of prices of raw material due to delay in construction.
- ii. To direct the respondents to pay interest @18% per annum on the amount of ₹84,00,450/- deposited by the

complainant with the respondent from the date of deposit till possession of the unit to the complainant.

iii. To direct the respondent to make payment of compensation of ₹10,00,000/- for mental harassment, agony caused to the complainant.

iv. To restrain the respondents from creating third party interest over the units in question.

v. Any other relief which the complainant is entitled as per RERA.

vi. Litigation expenses ₹55,000/-,

vii. Any other relief which this Hon'ble Authority deems fit in the peculiar circumstances may also be granted to the complainant for which he is found entitled.

#### **D. REPLY SUBMITTED ON BEHALF OF RESPONDENT NO.1:**

8. Respondent No.1 has filed reply on 22.09.2022 wherein submitting that the present complaint is based on collusion between the complainant and the erstwhile director namely C.M Narula, who has joined hands with the complainant, B.B Lal Aggarwal and is trying to raise a fictitious liability against the answering respondent by manipulating and forging documents with the intention to play a fraud on this Hon'ble Authority as well as on the answering respondent with the intent to deceive and to extort money. As far as knowledge of the answering respondent runs,

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the complainant did not book any flat and no consideration passed on the company/builder from B.B Lal Aggarwal. Neither the complainant is entitled to any flat or refund from the answering respondent no.1. The complaint is an abuse of process of law and is liable to be dismissed.

9. The complaint suffers from delay and latches and the complaint is hopelessly barred by time. The inaction of the complainant from 2012 till 2022 speaks volume about his conduct and the complaint is liable to be dismissed with costs. The complainant is a compulsive litigant and various cases civil and criminal are pending/filed by him before various courts and the complainant is not entitled to any discretionary relief from this Hon'ble Authority. The complaint is thus liable to be dismissed.

10. The complainant has suppressed material facts from the Authority intentionally/deliberately to get undue benefit of his own wrongs. No payment was made to the respondent no.1. The complainant is guilty of forging documents/agreement and receipts to raise a false claim before the Authority and the complainant never booked any flat in the project namely “USHAY TOWERS”.

 **E. WRITTEN ARGUMENTS FILED BY THE RESPONDENT**

**NO.1:**

11. That the present complaint is bad for non-joinder of necessary parties, as CMD Built-Tech Pvt. Ltd., with whom the entire transaction regarding the alleged transfer was undertaken, has not been impleaded as a

necessary party. It is pertinent to mention here that all the communications relied upon by the complainant pertain to and involve the said entity. It is submitted that no effective decree can be passed in the absence of the necessary party as stated by Hon'ble Supreme Court in the case *Moreshar Yadaorao Mahajan Vs. Vyankatesh Sitaram Bhedi (D) thr. L.Rs. and Ors.*

7....From the above, it is now clear that two tests are to be satisfied for determining the question who a necessary party is  
Tests are -

- (1) there must be a right to some relief against such party in respect of the controversies involved in the proceedings;
- (2) no effective decree can be passed in the absence of such a party.

20....It can thus be seen that what has been held by this Court is that for being a necessary party, the twin test has to be satisfied. The first one is that there must be a right to some relief against such a party in respect of the controversies involved in the proceedings. The second one is that no effective decree can be passed in the absence of such a party.

12. It is important to highlight that the complainant had earlier filed a joint complaint in respect of three different units, which was subsequently corrected after the objection was raised by the respondent no.1. In that complaint, the complainant had impleaded CMD Built-Tech Pvt. Ltd. as a *Co-  
Defendant* party, thereby acknowledging the alleged involvement of the erstwhile directors and stakeholders associated with the project "Ushay Towers,". However, in the present complaint, the complainant has deliberately omitted to implead 'CMD Built-Tech Pvt. Ltd.' as a party. Such omission clearly reflects a misleading and selective approach adopted by the complainant,

which goes to the root of fair adjudication. The present complaint is liable to be dismissed as the necessary parties have not been impleaded. It is also pertinent to highlight that the complainant has miserably failed to place on record any allotment letter and further the alleged transactions took place with 'M/s CMD Built- Tech Pvt. Ltd.' who has not been made a party in the present complaint. The list of buyers for Towers along with payment details submitted by M/s CMD Built-Tech Pvt. Ltd. before DTCP, Haryana, does not mention the name of B.B Lal Aggarwal or their alleged flats.

