Date of Decision	**15.01.2026**

S.No.	Complaint nos.	Complainants	Respondents
1.	1266 of 2024	**Mrs. Rita Puri** W/o Sh. Ajay Puri R/o 338/5A, Near Ram Mandir Bhagwan Nagar Colony, Pipli,Kurukshetra-136131, Haryana	**Aegis Value Homes Ltd,** registered office at EF-10, Second floor, Inderpuri, Delhi-110012 through its Authorised Signatory Mr. Divey Dhamija
2.	1741of 2024	**Deepika** W/o Sh. Sudarshan Kumar, R/o 1785/8 Salarpur Road, Hargovindnagar, hanesar Kurukshetra-136118, Haryana	**Aegis Value Homes Ltd.,** registered office at EF-10, Second floor, Inderpuri, Delhi-110012 through its Authorised Signatory Mr. Divey

			Dhamija
3.	**1742of 2024**	**Ajay Kumar** S/o Sh. Ram Dutta Mishra, R/o H no. 105, Block-A, First Floor, Twin Towers, Opposite Ansal Emerald Heights, 125 FT, Link Road, Ansal Town, District Agra, UP	**Aegis Value Homes Ltd.,** registered office at EF-10, Second floor, Inderpuri, Delhi-110012 through its Authorised Signatory Mr. Divey Dhamija

CORAM: **Parneet Singh Sachdev** **Chairman**
Nadim Akhtar **Member**
Chander Shekhar **Member**

Present: - Mr. Ashwarya Bajaj, Counsel for the complainants through VC (in all captioned complainants).

Mr. Neeraj Goel, Counsel for the respondents (in all captioned complainants).

ORDER (PARNEET S SACHDEV-CHAIRMAN)

1. This order shall dispose of above captioned three complaints filed by the complainants before this Authority 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 fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

2. These three complaints are taken up together as facts and grievances of all three captioned complaints are more or less identical and relate to the same project of the respondent, i.e., "Smart Homes Karnal", situated at Sector 32-A, Tehsil an District Karnal, Haryana. The fulcrum of the issue involved in these cases pertains to failure on the part of respondent/promoters to deliver timely possession of unit in question. Therefore, **Complaint No. 1266 of 2024 titled as "Mrs. Ritu Puri Versus Aegis value Homes Limited"** has been taken as lead case for disposal of these three captioned matters.

A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Smart Homes Karnal
2.	Name of the promoter	M/s Aegis Value Homes Ltd
3.	RERA registered/not registered	Registered
4.	Unit no.	A3-506

4. Further the details of sale consideration, the amount paid by all the complainants and proposed date of handing over of the possession have been given in following table:

Sr. no	Complaint no.	Flat no./area	Builder buyer agreement	Deemed date of possession	Total sale consideration	Paid amount
1.	1266/2024	A3-506/638.80 sq.ft	16.08.2017	24.07.2022	Rs. 19,89,320	Rs.18,40,122/-(as per page no. 49 of complaint book)
2.	1741/2024	A3-206/638.80 sq.ft.	23.08.2017	24.07.2022	Rs. 19,89,320	Rs. 21,08,681/-(as per page no. 46 of complaint book)
3.	1742/2024	A3-1105/604.30 sq.ft.	11.08.2017	24.07.2022	Rs. 19,04,540	Rs.17,70,584(as per page no. 48 of complaint book)

B. FACTS AS PER THE COMPLAINT No. 1266 of 2024

5. That the complainant booked the flat in the aforesaid project having a carpet area of around 638.80 sq.ft for a total consideration of approximately ₹ 19 lakhs out of which an amount of Rs. 18,40,072/- has been paid by the complainant. The copy of the Agreement dated 16.08.2017 and the account ledger depicting the same are annexed as Annexure C-1 & C-2 respectively.

6. That the respondent-builder assured the complainant that the possession of the said flat would be delivered to the complainant within 4 years from the date of approval building plans and grant of environmental clearance whichever is later. The relevant clause in the aforementioned agreement regarding the possession of the flat is reproduced below for the ready reference:

> "2. *Possession*
> *3.1 Subject to Force Majeure Circumstances, intervention of Statutory Authorities, receipt of occupation certificate and Allottee having timely complied with all its obligations and requirements in accordance with this agreement without any default, the Developer will endeavour to offer possession of the said Apartment to the Allottee within a period four years from the date of approval of building plans or grant of environment clearance whichever is later (hereinafter referred to as the "Commencement Date")*

7. That the respondent-builder after entering into the agreement with the complainant and taking huge amount did not give any information to the complainant regarding the ongoing construction of the said flat. It is

pertinent to mention here that as per section 19 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter Act 2016) the complainant is entitled to know stage wise time schedule of completion of the project. The complainant when did not receive any information from the respondent-builder after paying such a huge amount of money inquired about the said project, then he was shocked to know that nothing at all has been done by the respondent-builder after taking the money from the complainant.

8. That the respondent-builder while acting in an utterly unlawful arbitrary and illegal manner played a fraud upon the complainant by taking money from him and not even laying a single brick at the project site initially. It is submitted here that the complainant completely lost his confidence in the builder as initially no construction was being carried out. Various complaints were also lodged against the builder for defrauding the home buyers.

9. That the respondent builder is claiming exaggerated amount from the complainant which is wholly unjust and illegal. It is submitted that the complainant cannot be penalized for the default committed by the respondent. It is further submitted here that the respondent builder is liable to pay compensation to the complainant on the ground of delay in delivery of possession of the flat but in the present case shockingly

builder is claiming interest from the complainant which is completely illegal.

