



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2609 of 2023
Date of filing:	01.12.2023
First date of hearing:	09.04.2024
Date of decision:	12.01.2026

Four Corner Estate Pvt.Ltd.
through its Authorised Represenataive,
E-449, Greater Kailash-II, New Delhi.

....COMPLAINANT

VERSUS

M/s Parsvnath Developers Ltd,
Parsvnath Tower, near Shahdara,
Metro Station, Shahdara, New Delhi-110032.

....RESPONDENT

Present: - Aparna Khushwah, Counsel for the complainant through VC.
Ms. Neetu Singh, proxy counsel for Ms. Rupali Verma, Counsel for
the respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed by the complainant on 01.12.2023 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. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Parsvnath Pleasant, Dharuhera, District Rewari. .
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Unregistered
4.	Details of the unit.	T18-120A
5.	Date of flat buyer agreement	Undated. However, as per as submissions of complainant recorded in order dated 08.09.2025 is 12.04.2006.
6.	Possession clause in flat buyer agreement	Not available
7.	Due date of possession	Not available
8.	Total sale	₹32,72,220/- as per pleadings of



	consideration	respondent
9.	Amount paid by complainant	₹4,50,000/-
10.	Offer of possession	Not given till date

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT:

3. That complainant booked a flat by paying an amount of ₹4,50,000/- on 12.04.2006, approximately of an area admeasuring 1855 sq. fts. (or 172.33 sq. mtr) in a project of the respondent namely, "Parsvnath Pleasant" situated in Dharuhera, Rewari. Flat buyer agreement was also executed between the parties.
4. That as per the terms and conditions of the flat buyer agreement, the project had to be completed within a period of thirty six (36) months from the date of start of foundation of the particular Tower in which the unit is located with a grace period of six (06) months, on receipt of sanction of building plans/ revised building plans and approvals of all concerned authorities.
5. The complainant time and again approached the respondent regarding development and date of completion of the project but no satisfactory reply was given by the respondent.
6. Therefore, through various reminders dated 20.01.2020, 22.01.2020, 24.09.2020 and 20.12.2021, complainant requested for refund of the paid

amount from the respondent. Copies of these letters are annexed as Annexure C-2 with the complaint.

7. Complainant intend to withdraw from the project of the respondent and has filed the present complaint seeking refund of paid amount along with interest in terms of RERA, Act 2016 and Rules therein.

C. RELIEF SOUGHT

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

- (a) Direct the respondent to refund the deposited money which is withheld with the respondent along with interest 10.10% per annum (being MCLR+2%) from the date of deposit till realisation, i.e, from 12.04.2006-31.10.2023 in accordance with section 18(1), section 19(4) of the Real Estate (Regulation and Development) Act 2016 and Rule 15 and 16 of Haryana Real Estate (Regulation and Development) Act 2017;
- (b) Direct the respondent to pay compensation to the complainant as stipulated under clause 10(e) of the flat buyer agreement.
- (c) Direct the respondent to pay ₹15,00,000/- to the complainant on account of mental harassment caused for the delay in handing over possession of the flat;



- (d) To direct the respondent to pay to the complainant an amount of ₹1,00,000/- towards the cost of litigation;
- (e) Take necessary action and impose penalty upon the respondent Directors and other Authorised representatives as per the provision for in violation of section 3 of the Act;
- (f) Any other reliefs which this Hon'ble Authority may deem fit and appropriate in view of facts and circumstances of this complaint.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

9. Learned counsel for the respondent filed a detailed reply on 06.02.2024 pleading therein as under:

- (i) That the present complaint is not maintainable before this Hon'ble Authority.
- (ii) That present complaint is barred by limitation and this Hon'ble Authority does not have jurisdiction to entertain time barred claim
- (iii) That M/s Four Corner Estate Pvt. Ltd. was allotted a flat bearing no. T18-1201A of area admeasuring 1855 sq.ft tentatively in the project of the respondent.
- (iv) That on 15.11.2007, a letter was sent to the complainant requesting to get signed the two copies of flat buyer agreement and return the same with two recent photographs. That the basic selling price of ₹32,72,220/- was agreed to pay against the said flat.