13. It is submitted that M/s Shahi Exports Pvt. Ltd., on 16.11.2011, filed Company Petition No. 468/2011 before the Hon'ble Delhi High Court (hereinafter referred to as the "Hon'ble High Court" for ease of reference), seeking the winding up of M/s CMD Built-Tech Pvt. Ltd. It is submitted that on 22.02.2013, the Hon'ble High Court passed an order of status quo on all properties of CMD Built-Tech Pvt. Ltd, which was further continued by the Hon'ble Delhi High Court vide order dated 01.03.2013. It is submitted that on 10.07.2013, the Hon'ble Delhi High Court passed a detailed order specifically naming the Kundli Properties( Ushay Towers project), directing a status quo, thereby bringing the construction of the Ushay Towers project to a complete halt. The findings of the Hon'ble High Court are herein reproduced for ease of reference.

*[Signature]*

*"11. In Co.App.No.2249/2011, the petitioners have prayed for an order (a) restraining the respondent-company or its agents/servants from disposing of or otherwise alienating or*

*transferring or creating any third-party interest in any of its properties/funds including its interest in the lands located in Kundli (Sonepat) and Yamunanagar given as security to the petitioners; And (b) restraining the respondent-company or its agents/servants from disposing of or otherwise alienating or transferring or creating any third-party interest in Kundli property belonging to Mrs. Sunita Narula in terms of the letter written by her on 24.11.2007 to the respondent-company. The prayers are accepted and the respondent-company and Mrs. Sunita Narula are restrained accordingly."*

14. It is pertinent to mention here that M/s Pardesi Developers and Infrastructure Pvt. Ltd. became aware of the liquidation proceedings only on 22.01.2014, when a notice was served by the Hon'ble Delhi High Court, naming M/s Pardesi Developers and Infrastructure Pvt. Ltd as Non-Applicant No.1 and M/S CMD Pardesi Developers Pvt. Ltd. as Non-Applicant No.2 and subjecting the project to the jurisdiction of the Provisional Liquidator. Without prejudice, it is submitted that in the alternative, though the respondent no.1 company is not liable for the delayed possession charges. However, if this Hon'ble Authority is even slightly inclined to grant the same to the complainant, the said charges may kindly be directed to be computed only from the date on which the respondent no.1 company took over the project.

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15. It is pertinent to mention here that the complainant has not annexed any document or proof to substantiate the alleged allotment or payment. No allotment letter has been filed on record nor has any grievance or representation ever been raised by the complainant at any point of time.

Hence, the allegations are baseless and unsupported by any material evidence. It is pertinent to highlight that the complainant was directed vide orders dated 28.03.2023 and 04.07.2023 to produce bank transaction records or account statements showing any alleged transfer of funds to 'CMD Built-Tech Pvt. Ltd.'. However, no such documents have been furnished till date, which clearly indicates that the complainant is not approaching this Hon'ble Authority with clean hands. The Hon'ble Supreme Court has categorically held that any person who approaches the Court must come with clean hands. In *S.P. Chengalvaraya Naidu v. Jagannath, (1994) 1 SCC 1*, the Court observed that a litigant who suppresses material facts or withholds vital documents is not entitled to any relief.

16. It is further relevant to submit that the receipts relied upon by the complainant, one showing payment of ₹50,00,000/- and another reflecting full payment for each unit dated 25.06.2012, are themselves inconsistent with the terms and conditions mentioned in the Flat Buyer's Agreement allegedly executed on the very same date. Such contradictions clearly demonstrate that either the complainant has no authentic proof supporting his claims or he is placing on record documents that are wholly inconsistent with his own pleadings and submissions. This inconsistency further renders his allegations unreliable and devoid of credibility. It is important to highlight that the complainant has alleged that he booked three residential flats and on the very same day, made a total payment of

₹84,00,450/- . The claim made by the complainant is illogical and highly suspicious, as no prudent person would make such a substantial payment in a single instance, particularly when standard real estate practices require only a nominal booking amount followed by scheduled installments. This further casts serious doubt on the credibility of the complainant's assertions. It would be pertinent to note here that the entire set of alleged transactions have not been corroborated by any bank statement and the name of the present complainant is not mentioned in the list of flat owners submitted by 'M/s CMD Built-Tech Pvt. Ltd.' wherein all the inventory in the form of a list was shared by M/s CMD Built-Tech Pvt. Ltd.

