



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	868 of 2025
Date of filing.:	17.06.2025
First date of hearing.:	07.08.2025
Date of decision.:	20.01.2026

1. Rajeshwari Singh Jaglan  
2. Mahabir Singh Jaglan  
R/o H. No. 812, Sector-5  
Kurukshetra  
Haryana-136118

....COMPLAINANTS

VERSUS

Jindal Reality Pvt Ltd  
3rd Floor, M-11, Middle Circle,  
Connaught Place, New Delhi-110001

....RESPONDENT

**Present: -** Mr. Mahabir Jaglan, Complainant through VC.  
Mr. Madhur Panwar, Counsel for the Respondent  
through VC.

A handwritten signature in black ink, appearing to read "Mahabir Jaglan".

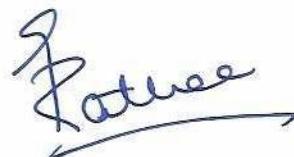
**ORDER (DR. GEETA RATHEE SINGH - MEMBER)**

1. Present complaint has been filed by 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 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.	Jindal Global City, Sonipat
2.	Nature of the project.	Residential
4.	RERA Registered/not registered	Registered
5.	Details of the unit.	Flat no. G-28, GF
6.	Date of builder buyer agreement	03.12.2012
7.	Possession clause in	Developer proposes to hand over possession of said unit to the



	BBA ( Clause 9)	allottee within period of 30months from date of execution of this agreement with further grace period of 180 days.
9.	Due date of possession	09.02.2018( inclusive of force majeure period)
10.	Basic sale consideration	₹ 40,59,869/-
11.	Amount paid by complainant	₹ 43,93,151/-
12.	Offer of possession.	None

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

3. Facts of complaint are that in the year 2012 complainants had booked a unit in the project of the respondents namely "Jindal Global City" situated at Sonipat, Haryana. Vide allotment letter dated 06.10.2012 complainants were allotted unit bearing no. G-28, Gf having an approximate built up area of 1363 sq. ft. A builder buyer agreement was executed between both the parties on 03.12.2012 in respect of the unit in question for a total sale consideration of ₹ 42,99,000/-. As per Clause 9 (i) of the builder buyer agreement the respondent had promised to deliver the possession of the booked unit within a period of 30 months plus 180 days grace period from the date of execution of said agreement.

4. That till 09.09.2019, the complainants had made a payment of ₹ 43,93,151/- to the respondent in lieu of the booked unit. It is the submission of the complainants that despite making a payment of more



than the total sale consideration the respondent had failed to deliver the possession of the booked unit till present.

5. That as per the agreement the possession of the unit was to be delivered by 03.12.2015, however, despite a lapse of more than nine years from the due date of possession, the respondent is not in a position to deliver a valid possession of the unit to the complainants. Hence, the complainants have filed the present complaint seeking possession of the unit in question along with delayed possession interest for the delay caused in delivery of possession.
6. It is submitted that the issues and grievances involved in the present complaint are similar to the ones decided by the Authority in Complaint no. 841 of 2020 vide order dated 07.09.2021. The complainants are praying for relief in the same terms.

### **C. RELIEF SOUGHT**

7. That the complainant seeks following relief and directions to the respondent:-
  - i. Direct the respondents to handover the physical possession of the unit and to pay the delayed possession interest from the due date of possession till actual possession is handed over, as per prescribed rate of interest as also decided by the Authority in Complaint no. 841 of 2020.



ii. The issue pertaining to club membership fee etc should be settled in accordance with the orders dated 07.09.2021 passed in Complaint no. 841 of 2020.

8. During the course of arguments, Mr. Mahabir Jaglan, complainant, submitted that the complainants had purchased an independent floor no. G-28 GF, having area of 1363 sq ft in respondent's project Jindal Global City, Sonipat. Builder buyer agreement was executed between the parties on 03.12.2012 and in terms of said agreement, the possession should have been delivered by 03.12.2015. It has been alleged by the complainant that possession has not been offered till date even after making payment of Rs 43,93,149/- against total sale price of Rs 42,99,000/-. Receipt of said amount has been admitted to by the respondent in its reply. Despite a lapse of more than 10 years from due date of delivery of possession, the respondent is yet to issue an offer of possession to the complainant. Thus, he is constrained to file the present complaint seeking possession of the booked unit alongwith delay interest. Complainant further submitted that present matter is squarely covered in Complaint no. 841 of 2020 decided by the Authority vide order dated 07.09.2021

#### **D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

Learned counsel for the respondent filed reply on 04.11.2025 pleading therein:



9. That the complete facts of the case are that the complainants approached the answering respondent and applied for allotment of Unit No. G-28 GF01 on the ground floor, having built up area 1363 sq. ft. to be constructed over independent plot tentative admeasuring 269 sq. yds. in Jindal Global City,Sonepat for a total consideration of ₹. 42,99,000/- and paid initial sum of ₹.4,43,184/- as first installment on 29.09.2012. The request of the complainants was accepted and accordingly unit No. G-28 was allotted vide allotment letter dated 06.10.2012. That against the said plot the complainants have paid a total amount of ₹ 43,93,150/-.

