



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1856 of 2024
Date of filing:	30-12-2024
First date of hearing:	20-03-2025
Date of decision:	22-01-2026

1. Chetna Anand W/o Sourabh Anand,
R/o H. No. 76, HUDA, Phase-I, Sector-11,
Panipat, Haryana -13210
2. Sourabh Anand S/o Sunder Lal Anand,
R/o H. No. 76, HUDA, Phase-I, Sector-11,
Panipat, Haryana -13210

.....COMPLAINANTS

Versus

1. **Astrum Value Homes Private Ltd through its Managing Director**
Registered office at Unit No. 1003, 10th floor, Vatika City Point,
MG Road, Gurgaon, Haryana- 122002
2. **Stanza Developers and Infrastructure Private Limited through its
Managing Director**
Registered office at 189, Tarun Enclave, Pitampura, Delhi-110034

.....RESPONDENTS

CORAM: Parneet S Sachdev
Nadim Akhtar
Dr. Geeta Rathee Singh

Chairman
Member
Member

Present: - Ms. Necti Singh, Id counsel for the complainant through VC.
None for the respondents

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ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. Present complaint has been filed by the complainants on 30-12-2024 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, the details of sale consideration, the amount paid by the complainant, date of handing over of the possession, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	La Regencia Phase-II
2.	Name of the promoter	Astrum Value Homes Private Limited and Stanza Developers and Infrastructure Private Limited
3.	RERA registered/not registered	Registered
4.	Unit no.	I-703,7th floor, Tower Irvine in "La Regencia"
5.	Unit area	Super area of 2279 sq. feet
6.	Date of allotment	31.05.2013

8.	Date of builder buyer agreement	19.07.2013
9.	Due date of offer of possession	19.01.2016
10.	Possession clause in BBA	<i>clause 4.1: Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of said building/said apartment not later than 30 months from the date of execution of this Agreement unless there is delay or failure due to reasons mentioned in clause 3.4 and 3.5 or due to failure of the Allottee to pay in time the price of the Said Apartment along with all other charges and dues in accordance with Schedule of Payments or as per demands raised by the Company from time to time or any failure on the part of Allottee to abide by any of the terms and conditions of this Agreement."</i>
11.	Total sale consideration	₹66,09,100/- (as per BBA)
12.	Amount paid by complainant	₹56,47,309/- (as per ledger attached on page no. 20 of reply)
13.	Offer of possession (fit-out)	No

B. FACTS AS STATED BY THE COMPLAINANT

3. Facts of the case are that the complainants, based upon the assurances and representations made by the respondents and their officials, invested their hard-earned money in the project floated by the respondents in the year 2013. The complainants, being end users and in need of a residential apartment for their own residence, relied upon the representations that the project would be developed and possession would be offered within 30 months from the date of execution of the Apartment Buyer's Agreement.
4. That on 19.07.2013, an Apartment Buyer's Agreement was executed for Apartment No. I-703, Type-4 BHK, having an approximate super area of 2279 sq. ft., situated on the 7th Floor of Tower-I in the project "La Regencia", Sector-19, Panipat, Haryana. The basic sale price of the apartment was fixed at ₹66,09,100/-. However, prior to execution of the agreement, the respondents raised demands of approximately ₹21,00,000/-, which was much beyond 10% of the total consideration, and compelled the complainants to make such payment in a deceitful and coercive manner.
5. That the complainants opted for a construction-linked payment plan, yet the demands raised by the respondents were not in consonance with the actual construction progress at site. By 05.06.2014, the complainants had already paid a sum of ₹27.63.616/-, i.e., up to the plinth stage.

Thereafter, from July 2014 onwards, construction at the site came to a complete halt and no demands were raised till 2019, though the complainants continuously followed up with the respondents for possession.