#### **F. WRITTEN ARGUMENTS FILED BY THE COMPLAINANT:**

17. The complainant submitted that the respondent failed to confront the terms of the MOU dated 03.08.2018, wherein Pardesi Developers and Infrastructure Private Limited explicitly entered into a binding settlement agreement with C.M. Narula, acknowledging transfer of the Ushay Towers project (specifically the 5 towers including Tower Kochi) along with "ALL THE LIABILITIES." A true copy of the said MOU dated 03.08.2018 is annexed herein as Annexure A-1. This MOU is not merely a preliminary document, it represents the commitment by Pardesi Developers themselves to assume all customer obligations, including the complainant's booking. It was subsequently approved by the Hon'ble Delhi High Court via order dated 12.02.2019 in Company Petition No. 468/2011, thereby

acquiring the force of a court-sanctioned settlement. This MOU is the foundational contractual instrument that transferred the Ushay Towers project to Pardesi Developers. Unlike the later High Court's order which merely formalized this agreement, the MOU contains explicit, unambiguous operative clauses that establish Pardesi's liability. Clause 7 of the MOU (dated 03.08.2018) provides:

*"The First Party will hand over a list of customers annexed as Annexure B with receipts of payment of 35 crores and the Second Party will take the liability of all these customers to give possession to all these customers. The First Party also undertakes to indemnify the Second Party Party to the extent that if any customer other than the names mentioned in the list claims that he has made any payment to the First Party, it will be the liability of the First Party. Any balance payment left to be collected from the said Annexure B List shall be solely collected/ received by the Second party. That the second party shall give the receipt of payment accepted by the First Party on behalf of each customer on its letter head showing that the second party has taken over the project and now the second party is under obligation to deliver the project/ flats to the customers."*

18. The MOU references "Annexure B" which contains the complete list of customers and their payment receipts totalling ₹35+ crores. While the exact composition of Annexure-B is held by Pardesi, the consistency with CMD Built-Tech's official inventory list which includes the name of the present complainant establishes that the complainant's units were transferred to Pardesi.
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19. Learned counsel for the respondent argues that CMD Built-Tech should have been impleaded as a necessary party because the original transactions were with CMD Built-Tech Pvt Ltd. and the complaint should be filed against CMD Built-Tech and not against Pardesi. This argument fundamentally misunderstands RERA's jurisdictional mandate under Section 31 of the RERA Act, 2016 which provides HRERA's jurisdiction to entertain complaints by any aggrieved allottees against "promoters."

Section 2(zd) defines "Promoter" as: "*any person who undertakes to develop a real estate project... including any person who enters into the development business as a promoter...*"

The critical point is that the HRERA's jurisdiction is against the current managing developer responsible for the project at the time of filing of the complaint, not the historical predecessor entity. Further the RERA Act, 2016 itself provides the mechanism for handling multi-entity developments under Section 18(1) which imposes duty on "the promoter" to complete the project. Also Section 2(zd) defines a promoter to include any person undertaking development. Also as per Principle of Successor Liability, once a developer assumes a project and all its liabilities, it becomes the sole promoter for all purposes as per contractual terms.

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20. The MOU dated 03.08.2018, Clause 7, explicitly states:

*"The second party shall give the receipt of payment accepted by the First Party on behalf of each customer on its letter head showing that the second*

*party has taken over the project and now the second party is under obligation to deliver the project/flats to the customers."*

This clause operates as contractual estoppel preventing Pardesi from now claiming that it is not the proper party to the complaint and that CMD Built-Tech should have been impleaded instead that Pardesi has no obligation to the customers. Pardesi accepted the obligation to customers; now it must perform or face liability.

21. The Hon'ble Supreme Court in DLF Southern Homes Pvt. Ltd. v. Wg. Cdr. A.S. Rahman Khan (2020) 16 SCC 512 held:

*"Where a developer succeeds to the obligations of a predecessor developer or transfers its project to another entity, the successor developer becomes liable to allottees for delayed possession and deficiency of service."*

This principle directly applies here. Pardesi succeeded to CMD Built-Tech's obligations, therefore, Pardesi is liable to the complainant.

**G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT NO.1:**

22. During oral arguments, learned counsel for the complainant and respondent no.1 have reiterated the submissions as were mentioned in their written arguments and pleadings.

## **H. ISSUES FOR ADJUDICATION**

23. Whether the complainant is entitled to get possession of booked flats alongwith delay interest in terms of Section 18 of RERA Act, 2016?