10. In respect of the unit a builder buyer agreement was executed between the parties on 03.12.2012. The allotment was made on the basis of construction linked payment plan. The construction was to be commenced on the payment of instalments by the complainants on achieving certain milestones.

11. That at the time of initiation of developmental works, it is pertinent to mention that after approval of layout plan, the Department of Town and Country Planning, Haryana unilaterally changed the sectoral plan of Sector 35, Sonepat, in which the licensed project land is situated without giving any notice and intimation or opportunity of hearing to the respondent, in gross violation of principles of natural justice. This had adversely affected the licensed land of the respondent though the demarcation and zoning was



sanctioned by the department itself on 21.09.2011 on the basis of old sectoral plan of Sector 35.

12. That such change of sectoral plans adversely affected the area of 13.77 acres of the township and it mandated revision and submission of fresh layout for the Township, which resulted in frustrating the entire work done till that day at the site. The route of 65 meter road passing through Sector 34 and 35 was diverted and shown to be passing through the licensed area adversely affecting the respondent's plotted area. The 24 meter sectoral road which was passing through the licensed area has been shifted rendering the 24 meter Sector Road unusable and a new 12 meter road was carved out with dead ends on both sides. Being aggrieved the respondent filed representation with the Director General, Town and Country Planning. The final layout plan was submitted on 09.02.2015.

13. That subsequent to sanction of final layout plans, demands were raised from the complainants for clearing of outstanding dues. However, the complainants caused delay in clearing payment of certain instalments that further caused delay in the final delivery of possession as all the instalments were construction linked.

14. That the complainants' vide email dated 15.09.2024 raised an inquiry regarding receipt of payment of 9th instalment as well as delivery of possession of the unit in question. The respondent vide email dated 23.09.2024 assured the complainants that they will be compensated for the



delay in delivery of possession as per the buyer's agreement and further invited the complainant to discuss the progress of the project. Instead, the complainants have filed present complaint seeking possession of the unit in question.

15. During the course of arguments, learned counsel for the respondent submitted that delay in delivery of possession was not deliberate, rather it was due to the amendments made by Department of Town and Country Planning in sectoral plan without informing the promoters. They had raised their objections to the changes in sectoral plan vide representation dated 04.11.2011 before the concerned authority but in vain, the issue of amendment was finally decided by the DTCP 09.02.2015. Therefore, there was no intentional delay on their part. Learned counsel for the respondent further submitted that he has placed on record multiple judgements passed by the Authority wherein it has been observed that when construction activity could not be carried out due to revision of sectoral plan, the due date of possession must be computed from the date of finalization of sectoral plan. Learned counsel for the respondent placed reliance on judgements passed by the Authority in Complaint no. 569 of 2018 titled as 'Roshan Marwal Vs Jindal Reality Pvt Ltd.', Complaint no. 1048 of 2018 titled as 'Nirmala Chaudhary & Parul Chaudhary Vs Jindal Reality Pvt Ltd', Complaint no. 2134 of 2022 titled as 'Vikas Satija Vs Jindal Reality Pvt Ltd' and Complaint no. 808 of 2020 titled as 'Indu Sangwan Vs Jindal Reality Pvt Ltd'.



## **E. ISSUES FOR ADJUDICATION**

16. Whether the complainants are entitled to possession of the booked unit along with delay interest in terms of Section 18 of Act of 2016?

## **F. OBSERVATIONS OF THE AUTHORITY**

17. After hearing arguments advanced by both parties and pursuing documents placed on record, it is observed that a unit had been booked in the project of the respondent namely "Jindal Global City" situated at Sonipat, Haryana by the present complainants. Vide allotment letter dated 06.10.2012 complainants were allotted unit bearing no. G-28, Gf having an approximate built up area of 1363 sq. ft. A builder buyer agreement qua the said unit was executed between the parties on 03.12.2012. The total consideration of the unit was ₹ 42,99,000/- against which the complainants have paid an amount of ₹43,93,151/- till date. It is the submission of the complainants that the respondent has delayed delivery of possession of the unit beyond the stipulated time. Hence, the complainants have filed the present complaint seeking possession of the unit in question along with delayed possession interest for the delay caused in delivery of possession.

18. As per clause 9 (i) of the builder buyer agreement dated 03.12.2012, possession of the unit was to be delivered within a period of 30 months plus 180 days grace period from the date of execution of said agreement.