10. That the complainant is a middle class lady who gave her hard earned money with the assurance that she will get the possession of the said flat within four years from the commencement date but it is apparent that the respondent-builder is not willing to give the possession of the flat as per the terms and conditions mentioned in the agreement.

11. That the complainant when inquired about the aforementioned project and the respondent-builder then he was shocked to know that various FIR are pending against the respondent-builder as many innocent buyers were cheated by the respondent-builder. It is pertinent to mention here that the Regd. Office of the respondent-builder at Karnal was locked for the so many months and the respondent-builder is not even responding to the various e-mails sent by the complainant. The complainant has been duped by the respondent-builder just like so many other persons.

12. That the respondent-builder is a habitual offender as it is patent from the aforementioned facts, the respondent-builder never had any intention to deliver the possession of the flat and the sole intention of the respondent-builder was to take money from the innocent persons such like the complainant and never give it back.

13. That the respondent-builder has certainly acted averse to the various provisions enshrined in the Real Estate (Regulation and Development) Act, 2016 and thus is liable to be strictly dealt with by this Hon'ble Forum. The respondent-builder did not pay any heed to the various e-mails sent by the complainant and did not send even a single intimation regarding the status of the aforementioned project.

14. That the respondent is not going to deliver the possession of the flat and therefore, the complainant entitled to claim the refund under Section 19(4) of RERA Act, 2016 of amount paid by her alongwith interest.

15. That the respondent-developer claims to have obtained a license No.02 of 2016 dated 05.03.2016 granted by The Director, Town & Country Planning, Government of Haryana, for construction and development of an affordable group housing Colony as per affordable policy 2013 on a freehold plot of land measuring approximately 5.6534 Acres (hereinafter referred to as Project Land) situated at Sector 32-A, Tehsil and District Karnal. The respondent developer further claimed that he got the building plan approved vide memo No.ZP-1112/AD(RA)/2017/404 dated 03.03.2017 from the office of DGTCP.

C. RELIEF SOUGHT

16. Complainant sought following reliefs :

i. To give necessary directions to the respondent for refund of the paid amount by the complainant along with interest @ 24 % per annum.

ii. Respondent be directed to pay an amount of ₹ 5 lakhs to the complainant on account of mental harassment being caused due to the illegal and unlawful conduct of the respondent-developer.

iii. Exemplary penalty may be levied on defaulting promoters, to curb the practice of exploitation of innocent buyers.

iv. The bank accounts no. 009511100002634, Andhra Bank, Chandigarh, of the respondent- developer be seized so as the compensation and other penalties levied as per law may be realized. Further any other bank account which may come to the notice of this Authority may also be seized for the purpose mentioned above and for the purpose of escrow Account as provided in Section 4 of the Act, 2016.

v. That in addition to the compensation detailed above further compensation on account of legal expenses and other forced misc. expenses also to be paid for an amount ₹ 2 lacs.

vi. Any other order or direction as this Hon'ble Authority may find reasonable in the facts and circumstances of instant case, may also be granted.

D. REPLY ON BEHALF OF RESPONDENT FILED IN REGISTRY ON 26.11.2025

17. That the present complaint is filed with unclean hands and lacks bona fides. The complainant has deliberately suppressed material facts from this Hon'ble Authority and has presented a distorted version of events.

18. That the complainant has wilfully defaulted in making timely payments as per the agreed payment schedule and has been in continuous breach of the Builder Buyer Agreement. Despite multiple reminders, demand notices, and offers of possession, the complainant has failed to clear outstanding dues and take possession of the allotted unit.

19. That in view of the complainant's own defaults and breaches, the present complaint is not maintainable in law and deserves to be dismissed with exemplary costs.

20. That Respondent No. 1 is developing an affordable group housing project namely "Smart Homes Karnal" at Sector-32A, Karnal, Haryana under License No. 02 of 2016 dated 05.03.2016 granted by Director General Town & Country Planning, Haryana. True copy of the said License dated 05.03.2016 is annexed as Annexure R-1/1.

21. That the project is duly registered under RERA vide Registration No. 265 of 2017 dated 09.10.2017 and is being developed in accordance

with the Affordable Housing Policy 2013 of the Government of Haryana. True copy of the said registration certificate dated 09.10.2017 is annexed herein as Annexure R-1/2.

22. That the possession was to be offered within 4 years from the date of approval of building plans (03.03.2017) as per website or grant of environment clearance (24.10.2017), whichever is later which comes out to be 24.10.2021 and since the completion date falls within the covid notification, the due date after adding 9 months extension granted by this Ld. Authority comes out to be 24.07.2022, subject to timely payments by the allottee, and other conditions mentioned in the agreement. True copies of building plans and environment clearance are annexed as Annexure R-1/3 & R-1/4 respectively.

23. That pursuant to draw of lots held on 07.07.2017, complaint was allotted Unit no. A3-506, 5th floor, tower A-3 having carpet area of 538.70 sq.ft. (the said area was later increased to 554.65 sq.ft) for basic sale consideration of Rs. 19,89,320/-. Builder buyer agreement was executed on 16.08.2017, containing detailed terms and conditions:

- Payment schedule spread over 36 months
- Possession clause within 4 years timeline from building plan approval/environment clearance (whichever later)
- **Force majeure provisions covering natural calamities government orders, court orders**

- Interest liability @ 15% p.a. on payment defaults
- cancellation rights for material breach by either party.