## **I. OBSERVATIONS AND DECISION OF THE AUTHORITY**

24. The Authority has gone through the rival contentions. In the light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as follows:

(i) With regard to the plea raised by the respondent no.1 that provisions of RERA Act, 2016, are applicable with prospective effect only, therefore the same were not applicable as on 25.06.2012 when the allottee were allotted flat nos. 504, 704 and 804 on 5th , 7th and 8th floors respectively in “Tower Kochi” in the project “Ushay Towers” , Kundli. It is observed that the issue regarding operation of RERA Act, 2016, whether retrospective or retroactive has already been decided by 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:-

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“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."

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- (ii) Respondent no.1 has also taken objection that the complaint is grossly barred by limitation. In this regard, the Authority places reliance upon the judgement 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 fulfil its obligations because of which the cause of action is re-occurring. Therefore, this objection is hereby rejected.

(iii) Respondent no.1 has also raised an objection of misjoiner/non-joinder of the necessary parties by the complainant. The complainant in his complaint has alleged that the respondent no. 1 i.e. Pardesi Developers Pvt Ltd. has taken over the project from the respondent no. 2 i.e. CMD Built-Tech Pvt. Ltd., meaning thereby that the respondent no.1 has stepped into the shoes of the respondent no.2 and is liable to discharge all the obligations pending towards the complainant. Rebutting these allegations made by the complainant, respondent no.1 in its reply has averred that the real estate project "Ushay Towers" was launched by the respondent no.2. The Flat Buyer Agreement dated 25.06.2012 was executed between the complainant and respondent no.2 and also all the sale consideration amount was received by respondent no.2 in its account. Thus, the privity of

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contract was only between the complainant and respondent no.2 i.e. CMD Built-Tech Private Ltd. Respondent no.1 is a separate legal entity and is alien to this contract. Since, there is no privity of contract between the complainant and respondent no.1, it has no obligation to discharge towards the complainant.

In this regard, Authority observes that the Hon'ble Delhi High Court in Company Petition No. 468 of 2011 titled as Shahi Exports Pvt Ltd & another vs CMD Buildtech Pvt Ltd. has passed an order dated 12.02.2019 in which the petitioner i.e. Shahi Exports Pvt Ltd, Ex-Management i.e. CMD Buildtech Pvt Ltd and Pardesi Developers and Infrastructure Pvt Ltd. have entered into a settlement agreement dated 03.08.2018 in which the Pardesi Developers and Infrastructure Pvt Ltd. on request of CMD Buildtech Pvt Ltd has settled with M/S Shahi Exports Pvt Ltd. by paying the debt of ₹11.7 crores as full and final payment amount and in consideration to this payment the CMD Buildtech Pvt Ltd has agreed to transfer the five towers namely Marina (Q-2) of (4 BHK), Crescent (P-4) of (3 BHK), Honda Bay (R-2) of (2 BHK), Kochi (R-3) of (2 BHK), Kapetown (R-4) of (2 BHK), situated in “USHAY TOWERS” project at Kundli, Sonipat and Yamuna Nagar. It establishes the fact that respondent no.1 had taken over the entire “Ushay Tower” Project including the “Kochi Tower”, where the units of the complainant are situated and stepped into the

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shoes of respondent no.2 for all intents and purposes. In view of these observations, there remains no ambiguity that there exists a promoter/allottee relationship between the complainant and respondent no.1 and after communicating the factum of taking over the project to complainant, respondent no.1 became liable for discharge of all obligations towards the complainant as per flat buyer agreement dated 25.06.2012.

(iv) Another contention of the respondent no.1 is that the complainant has not annexed any document or proof to substantiate the payments made to the respondent no.1 and there is suppression of material facts by the complainant. However, the perusal of the record shows that the payments have been made to respondent no.2 i.e. CMD Built-Tech Pvt Ltd and the complainant has attached all the relevant receipts with the complaint book. Further, it has already been clarified above that "USHAY TOWERS" has been taken over by the respondent no.1 i.e. Pardesi Developers Pvt Ltd. Therefore, all the rights and liabilities of respondent no.2 i.e. CMD Built-Tech Pvt Ltd now stands vested to Pardesi Developers Pvt Ltd. The complainant in his written arguments has also mentioned that the CMD Built-Tech's inventory list was filed during liquidation proceedings which mentions the relevant serial numbers bearing details of the payments made by the allottees including present complainant. In light of the above facts,

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the respondent no.1 has not placed any concrete evidence to rebut the payments beyond the threshold of reasonable doubt. Therefore, such contention of the respondent no.1 is rejected.