- (v) The complainant had opted for a construction linked payment plan. All the payment demands have been made as per the agreed payment plan.
- (vi) That out of the basic selling price of unit, i.e, ₹32,72,220/-, the complainant has deposited only ₹4,50,000/- till date to the respondent. Copy of ledger reflecting the amount paid by the complainant to the respondent is annexed as Annexure R-1.
- (vii) That the interest of the complainant was protected under clause 9(c) of the builder buyer agreement in which it is clearly agreed that in case of delay in possession of the unit beyond the stipulated period, subject to force majeure and other circumstances, the respondent shall pay to the buyer compensation of ₹53.80 per sq. metre or @5/- per sq. ft. of the super built up area of the unit, per month for the period of delay.
- (viii) With regards to the status of the project in question, respondent has submitted that in the year 2007 the respondent had proposed to develop the said project under various Collaboration Agreements/ Development Agreements with the Landowner and had planned to develop the project for total land admeasuring 112.956 acres (hereinafter referred to as "Project Land"). That on 03.03.2007 DTCP granted the Petitioner ten licenses for establishment of project bearing No. 129 to 138 of 2007 for setting up of a residential colony on area measuring 112.956 acres which is falling in the revenue estate of Village Dharuhera, District, Rewari. The license was valid up to 02.03.2016.



- (ix) Respondent has already applied for renewal of license which was still pending before the DTCP, Haryana. Copies of the License 129-138 of 2007 up to 02.03.2016 and application for renewal up to 02.03.2020 are annexed as Annexure R-2 and Annexure R-3 respectively.
- (x) Respondent has completed all the development work in the project related to the infrastructures and basic amenities. It is further submitted that all the basic facilities and amenities like road, electricity, water, sewage, storm water etc, are duly available at the project site.
- (xi) That the respondent has already obtained all the necessary approvals from the competent authorities. That on 25.05.2016, the office of Senior Town Planner (STP), Gurgaon affirmed to DTCP, Haryana vide Memo No. STP (G)/ 2016/712 dated 25.05.2016 that all the development works of the project-site as per the approved layout plan have been completed. Copy of the memo no. STP (G)/2016/712 dated 25.05.2016 issued by Senior Town Planner (STP) is annexed as Annexure R-4.
- (xii) That on 21.02.2021, inspection visit at project site was conducted by the Ld. CTP, HRERA, Panchkula and the observations noted by the Ld. CTP, were submitted before the Hon'ble Authority.
- (xiii) That respondent is willing to offer an alternate property to the complainant subject to the mutual consent of the complainant and the respondent and availability of the units in the alternate projects.
- (xiv) Complainant defaulted in making the payments of the instalments.



E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

10. On 08.12.2025, Authority observed that, "*Vide its order dated 08.09.2025, last opportunity was granted to the complainant to file rejoinder and further directed to clarify date of builder buyer agreement in the form of written submissions, before the next date of hearing. As per office record, rejoinder has not been received in the Authority.*

Today, when the case was called up, no one has appeared on behalf of complainant. However, later on Mr. Chirag Sharma, appeared on behalf of complainant and stated that rejoinder has been filed."

F. ISSUES FOR ADJUDICATION

11. Whether the complainant is entitled to refund of the amount deposited with the respondent along with interest in terms of Section 18 of Act of 2016 and rules therein?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

12. Respondent has taken an objection that complaint is grossly barred by limitation. In this regard, Authority places reliance upon the judgment 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 fulfill its obligations because of which the cause of action is re-occurring.

13. Factual matrix of the case is that admittedly, complainant applied for registration of a residential unit in the respondent's upcoming project in the year 2006 and paid an amount of ₹4,50,000/- against "present and future project" for which respondent issued receipt dated 12.04.2006 which is annexed at page no. 13 of the complaint file. Thereafter, flat buyer agreement was executed between the parties (undated) for the unit no. T18-1201A admeasuring 1855 sq ft. for a basic sale consideration of ₹32,72,220/- against which complainant has paid an amount of ₹4,50,000/- till date.

14. As per clause 10(a), of the flat buyer agreement construction of the unit was to be completed within a period of thirty six (36) months from the date of start of foundation of the particular Tower in which the unit is located with a grace period of six(06) months, on receipt of sanction of building plans/ revised building plans and approvals of all concerned authorities. It is pertinent to mention that the particular date of start of foundation of the



particular Tower in which the unit is located has not been disclosed by either of the parties. Moreover, on perusal of the possession clause, this Authority is of the view that clause is completely vague, arbitrary and favouring the respondent only.