24. That the complaint is founded on false and fabricated allegations of delay in possession, when in fact:

a) Occupation Certificate dated 20.09.2024 has been duly granted by the Director, Town and Country Planning, Haryana for Towers A1, A2, A3, A4, A5, A6, A7 & B1 covering 877 dwelling units including the complainant's Unit A3-506 and the present complaint has been filed on 27.09.2024 with defects and the final complaint was filed on 24.10.2024, which is after receiving of Occupation Certificate and in accordance to law laid down in Newtech Judgment by Hon'ble Supreme Court the prayer for refund is not maintainable after the grant of occupation certificate. (True copy of the said Occupation Certificate is annexed herein as Annexure R-1/6).

b) Multiple Offers of Possession were issued on 05.10.2024 and 01.12.2023 which remain unaccepted due to complainant's payment defaults (True copies of the said Offer of Possessions are annexed herein as Annexure R-1/7); It is also worth mentioning here that as per the settled law by the Ld. Appellate Tribunal the complainant is only entitled for delay in possession charges up till

valid offer of possession and consequently, promoter is eligible to claim same delay in payment charges on same rate of interest.

c) The project completion has been achieved despite unprecedented force majeure events documented over **1147** days between 2017-2024.

25. That the complainant's conduct demonstrates lack of bona fides and commitment towards the project:

- Made initial payment of R1,95,227/-
- Subsequently defaulted on scheduled payments
- Again, defaulted on subsequent payments. (True copies of the demand letters are annexed herein as Annexure R-1/8)

26. That the complainant is in gross breach of his statutory and contractual obligations under Section 19(6) and (7) of the Real Estate (Regulation and Development) Act, 2016, which mandate:

Section 19(6): "Every allottee, who has entered into an agreement for sale to take an apartment, plot or building shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any."

Section 19(7)- " The allottee shall be liable to pay interest, at such rate as may be prescribed for any delay in payment towards any amount or charges to be paid under sub-section(6)"

27. That the Financial position and Outstanding dues of the present complainant is about Rs. 7,06,969/- which are duly explained with offer of possession dated 05.10.2024.

28. That the complainant has deliberately and fraudulently suppressed the following material facts, thereby violating the fundamental principle of uberrima fides (utmost good faith):

a) Multiple demand notices and payment reminders sent between 2017-2025 which remained unheeded;

b) SWAMIH funding of Rs.200 crores sanctioned by Government of India for project completion;

c) Grant of Occupation Certificate on 20.09.2024 demonstrating project completion.

29. That the Hon'ble Supreme Court in S.P. Chengalvaraya Naidu v. Jagannath & Ors. reported in (1994) 1 SCC 1 held at Para 17:

> *"Suppression of material facts amounts to playing fraud on the court as well as on the opposite party... A litigant who approaches the court must come with clean bands and must make a true and full disclosure of facts. He cannot be permitted* to obtain an order by making a false or incomplete disclosure."

30. That the complainant having enjoyed the benefits of Haryana Affordable Housing Policy 2013 including subsidized rates and concessional pricing, cannot now reprobate his payment obligations while simultaneously seeking to approbate the benefits received. This violates

the established doctrine that one cannot blow hot and cold in the same breath.

31. The Hon'ble Supreme Court in Mahabir Prasad Santuka v. Mahabir Prasad Mantri reported in (2004) 9 SCC 681 observed at Para 15:

> *"The doctrine of approbate and reprobate means that no party can accept and reject the same instrument and that no party can take benefit under the document and then tum around and dam that the document is hot binding upon him."*

32. That the project faced unprecedented and well-documented force majeure events totalling **1147** days as detailed in the comprehensive Force Majeure documentation along with orders which are annexed herein as Annexure R-1/9.

33. That recognizing the genuine challenges faced by the project, the SWAMIH Investment Fund I (Government of India initiative) sanctioned Rs. 200 crores funding on 28.01.2021 for last-mile financing to ensure project completion. This demonstrates government recognition of the project's viability and completion timeline challenges.

34. That despite unprecedented challenges, the respondent has successfully completed the project, as evidenced by the Occupation Certificate dated 20.09.2024 granted by Director, Town and Country Planning, Haryana for Towers A1, A2, A3, A4, A5, A6, A7 & B1 covering all 877 dwelling units.

35. That the Occupation Certificate specifically covers Unit A3-506 allotted to the complainant, thereby conclusively establishing that:

a) Project has been completed in accordance with approved plans

b) All statutory clearances and compliance requirements have been fulfilled.

c) Physical possession is ready for delivery upon payment of outstanding dues

36. That even in Newth Promoters and Developers Pot K. v. State of U.P. & Ors. (2021) 17 SCC 607 - The Apex Court categorically held at Para 56-57:

> *"We are of the view that the promoter cannot be made table for the delay which is caused at the instance of the allottee. In such cases, the alloottee cannot claim any compensation or interest from the promoter.. The object und scheme of the Act is very dear that the Parliament intended to protect the interest of allottees/ consumers and for that purpose, it imposed certain obligations on the promoters. But at the same time, it cannot be ignored that the allotters also have certain obligations which are required to be performed by them. If the allottees fail to perform their part of obligations, then they cannot turn around and claim any relief against the promoter. "*

37. That the Hon'ble Supreme Court in Pioneer Urban Land and Infrastructure Ltd. v. Union of India(2019) 8 SCC 416 observed at Para 122:

> *"Under the RER A Act, both the promoter and the allottee have to perform their respective obligations in a timely manner. The promoter has to develop and deliver the project in time and the allottee has to make payments in time. If either of them commits default, the other party gets a right to claim compensation including interest."*

38. That in Imperia Structures v. Anil Patni & Anr. Punjab & Haryana High Court in CWP-24295-2017 held:

> *"The allottee cannot claim refund with interest under Section 18 of the RERA Act when be himself is in default of payment obligations. The relief under Section 18 is available only when the delay is attributable to the promoter and not when the allottee fails to make timely payments as agreed."*

39. Similarly in M/s Vatika timied v. Sete of Haryans & Ors. Punjab &t Haryana High Court in CWP-8003-2020 observed:

> *"The RERA Act creates reciprocal obligations. Were an allottee seeks refund despite his own default in payments, such claim cannot be sustained as it would amount to seeking benefit from his own breach."*

40. That even Hon'ble Appellate Tribunal in M/s Venetian LDF Projects

LIP v. Rajni Singh & Ors. HREAT Appeal No. 755/2024 - The Tribunal at Para 24-26 held:

> "The allottee who default in payment of instalments as per agreed schedule cannot claim that the promoter is in breach. The promoter is entitled to charge interest of the agreed rate and with hold possession until full payment is made. The allottee's own breach disentitles him from claiming any relief under Section 18 of the RERA Act."