Meaning thereby that the possession of the unit should have been delivered by 03.12.2015.

19. Admittedly in present complaint, the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondents have pleaded that the delay caused in delivery of possession was due to amendments made by Department of Town and Country Planning in the sectoral plan of Sector 35, Kurukshetra where the project in question is situated without informing the promoters. The respondent had raised objections to the changes in sectoral plan vide representation dated 04.11.2011 before the concerned authority but in vain, the issue of amendment was finally decided by the DTCP on 09.02.2015. Therefore, there was no intentional delay on their part.

In this regard it is observed that the issue pertaining to force majeure conditions prevailing from 04.11.2011 to 09.02.2015 has been dealt by the Authority in various other complaints relating to the same project, where in the respondent was held entitled to the benefit of force majeure conditions during the period ranging from 04.11.2011 to 09.02.2015 because the concerned department was carrying out revision in sectoral plan and as a result, the respondent was not able to carry out construction and development activities in its project. Said stance was observed by the Authority vide order



dated 07.09.2021 passed in Complaint no. 841 titled as "Sunil Kumar Vs Jindal Reality Pvt Ltd". Relevant part of the order is reproduced below:

*"4. This case was heard at length on 28.04.2021 and 14.07.2021 wherein the Authority had observed that plea of complainant for not allowing benefit of force majeure conditions to the respondent during the period ranging from 04.11.2011 to 09.02.2015 is not tenable and respondent was held to be entitled to the benefit of force-majeure condition prevailing from 04.11.2011 to 09.02.2015. Relevant part of the order is reproduced below: -*

*"This Authority in various other complaints relating to the same force-majeure project has accepted the respondent's plea for allowing it benefit of 09.02.2015 because conditions during the period from 04.11.2011 to was the concerned department during this period carrying out revision in sectoral plan and as a result, the respondent was not able to carry out construction and development activities in its project. the 3. The complainant on the last date of hearing had argued that permissible benefit of force-majeure condition to the respondent was not in his case because the unit allotted to him was not part revision of the area in respect of which the department had carried out copy in sectoral plan. The respondent has today produced a the said of sectoral plan approved by the department after revision and document depicts that the unit allotted to the complainant was subject of revision carried out by the department. So, the respondent is indeed entitled to the benefit of force-majeure condition prevailing from 04.11.2011 to 09.02.2015. 4. Faced in the aforesaid situation, the complainant's counsel has pointed out that the respondent even during the force majeure period had collected Rs. 8.00 lacs from the complainant. The when Authority is of the considered opinion that the respondent at a time it was not able to carry out the construction and development activities due to force*



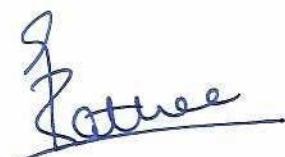
*majeure conditions was not even entitled to liable raise further to demands against the complainant and therefore, it is lacs. pay interest to the complainant on the amount of Rs. 8.00 The Authority in earlier decided complaints with lead case bearing Complaint No. 569 of 2018 titled as "Roshan Malwal Versus Jindal Realty Pvt. Ltd." and Complaint No. 1048 of 2018 titled as "Nirmala Devi Versus Jindal Realty Pvt. Ltd. had allowed 9% interest in favour of the allottees on the amount illegally 4 Complaint no. 841 of 2020 not charged allowing during the force majeure period. There is no reason for the same rate of interest in favour of the present complainant on the amount of Rs. 8.00 lacs. 5. The respondent, in the aforesaid circumstances, prepare is directed to the amount a statement of receivable and payable amounts in which of interest calculated @ 9 percent on rupees eight lacs shall be adjusted in favour of the complainant. Said statement shall be filed and its copy be sent to the complainant atleast 15 days before the next date of hearing. The complainant if not satisfied payable with the calculations made by the respondent regarding the interest next date to him, shall file a detailed counter calculations before the next date of hearing."*

20. It is further observed that the complainants in the captioned complaint have prayed for relief in terms of the directions passed by the Authority vide aforementioned order dated 07.09.2021 in Complaint no. 841 of 2020. Complainants have submitted that they are interested in seeking possession of the booked unit even though there is delay in handing over of possession. Further the complainants have requested to waive off charges raised on account of club membership charges, GST and VAT.



21. As per observations recorded in the preceding paragraph possession of the unit should have been delivered to the complainant by 03.12.2015. However, respondent failed to complete construction of the project and deliver possession within stipulated time. It is an admitted fact that the respondent had obtained approval of their zoning plans on 21.09.2011. Thereafter, the respondent had commenced the process of development of the project, however, the sectoral plan underwent revision by the Director, Town & Country Planning Department on 04.11.2011. The respondent filed its objections to the revision of the plans. And the same were revised and finally approved by the concerned department on 09.02.2015. As already observed by the Authority in various other complaints including cited Complaint no. 841 of 2020, the respondent could not have developed the project from 04.11.2011 to 09.02.2015. This period, therefore, will be accounted for as force majeure condition. The delay caused in completion of the project for this period cannot be attributed to the respondent.