Therefore, the deemed date of completion of the unit shall be considered from 36 months from the execution of the flat buyer agreement. However in present case, flat buyer agreement is undated and unsigned. But as a matter on record it is admitted fact that unit no. T18-1201A admeasuring 1855 sq ft. is allotted to the complainant. Now, main question which arises is what is the deemed date of possession in the present case. In general circumstances in absence of builder buyer agreement, reliance is placed on **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) &Anr 2018 STPL 4215 SC** wherein Hon'ble Apex Court has observed that period of 3 years is reasonable time of completion of construction work and delivery of possession. The facts remains that in present complainant, that neither any allotment letter nor any flat buyer agreement executed but respondent allotted the unit in favour of complainant. Therefore, 3 years can be taken from the date of receipt, i.e, 12.04.2006 for offer of possession. Hence, deemed date of completion of the unit works out to 12.04.2009. Further, it is a matter of fact that the respondent promoter has till date neither handed over possession nor completed the construction of the unit, thus, the respondent



has failed to fulfill its obligation to handover the possession within stipulated/agreed time.

15. As per observations recorded in the preceding paragraph possession of the unit should have been delivered to the complainant by 12.04.2009. However, respondent has failed to complete construction of the project and deliver possession within stipulated time. Now even after a lapse of 16 years from the proposed date of delivery of possession the construction of the project is not complete and the respondent is not in a position to handover possession in foreseeable future. Respondent has submitted that basic infrastructure and facilities are available at site and an offer of possession will soon be made to the complainant, but again the respondent has failed to attach latest photographs of site and/or the unit in question to give weight to its claim with regard to handing over of possession of the unit in foreseeable future. In such circumstances, the complainant who is already waiting since 12.04.2009, cannot be forced to wait further for delivery of possession of the booked unit for an indefinite amount of time. Complainant in this case does not wish to continue with the project on account of inordinate delay caused in delivery of possession and hence is seeking refund of paid amount along with interest as per RERA Act 2016.

16. Further, 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(S). 6745 - 6749 of 2021 has observed that in case of delay in



granting possession as per agreement for sale, the allottee has an unqualified right to seek refund of amounts paid to the promoter along with interest. 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.”

The 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.

17. Authority observes that the project, i.e., "Parsvnath Pleasant" is already delayed by several years. It is still not complete and admittedly respondent are not in a position to complete the project within reasonable time. The



complainant wishes to withdraw from the project of the respondent, therefore, the Authority finds it to be a case fit for allowing refund in favour of the complainant. So, the Authority hereby concludes that complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of failure on part of the respondent. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. Section 18 of RERA Act, 2016 is reproduced below for reference:

"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"



18. Further, the definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

19. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: “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”

20. Hence, Authority directs the respondent to refund to the complainant the paid amount along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, i.e, at the rate of SBI highest marginal cost of lending rate SBI (MCLR) + 2 % which as on date works out to 10.80% (8.80% + 2.00%) from the date amounts were paid till the actual realization of the amount.

21. Authority has got calculated the interest on total paid amount from date of payment till date of order (i.e 12.01.2026) and same is depicted in the table below:

Sr.no	Principal amount	Date of payments	Interest accrued till 12.01.2026
1.	₹4,50,000/-	12.04.2006	₹9,60,815/-
	Total= ₹4,50,000/-		₹9,60,815/-
Total amount to be refunded by respondent to complainant= ₹4,50,000/- + ₹9,60,815/- = ₹14,10,815/-			

22. Complainant is seeking legal expenses, compensation on account of mental harrassment. 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 & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief for mental torture, agony, discomfort and undue hardship of litigation expenses.

23. Reliefs under clause no. (b) and (e) were neither argued nor pressed upon. Therefore, no observations are made on these issues.

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

- (i) Respondent is directed to refund the entire paid amount of ₹4,50,000/- with interest of ₹9,60,815/- to the complainant. It is further clarified that respondent will remain liable to pay interest to the complainant till the actual date of 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 off.** File be consigned to record room after uploading of the order on the website of the Authority.



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NADIM AKHTAR
[MEMBER]