41. That in M/s M3M India Pvt. Ltd. v. Meenakshi Bhatia HREAT Appeal No. 883/2024 - The Tribunal at Para 31-33 ruled:

> *"Once the offer of possession is made by the promoter after obtaining occupation certificate, the liability shifts to the allottee to make the balance payment and take possession. Thereafter, the allottee becomes liable for holding charges and maintenance charges as per the agreement."*

42. That in Section 51 of the Indian Contract Act, 1872 provides:

> *"When a contract consists of reciprocal promises to be simultaneously performed, no promisor need perform his promise unless the promise is ready and willing to perform his reciprocal promise."*

43. That Hon'ble Supreme Court in Union of India v. M/s Kailash Nath Associates (2015) 4 SCC 136 elaborated at Para 43:

> *'The principle of reciprocal promises is fundamental to contract law. A party who is himself in breach cannot demand performance from the other party. The defaulting party cannot seek legal remedy while remaining in continuing breach of his own obligations. "*

44. That in Paragraph 7(v) of the Haryana Affordable Housing Policy 2013 specifically provides:

> *"In case of voluntary withdrawal by the applicant or payment default beyond the grace period, the developer shall be entitled to forfeit the booking amount and interest component on delayed payments. The balance amount shall be refunded within 90 days after adjusting the forfeiture amount."*

45. That the complainant having availed benefits under this policy at subsidized rates cannot escape the corresponding obligations and penalty provisions contained therein.

46. That the Ministry of Housing & Urban Affairs, Government of India vide Advisory dated 13.04.2020 specifically recognized COVID-19 as force majeure event affecting real estate projects and recommended extension of project timelines.

47. That the Haryana Government and HRERA issued multiple notifications extending project completion timelines on account of COVID-19 and other force majeure events, thereby providing legal sanctity to the delays.

48. That various High Courts have recognized construction bans imposed by environmental authorities as valid force majeure events.The Delhi High Court in M/s Halliburton Offshore Services Inc. v. Vedanta Ltd. (2020) 280 DLT 169 held:

> *"The COVID-19 pandemic and consequent lockdown imposed by the Government constitutes a force majeure event which was beyond the contemplation of the parties at the time of entering into the contract."*

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

49. Ld. counsels for both the parties reiterated their submissions as mentioned in the complaint and reply. Further, ld. Counsel for complainant submitted that application stating amended memo of parties stands filed on 11.12.2025 in registry.

F. ISSUE FOR ADJUDICATION

50. Whether the complainant is entitled to the reliefs sought or not?

G. OBSERVATIONS AND DECISION OF AUTHORITY

51. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that the complainant booked a flat in the real estate project; "Smart Homes Karnal, being developed by the promoter namely; "Aegis Value Homes Ltd.". Thereafter, flat buyer agreement was executed between the parties on 16.082017 for unit bearing no. A-3-506 admeasuring 638.80 sq.ft . Complainant has paid a total amount of ₹18,40,072/- out of total sale consideration of ₹19,89,320/-.

52. Further, in compliance of last order dated 27.11.2025, complainant has filed an application on 11.12.2025 in registry, wherein complainant has filed an amended memo of parties. Accordingly, now the relief of refund claimed by complainant is against respondent no. 1 only and no other relief pertains to any other respondent. Accordingly, no direction is passed against respondent no. 2,3 and 4 in this order.

H. FINDINGS ON THE OBJECTIONS RAISED BY THE RESPONDENT:

H.i. Objections raised by respondent that under section 19 (6) and 19 (7) of the Real Estate (Regulation and Development) Act, 2016, obligation to make payment against the unit was on complainant. Therefore, the Complainant cannot seek any relief under the provision of the Real Estate (Regulation and Development) Act, 2016 or rules framed thereunder.

With regard to this objection raised by the respondents, Section 19(6), 19(7) of the Real Estate (Regulation and Development) Act, 2016 are reproduced below:

> 19(6)*"Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any."*

As per section 19 (7) of the Real Estate (Regulation and Development) Act, 2016-

> *"The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)."*

The respondent during hearing also stated that since it is an affordable housing policy, complainant was bound to pay as per Timely payment plan. Complainant on the other hand argued that till

2022, payments were made as per demand of respondent, thereafter, taking note that no development over construction has been made by respondent, complainant lost faith in respondent and had stopped making further payments. On perusal of buyer agreement, it is clear that complainant had opted for a Timely Payment Plan (TPP) as annexed at page no. 48 of complaint book. Further, as per table mentioned at page no. 15 and 16 of complaint book, it is clear that complainant had made payments from year 2017- 2022 and last payment of ₹2,68,558/- was paid on 04.04.2022 to respondent which was after expiry of deemed date of possession, i.e., 24.10.2021. This shows the intention of the complainant that he was ready to pay even after delay caused on part of respondent. Furthermore, the total sale consideration of unit was ₹19,89,320/- out which ₹ 18,40,072/- stands paid by the complainant. Meaning thereby, 95% of the payment on part of complainant stands paid to respondent till date.