(iv) Facts set out in the preceding paragraphs demonstrate that admittedly the complainant booked three flats bearing Nos. 504, 704 and 804, on 5th, 7th and 8th Floors respectively in "Kochi Tower" measuring super area of 1212 Sq. Ft. each in the project namely "Ushay Tower" located at Kundli, Sonepat that was developed by respondent no.2. The main grievance of the complainant is that despite making payment of whole consideration of ₹84,00,450/-, the complainant has till date neither been offered possession of the flats nor has received the amount paid by him. Hence, aggrieved by this fact, the complainant has filed the present complaint seeking relief of possession of the units along with interest for the delay caused.

(v) In the complaint no. 2264 of 2022, the complainant has impleaded 'Pardesi Developers Pvt Ltd' (Formally known as CMD Pardesi Developers) as respondent no.1 and 'CMD Built-Tech Pvt Ltd' as respondent no.2. Reply has been filed on 22.09.2022 on behalf of respondent no.1. Whereas, neither respondent no.2 i.e. CMD Built-Tech. Pvt Ltd. has been represented through any counsel nor any reply has been filed on behalf of it. Therefore, respondent no.2 was proceeded against ex-parte vide order dated 19.09.2025.

*W.B.*

(vi) In the present case, the Authority observes that the complainant Mr. B.B Lal Aggarwal executed a Flat Buyer Agreement with the respondent no.2 i.e. 'CMD Built-tech Pvt Ltd' on 25.06.2012. The respondent no.2 accepted the application of the complainant and allotted him three flats bearing nos. 504, 704 and 804 on 5th, 7th and 8th floors respectively, having an approximate super area of 1212 Sq. ft each in Tower Kochi, which is a part of "Ushay Towers Project" located at Kundli, Sonepat. He has paid a total amount of ₹84,00,450/- as total sale consideration for all three flats. As per Clause 12 of the Flat Buyer Agreement, the respondent no.2 has also agreed to offer the possession of the flats within 30 months from the date of sanctions of building plans, which is not on record till date. In the absence of a specific date of sanctioning of building plans for handing over of possession, it cannot rightly be ascertained as to when the possession of said units were due to be given to the complainant. In Appeal No. 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya, Hon'ble Appellate Tribunal has referred to the observation of Hon'ble Apex Court in "2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr." in which it has been observed that the period of three years is reasonable time of completion of construction work and delivery of possession. In the present complaint, the Flat Buyer Agreement was executed on

25.06.2012 between the parties. Accordingly, taking a period of three years from the date of Flat Buyer Agreement as a reasonable time to complete development works in the project and to handover possession to the allottee/complainant, the deemed date of possession comes to 25.06.2015. The respondent no.2 should have accordingly delivered the units by 25.06.2015. It is a matter of fact that till date the complainant has not received the possession of the said flats.

(vii) The Authority observes that the respondents have severely misused its dominant position. Allotment of the flat was done on 25.06.2012, due date of possession as explained above is 25.06.2015. Now, even after the lapse of ten years, the respondents are not able to offer possession to the complainant and have not even specified the valid reason/ground for not offering the possession of the booked flat. The complainant however is interested in getting the possession of the booked flat. He does not wish to withdraw from the project. In these circumstances, the provisions of Section 18 of the Act, 2016, clearly come into play by virtue of which, while exercising the option of taking possession of the flat the allottee can also demand delayed interest and monthly interest for the entire period of delay caused at the rates prescribed. The provision of Section 18 is reproduced below:

*[Signature]*

## Section 18 - Return of amount and compensation

**“(1) 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.*

*(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.*

*(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.”*

25. So, the Authority hereby concludes that the complainant is entitled for the upfront delay interest from the deemed date of possession i.e. 25.06.2015 till the date of passing of the order i.e. 09.01.2026 and further

monthly interest till the date a valid offer is sent to him after obtaining completion certificate/occupation certificate.

26. 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;*

27. 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. 09.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR(8.80%) + 2% i.e., 10.80%.