It is noteworthy to mention that perusal of records reveals that during this period from November 2011 till February 2015, the respondent had demanded and received an amount of ₹ 11,07,960/- (₹ 4,43,184/- paid on 29.09.2012 and ₹ 6,64,776/- paid on 21.11.2012) from the complainants in lieu of the booked unit. The respondent could not have taken money from the complainant while force majeure conditions were prevailing since the



construction works were halted and the complainants had opted for construction linked payment plan. Therefore, for the money received during this period a reasonable interest shall be paid by the respondent to the complainants from the date of actual receipt of the money upto 09.02.2015.

The respondent accordingly will pay the interest to the complainants @ 9% for this period. The amount of interest payable by the respondent to the complainants is calculated as per table below:

Sr. No.	Principal Amount (in ₹)	Date of Payment	Interest Accrued till 09.02.2015 (in ₹)
1.	4,43,184/-	29.09.2012	94,416/-
2.	6,64,776/-	21.11.2012	1,32,937/-
<b>Total:</b>			<b>2,27,353/-</b>

22. With regard to the contention of the complainants to the demands raised on account of club membership charges, GST and VAT it is observed that these issues have already been decided by the Authority in various complaints pertaining to the same project bearing complaint no. 569 of 2018 titled as "Roshan Malwal Versus Jindal Realty Pvt. Ltd." and Complaint No. 1048 of 2018 titled as "Nirmala Devi Versus Jindal Realty Pvt. Ltd.

23. In nutshell, admittedly, there has been an inordinate delay in delivery of possession but the complainants wish to continue with the project and take possession. During the course of proceedings respondent has failed to apprise



with regard to the status of delivery of possession of the unit in question. Even after accounting the force majeure conditions, the due date of offering possession works out to 09.02.2018. Since possession has still not been offered and the complainants wish to continue with the project, in these circumstances, provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the booked unit, the complainants are also entitled to receive interest from the respondent on account of delay caused in delivery of possession for the entire period of delay till a valid offer of possession is issued to the complainants. So, the Authority hereby concludes that the complainants are entitled to receive delay interest for the delay caused in delivery of possession from the due date of possession i.e 09.02.2018 till a valid offer of possession is issued to the complainants. 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;*

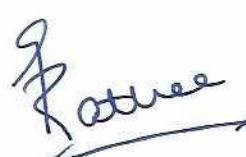
Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

**“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”*

24. Hence, Authority directs respondent to pay delay interest to the complainant for delay caused in 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 due date of possession i.e 09.02.2018 till the date of a valid offer of possession.

25. Authority has got calculated the interest on total paid amount from due date of possession and thereafter from date of payments whichever is later till the date of offer of possession in the captioned complaint as mentioned in the table below:



Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till the date of order i.e 20.01.2026 (in Rs.)
1.	29,48,686/-	09.02.2018	25,32,832/-
2.	9,62,976/-	17.11.2018	7,47,101/-
3.	4,81,489/-	09.09.2019	3,31,381/-
<b>Total:</b>	<b>43,93,151/-</b>		<b>36,11,314/-</b>
<b>Monthly Interest</b>			<b>₹ 38,997/-</b>

#### **G. DIRECTIONS OF THE AUTHORITY**

26. 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 issue an offer of possession of the unit complete in all respects within 30 days to the complainants after receipt of occupation certificate alongwith statement of account in terms of the principles incorporated in above paragraphs.
- ii. Respondent is directed to pay upfront delay interest of ₹ 36,11,314/- (till date of order i.e 20.01.2026) to the complainants



towards delay already caused in handing over the possession within 90 days from the date of this order and further monthly interest @ ₹38,997/- till a valid offer of possession is issued to the complainants.

- iii. Respondent is directed to pay interest of ₹ 2,27,353/- to the complainants on the amount collected during the force majeure period as calculated in para 21 of this order within 90 days from the date of uploading of this order. Interest shall be paid up till the time period under section 2(za) i.e till actual realization of amount.
- iv. Complainants shall make payment of balance sale consideration, if any, and accept the physical possession of the unit within next 15 days. In case, complainants have any grievance in regard to offer of possession and the fresh statement of accounts to be issued will be at liberty to challenge the same before this Authority by filing a fresh complaint within a month from the date the offer with revised statement is served.
- v. The respondent shall not charge anything from the complainants which is not part of the agreement to sell.

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

  
.....  
**DR. GEETA RATHEE SINGH**  
**[MEMBER]**