As per Sections 19(6), 19(7) certain obligations have been imposed on the buyer to make timely payments and take possession when the promoter issues a notice of possession. In present case, as per builder buyer agreement executed on 16.08.2017, complainant had opted for timely payment schedule (annexed at page no. 48 of complaint), same is reproduced below:-

Time of Payment	% of the total price payable
At the time of submission of the application	5% of the total price
At the time of Draw	₹ 2,00,000/-
Within 1 month from the date of draw	20% of the total price- Rs. 2,00,000/-
Within 6 months from the date of draw	12.5 % of the total price
Within 12 months from the date of draw	12.5 % of the total price
Within 18 months from the date of draw	12.5 % of the total price
Within 24 months from the date of draw	12.5 % of the total price
Within 30 months from the date of draw	12.5 % of the total price
Within 36 months from the date of draw	12.5 % of the total price

In consonance with the above mentioned plan, complainant was under an obligation to make payments with time lines mentioned in

agreement. Relevant information in tabular manner (annexed at page no. 15, 16 and 49 of the complaint book) is placed below for ready references:-

Sno.	Time of Payment	% of total sale consideration	Payment made	Receipt no.
1.	At the time of submission of application	5% of total price	₹ 95,227/- dated 06.06.2017 ₹ 1,00,000/- dated 12.07.2017	Account ledger at page no. 49 of complaint book
2.	At the time of draw (07.07.2017)	Rs.2,00,000/-	₹ 3,02,103/- dated 31.03.2018	Account ledger at page no. 49 of complaint book
3.	Within 1 month from the date of draw	Rs. 2,00,00/-	-₹ 2,00,000/- dated 17.05.2021	
4.	Within 6 month from the date of draw	12.5 % of total price	-₹ 2,00,000/- dated 15.06.2021	
5.	Within 12 month from the date of draw	12.5 % of total price	-₹ 1,00,000/- dated 21.09.2021	
6.	Within 18 month from the date of draw	12.5 % of total price	-₹ 1,00,000/- dated 11.10.2021	
7.	Within 24 month from the date of draw	12.5 % of total price	-₹ 4,74,184/- dated12.11.2021 ₹ 2,68,558/- dated 04.04.2022	
8.	Within 30	12.5 % of		

	month from the date of draw	total price		
9.	Within 36 month from the date of draw	12.5 % of total price		
	Total Paid amount till date		₹ 18,40,072/-	

As per above mentioned table, it is clear that complainant had made payment of ₹ 95,227/- i.e. pay 5 % of the total price on 06.06.2017. Second payment was made by complainant at time of draw of ₹ 1,00,000/- on 12.07.2017 (date of draw i.e., 07.07.2017 as stated by complainant and not objected by respondent. Third payment from complainant was supposed to paid 20% of the total price - Rs. 2,00,000/- within 1 month from the date of draw i.e., by 07.08.2017. However, complainant had paid an amount of ₹ 3,02,103/- on 31.03.2018 respondent. Accordingly, five more payments were made by complainant of ₹ 2,00,000/- dated 17.05.2021, ₹ 2,00,000/- dated 15.06.2021; ₹ 1,00,000/- dated 21.09.2021, ₹ 1,00,000/- dated 11.10.2021, ₹ 4,74,184/- dated12.11.2021and last paid amount of ₹ 2,68,558/- on 04.04.2022.

The above transaction shows that complainant had paid the initial 2 payments on time and thereafter payments were made with certain

delays. On the other hand respondent was also bound to construct the project as per above stated timely plan. However, actual position as stated by respondent in its reply is that occupation for the project was granted by competent Authority on 20.09.2024, meaning thereby, in any case, the construction was delayed as per timely plan, accordingly the deemed date of possession mentioned in clause 2(3.1) of builder buyer agreement also got expired.

Further, it is important to note that the clauses pertaining to builder buyer agreement stated above and Section 19 of the RERD Act, 2016 cannot be read in isolation. Builder buyer agreement is one comprehensive document and as per said document, responsibility of the promoter was to complete the project by the timeline provided therein. However, respondent has failed to do the same. This failure on the part of the respondent at one stroke takes away the duty of full payment from the domain of allottees.

In case of **Nathulal v. Phoolchand**, *AIR 1970 SC 546, the Hon'ble Supreme Court categorically held that where the obligations of the parties are* ***reciprocal and inter-dependent****, the performance of one party is conditional upon the prior performance of the other, and therefore,* ***a party who has failed to perform his part of the contract cannot compel performance from the opposite party****. The Court further observed that unless the vendor was* ***ready***

***and willing to perform his own obligations**, he was not entitled to insist upon the purchaser fulfilling his part of the contract."*

Above stated judgment squarely applies to the present case, as the complainant cannot be expected to perform or continue performance of his obligations once the respondent has already committed breach of its primary contractual duties of not constructing unit booked on the date promised as per agreement. Accordingly, the complainant was fully justified in withholding further payments in view of the respondent's default.

Further, it is important to note that complainant has made various payments as stated above out of the total sale consideration and played his part of the builder buyer agreement. However, respondent, on the other hand has failed to complete construction on prescribed time or failed to perform his part of the act.

In view of the above facts the respondent's claim that the complainant is not entitled to relief under RERD Act, 2016 is unsustainable. Failure to meet statutory obligations by the Promoter entitles the buyer to seek relief under RERD Act, 2016, such as compensation for delays or refund with interest.

H.ii. Objections raised by the respondent regarding force majeure conditions.