28. 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".*

29. Authority has got calculated the interest on total paid amount from the deemed date of possession along with monthly interest till the date of passing of this order at the rate of 10.80% and said amount works out as per detail given in the table below:

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 09.01.2026
1.	₹84,00,450/-	25.06.2015	₹95,74,580/-
2.	Monthly interest		₹77,054/-

30. The complainant is also seeking compensation on account of mental agony, torture, harassment caused for delay in possession, deficiency in services and cost escalation. 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 and litigation charges

under Sections 12, 14, 18 and Section 19 of the RERA Act, 2016, which is to be decided by the learned Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72 of the Act, 2016. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

#### **J. DIRECTIONS OF THE AUTHORITY**

31. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the respondent/promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

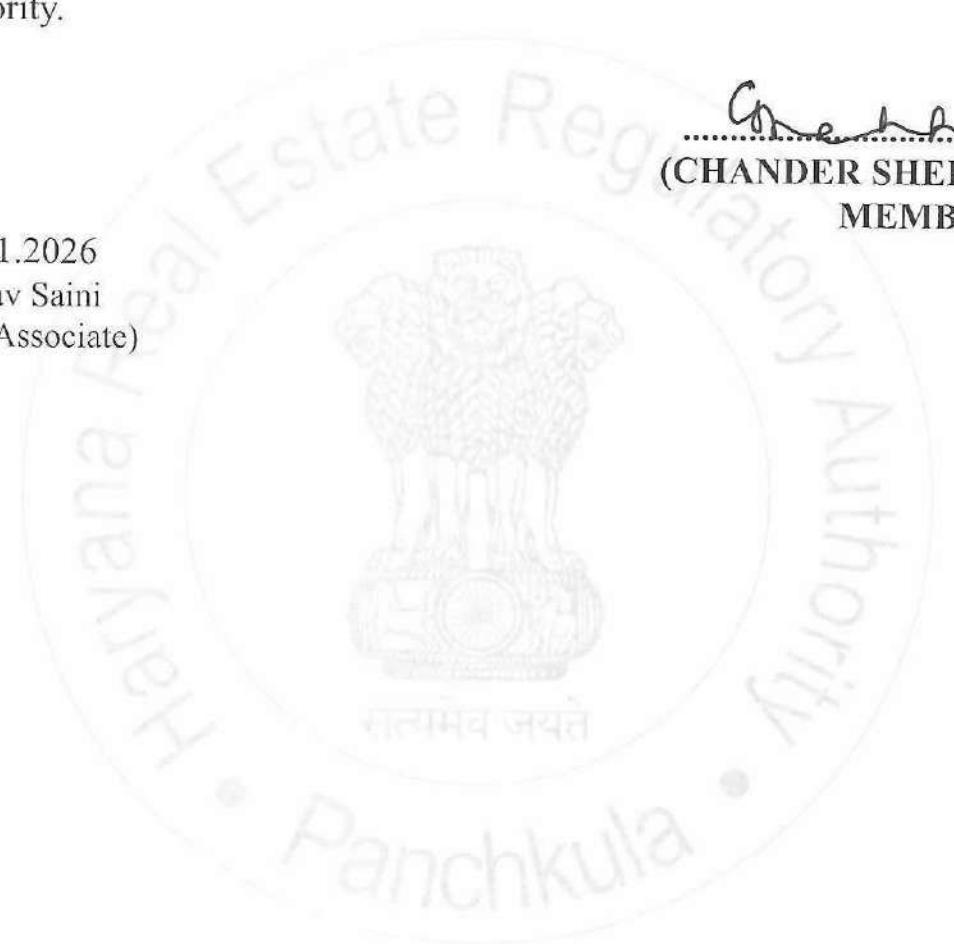
(i) Respondent no.1 is directed to pay upfront delay interest of ₹95,74,580/- as calculated above in Para 29 of this order to the complainant for all three flats towards delay already caused in handing over the possession.

(ii) Respondent's liability for paying monthly interest of ₹77,054/- on total paid amount of ₹84,00,450/- as shown in above table will commence w.e.f 10.04.2026 and it shall be paid on monthly basis till actual handing over of possession after obtaining occupation certificate/completion certificate.



(iii) A period of 90 days is given to the respondent no.1 to comply with the order failing which legal consequences would follow.

32. With above directions, all three cases are Disposed of. Files be consigned to the record room after uploading of the order on the website of the Authority.

  
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**(CHANDER SHEKHAR)**  
**MEMBER**

09.01.2026

Gaurav Saini  
(Law Associate)