Respondent stated that the obligation to deliver possession within the period stipulated in the Flat Buyer Agreement, i.e., within 4 years from the date of approval of building plans (03.03.2017) or grant of environment clearance (24.10.2017), whichever is later makes the due of possession as 24.10.2021. Further, the respondent claimed reprieve on the basis of Covid notification of the government for 9 months as per pleading in para 7 at page no. 2 of reply.

53. For explaining the delay in construction, respondent had claimed *force majeure* at page no. 2, 3 and 6 of reply citing various natural calamities, government orders, court orders contributing to delay of **1147 days in completion of project**. The onus squarely lies with the respondent to explain how mere writing one line in pleading explains the nature of force majure faced by respondent (except Covid). Further onus also lies upon the respondent to explain how each order directly affected its construction activities. It is the stand of respondent that force majeure provisions covering natural calamities, government orders, court orders affected the project completion for 1147 days. However, no detailed explanation with regard to the same has been filed by respondent.

Force majeure is a French expression which translates, literally, to "superior force". To appreciate its nuances, jurisprudence of the

concept under the Indian Contract Act, 1872 need to be elucidated. In the context of law and business, the Merriam Webster dictionary states that force majeure usually refers to "those uncontrollable events (such as war, labor stoppages, or extreme weather) that are not the fault of any party and that make it difficult or impossible to carry out normal business. A company may insert a force majeure clause into a contract to absolve itself from liability in the event it cannot fulfill the terms of a contract (or if attempting to do so will result in loss or damage of goods) for reasons beyond its control". Black's Law Dictionary defines Force Majeure as follows, "In the law of insurance, superior or irresistible force. Such clause is common in construction contracts to protect the parties in the event a part of the contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by exercise of due care. Typically, such clauses specifically indicate problems beyond the reasonable control of the lessee that will excuse performance."

In India, it is often referred to as an "act of God". Various courts have, over time, held that the term force majeure covers not merely acts of God, but may include acts of humans as well. The term *"Force Majeure" is based on the concept of the Doctrine of*

Frustration under the Indian Contract Act, 1872; particularly Sections 32 and 56. The law uses the term "impossible" while discussing the frustration of a contract, i.e., a contract which becomes impossible has been frustrated. In this context, *"impossibility"* refers to an unexpected subsequent event or change of circumstance which fundamentally strikes at the root of the contract. In the case of Alopi Parshad and Sons Ltd vs Union of India, AIR 1960 SC 588 and the landmark Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors (2017) – 2017 3 AWC 2692 SC, the Supreme Court of India has categorically *stated that mere commercial onerousness, hardship, material loss, or inconvenience cannot constitute frustration of a contract. Furthermore, if it remains possible to fulfil the contract through alternate means, then a mere intervening difficulty will not constitute frustration. It is only in the absence of such alternate means that the contract may be considered frustrated.*

Section 56 of the Indian Contracts Act (Agreement to do impossible act) states that "a contract to do an act which, after the contract is made, becomes impossible, or, by reason of some event which the promisor could not prevent, unlawful, becomes void when the act becomes impossible or unlawful." It is the performance of

contractual obligations that must become unlawful/impossible, not the ability to enjoy benefits under the contract. *The Supreme Court in Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors (2017)* – 2017 3 AWC 2692 SC lent further insight into interpreting a Force Majeure situation i.e

- Events beyond the reasonable control of one party should not render that party liable under a contract for performance, if that event prevents the party's performance;
- The language of the agreement relating to duty to mitigate, best efforts, prudent man obligations to nevertheless perform etc., will all be taken into consideration in understanding the parties' intent;
- *Force majeure events must be unforeseeable by both parties;*
- The requirement to put the other party on notice must be met with if the contract provides for notice requirements; and
- *Burden of proof rests with the party relying on the defense of force majeure for its inability to perform the obligation.*

In the present case, respondent has merely written one line with regard to force majeure, stating nothing and no explanation has been provided by respondent that how the force majeure effected the construction of the project. In absence of any relevance that how force majeure effected the development and construction of project and mere mentioning of various issues in arguments does not meet the rigours of the statute. Therefore the respondents cannot be allowed to take advantage of the delay on their part by claiming delay in statutory approvals/directions. As a result, this plea stands rejected.

Further with regard to *force majeure* on account of COVID-19, in the present case, due to the various decisions of the Government of India and the Government of Haryana Authority, *force majeure* may be accepted *for a maximum period* of Covid i.e 9 months. Reference is made to Advisory issued by Authority in its 93rd meeting held on 18.05.2020 wherein time period of maximum 6 months 25.03.2020 to 24.09.2020 was considered as force majeure being natural calamity affecting the whole world and extension of three months, i.e. 01.04.2021 to 30.06.2021 due to second wave of Covid-19 was considered as force majeure by the Authority in its meeting held on 02.08.2021. Therefore, the Authority holds that the only *force*

majeure condition accepted in this case is Covid, i.e. 9 months days as claimed by the respondent in para 7 of reply. Accordingly, deemed date will be taken as **24.07.2022.**

54. Arguments of both the parties were heard at length. As has been admitted between both the parties, upon executing agreement dated 16.08.2017, a unit bearing no. A3-506, admeasuring 638.80 sq. ft (stated at page no. 22 of complaint book) had been allotted to complainant in the project of the respondent namely "Smart Homes Karnal" situated at Sector 32A, Karnal, Haryana. As per clause 2, 3.1 of flat buyer agreement dated, "*.....the developer will endeavour to offer possession of the said apartment to the allottee within a period four years from the date of approval of building plans or grant of environment clearance whichever is later."*

55. **This clause invites the Authority to consider a question of considerable interpretative significance**. Before examining its substantive effect upon the rights of the parties, it is apposite to recall the well-established principle of statutory construction commonly referred to as the ***Mischief Rule***. Derived from the formulation in *Heydon's Case (1584),* this principle has long guided courts in common law jurisdictions in discerning the true import of legislative enactments. The rule requires the adjudicator to identify the defect or mischief which the statute was

intended to suppress and to construe the provision in a manner that advances the remedy contemplated by the legislature. *It is, in essence, an aspect of purposive interpretation, directing the Court to look beyond the literal wording where such wording, if read mechanically, would frustrate the legislative objective or produce results that are unreasonable or unjust.*

56. Properly applied, the mischief rule ensures that statutory provisions are interpreted so as to give effect to the legislative intent and to prevent the re-emergence of the very mischief the law was enacted to eliminate. The clause—*"the developer will endeavour to offer possession ... within a period of four years from the date of approval of building plans or grant of environment clearance whichever is later"*—raises a recurring question under the Real Estate (Regulation and Development) Act, 2016: ***Whether such language permits the promoter to indefinitely postpone its obligation, or whether courts and authorities may construe the given language strictly?***

The answer requires an application of the **mischief rule** of statutory interpretation, as set out in *Heydon's Case* (1584), which directs the adjudicator to identify

(i) the state of the law before the enactment,

(ii) the mischief that the statute intended to remedy

(iii) the legislative solution, and

(iv) the interpretation that would suppress the mischief and advance the remedy.

57. Before RERA, Indian real-estate contracts routinely contained ambiguous possession clauses couched in phrases like "best endeavour," "subject to approvals," or "tentatively by," which enabled promoters to defer delivery for years without consequence. The mischief the legislature sought to address was precisely this asymmetry: homebuyers were advancing substantial sums yet had little control or remedy against such delays. RERA's architecture—Sections 11 and 18 and the mandatory model agreement—places **time-bound delivery** at the heart of the regulatory framework. Section 11(4)(a) requires the promoter to "responsibly discharge" all obligations as per the terms of the agreement for sale; and Section 18 obligates the promoter to provide interest etc to the allottee for delay.

58. When the possession clause uses the words **"will endeavour"**, the *literal reading suggests a mere obligation of effort rather than a mandatory timeline*. However, applying the mischief rule, such an interpretation would defeat the very purpose of RERA, which is to eliminate the opacity and uncertainty that characterised the pre-RERA regime. If the clause were construed to mean that the promoter has no strict obligation to deliver within four years but only to *try*, the mischief

i.e indefinite postponement would re-enter through the back door. Courts have therefore consistently held that promoters cannot dilute statutory rights through contractual drafting. The Hon'ble Supreme Court in *Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan* (2019) 5 SCC 725 emphasised that one-sided clauses crafted by builders cannot bind the allottee when they defeat consumer protection; similar reasoning appears in *IREO Grace Realtech Pvt. Ltd. v. Abhishek Khanna* (2021) 3 SCC 241, where the Hon'ble Court held that contractual terms must be read in light of the legislative objective of protecting homebuyers.

59. Under this reasoning, the phrase "whichever is later" provides a determinable anchor point, and the addition of "will endeavour" cannot legally convert a mandatory timeline into an aspirational one. RERA, being a benevolent statute, must be construed purposively; any ambiguity must be resolved in favour of the allottee. The Authority is therefore entitled to read the clause as imposing a **definite possession period of four years**, with the promoter's "endeavour" language having no effect in diluting statutory consequences. The mischief rule thus becomes entirely appropriate: by interpreting the clause in a manner that enforces certainty rather than permissive delay, the decision suppresses the mischief RERA sought to eliminate.

60. Applying the statutory position above and the ratios of the Hon'ble Apex Court the deemed date of possession is 24.07.2022. Respondent has failed to deliver possession of the flat before or till 24.07.2022 to the complainant. On account of inordinate delay in delivery of possession, complainant under Section 19(10) had clarified his intent to withdraw from the project by way of filing present complaint on 24.10.2024 (i.e. within one month) in the registry.

From the above, it is evident that the respondent failed to deliver the possession of the unit to the complainant within time, thereby not fulfilling its obligation under the agreement. As a result of this delay and the respondent's failure to meet the promised timelines, the complainant, in 2024, decided to withdraw from the project altogether. This decision clearly expressed the complainant's intent to disengage from the agreement due to the respondent's inability to deliver possession as originally stipulated.

Moreover, it is appropriate to refer to judgment passed by Hon'ble Apex Court in case "Pioneer Urban Land & Infrastructure Ltd. Versus Govindan Raghavan" held as under

> *"We see no illegality in the Impugned Order dated 23.10.2018 passed by the National Commission. The Appellant - Builder failed to fulfill his contractual obligation of obtaining the Occupancy Certificate and* ***offering possession of the flat to the Respondent - Purchaser within the time stipulated in the Agreement****, or within*

a reasonable time thereafter. The Respondent - Flat Purchaser ***could not be compelled to take possession of the flat,*** *even though it was offered almost 2 years after the grace period under the Agreement expired. During this period, the Respondent - Flat Purchaser had to service a loan that he had obtained for purchasing the flat, by paying Interest @10% to the Bank. In the meanwhile, the respondent - Flat Purchaser also located an alternate property in Gurugram. In these circumstances, the Respondent - Flat Purchaser was entitled to be granted the relief prayed for i.e. refund of the entire amount deposited by him with interest"*

Hence, it is a settled law that if the builder is not able to deliver the possession of the flat in time then he cannot force the complainant to take possession and is liable to refund the money of buyer with interest.

Further, complainant has stated that he had paid almost the entire sale consideration as per agreement on time and account ledger depicting paid amount has been placed on record. The respondent only received the Occupation Certificate on 20.09.2024, which was two years and two months after the deemed date of possession. Subsequently, the respondent made two offers of possession to the complainant i.e., on 01.12.2023 and 05.10.2024. The initial offer of possession dated 01.12.2023 was made without obtaining occupation certificate, an offer bad in law, hence not valid. The other subsequent offer of possession dated 05.10.2024 was made after obtaining occupation certificate but complainant under Section 19(10) had clarified his intent to withdraw from the project by way of

filing complaint on 24.10.2025 i.e. within one month in the registry. Hence, both the subsequent offers of possession hold no sanctity.

The facts set out in the preceding paragraph demonstrate that respondent had failed to fulfill its obligation to handover possession by 24.07.2022 i.e. deemed date of possession. Keeping the hard earned money of allottees without justification and the subsequent illegal cancellation establishes the malintent of the respondent. Under these circumstances, the provisions of Section 18(1)(a) of the Act clearly come into play by virtue of which the complainants are entitled to refund of paid amount along with interest on account of default in delivery of possession of booked unit.

61. 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, allottee has an unqualified right to seek refund of amount paid to the promoter along with interest. Para 25 of this judgementis reproduced below:

> *"25. The unqualified right of the allottee to seek refund referred underSection 18(1)(a) andSection 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."

62. Therefore, the Authority finds it to be a fit case for allowing refund in favour of complainant. The complainant will be entitled to refund of the paid amount from the dates of various payments till realization. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. 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;

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 (NCLR) 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"."

63. Consequently, as per 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. 15.01.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. **10.80%**.

64. Hence, Authority directs respondent to pay refund to the complainants on account of failure in timely delivery of possession 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 of various payments till actual realization of the amount.

65. Authority has got calculated the interest on the total paid amount from the date of respective payments till the date of this order i.e., 15.01.2026 at the rate of **10.80 %**, as per the details given in table below:

i. complaint no. 1266 of 2024

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 15.01.2026 (in ₹)
1	95,227/-	06.06.2017	88,644/-
2.	1,00,000/-	12.07.2017	92,022/-
3.	50/-	06.06.2017	47
4.	3,02,103/-	31.03.2018	2,54,581/-
5.	2,00,000/-	17.05.2021	1,00,899/-
6.	2,00,000/-	15.06.2021	99,182/-
7.	1,00,000/-	21.09.2021	46,692/-
8.	1,00,000/-	11.10.2021	46,100/-
9.	4,74,184/-	12.11.2021	2,14,108/-
10.	2,68,558/-	04.04.2022	1,09,898/-
Total:	**18,40,122/-**		**10,52,173/-/-**

Total amount claimed to be paid by complainant at page no.16 is Rs. 18,40,072/-. However, as per account ledger attached at page no. 49 of complaint book, paid amount comes to Rs. 18,40,122/-.Taking into consideration the account ledger as stated above. Paid

amount is considered as Rs. 18,40,122/- in Complaint no. 1266 of 2024.

ii. complaint no. 1741 of 2024

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 15.01.2026 (in ₹)
1	95,227/-	07.06.2017	88,616/-
2.	1,00,000/-	07.07.2017	92,170/-
3.	3,02,103/-	31.10.2017	2,68,079/-
4.	5,37,116/-	17.08.2019	3,72,526/-
5.	2,12,709/-	07.04.2021	1,09,828/-
6.	3,24,407/-	07.07.2021	1,58,766/-
7.	2,68,559/-	27.12.2021	1,17,686/-
8.	18,560/-	26.06.2023	5135/-
9.	1,00,000/-	26.06.2023	27,666/-
10.	50,000/-	26.06.2023	13,833/-
11.	1,00,000/-	26.06.2023	27,666/-
Total:	**21,08,681/-**		**12,81,971/-**

iii. complaint no. 1742 of 2024

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 15.01.2026 (in ₹)

1	95,227/-	05.05.2017	89,546/-
2.	1,83,000/-	05.01.2018	1,58,816/-
3.	99,000/-	01.08.2017	90,516/-
4.	99,000/-	05.08.2017	90,399/-
5.	1,50,000/-	31.03.2018	1,26,404/-
6.	98,665/-	07.04.2018	82,940/-
7.	10,45,692/-	24.08.2022	3,83,978/-
Total:	**17,70,584/-**		**10,22,599/-**

Total amount claimed to be paid by complainant at page no.15 and 16 is Rs. 19,28,697/-. However, as per account ledger attached at page no. 48 of complaint book, paid amount comes to Rs. 17,70,584/-. Since complainant himself has relied upon account ledger and has not placed on record receipts for total paid amount. Authority deems appropriate to take paid amount as Rs. 17,70,584/- as per account ledger attached at page no. 48 of complaint book.

66. Further, with regard to the reliefs sought by the complainant mentioned in Para 16 (iii), (iv) of this order, the complainant has not clarified how the above stated reliefs could be granted under Section 31 of the RERD Act, 2016. Moreover, complainant did not pressed upon

these reliefs during the hearing. Therefore, the Authority deems it appropriate not to adjudicate on these reliefs.

67. The complainant is also seeking compensation of ₹ 5 lakhs on account of mental harassment and ₹ 2 lakhs on account of litigation expenses. 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 complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

I. DIRECTIONS OF THE AUTHORITY

68. 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 amount along with interest @ **10.80%** to the complainant as specified in the tables provided above in Paras no.65 of this order).

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.

iii. The Authority also notes that other relief clauses were not pressed by the complainant. Further, for any compensation, the complainant shall be free to approach the Hon'ble Adjudicating Officer is empowered to decide on compensation as per the statute.

Hence, the complaints are accordingly **disposed of** in view of above terms. 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]

.....
NADIM AKHTAR
[MEMBER]

.....
PARNEET S SACHDEV
[CHAIRMAN]