6. That as per Clause 4.1 of the Apartment Buyer's Agreement dated 19.07.2013, the respondents were obligated to offer possession within 30 months, i.e., on or before 19.01.2016. Even the demands raised by the respondents reflected the proposed date of possession as 20.01.2016. Despite the said contractual obligation, possession was never offered. As on date, the complainants have paid a total amount of ₹56,17,735/- to the respondents, yet no valid offer of possession has been made.
7. That vide communication dated 06.06.2019, the respondents assured that possession would be offered by 30.06.2020 as per the timelines submitted to this Hon'ble Authority while seeking extension of registration. However, the said assurance was also not honored. Even thereafter, the respondents issued demands dated 16.02.2023 and 30.09.2023 without adjusting the delayed possession interest accrued in favour of the complainants and further raised illegal demands on the pretext of increase in area, despite the fact that no Occupation Certificate for Tower-I has been obtained till date.



8. That the complainants have repeatedly visited the site and corresponded with the respondents through emails and written communications dated 13.05.2017 and 10.04.2019, but the respondents failed to redress their grievances. The demands raised in 2022 clearly demonstrate the deliberate omission of delayed possession compensation, thereby violating the provisions of the Real Estate (Regulation and Development) Act, 2016.
9. That the cause of action is continuing as the respondents have failed to offer valid possession of the apartment till date, despite receiving substantial consideration. It has further come to the knowledge of the complainants that the project was floated without obtaining necessary statutory approvals. Due to the inordinate delay and failure of the respondents to fulfill their contractual and statutory obligations, the complainants have suffered immense financial loss, mental agony, and harassment.

C. RELIEF SOUGHT

10. Complainants in their complaint have sought the following reliefs :
- i. To offer the valid possession of the flat after obtaining occupation certificate along with prescribed rate of interest as per Real Estate (Regulation and Development) Act, 2016.
 - ii. To pay upfront delay possession interest as accrued till date for the delay in possession.



- iii. To direct the respondents to place on record all the statutory permissions and proofs of statutory deposits like E.D.C/I.D.C etc. and proper utilization proof of the sale consideration received from the Complainants/collected from the Complainants and in case of any default, financial forensic audit may kindly be ordered against the Respondents in terms of the powers vested in this Hon'ble Authority under Section 35, 36 and 37 of Real Estate (Regulation and Development) Act, 2016;
- iv. The Authority may refer the complaint to the Adjudicating Officer for adjudication upon the quantum of compensation, the Complainants are entitled for inordinate delay in the offer of possession.
- v. To pass any other order and/or relief in favour of Complainants as the Hon'ble Authority may deem fit and appropriate, in the interest of justice;
- vi. The Complainants prays for liberty to amend, modify or claim alternative relief if so, required at a later stage

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT NO.1

11. That the present complaint filed by the complainants is false, frivolous, misconceived and bereft of any merit and has been filed with the sole intent to harass the respondent no. 1, abuse the process of law and to

extort illegal benefits, which cannot be countenanced under law. All the averments made in the complaint are vehemently denied, save and except those which are specifically admitted herein. The complainants have sought possession along with untenable and excessive claims of interest and compensation, which are wholly unsustainable and liable to be rejected outright.

12. That the respondent no. 1 is a reputed real estate developer engaged in development of real estate projects across the country and has earned a respectable reputation owing to its quality construction, professional work ethics and honest dealings. It is only on account of the goodwill and standing of the respondent no. 1 that the complainants voluntarily chose to invest in the project namely "La Regencia", Sector-19, Panipat, Haryana.
13. That the present complaint is not maintainable before this Hon'ble Authority and is liable to be dismissed in limine. The Apartment Buyer's Agreement between the parties was executed on 19.07.2013, much prior to the coming into force of the Real Estate (Regulation and Development) Act, 2016. The provisions of the RERA Act are prospective in nature and cannot be applied retrospectively to agreements executed prior to its enforcement. Therefore, the present complaint falls outside the purview of the RERA Act.

14. That without prejudice to the above, even if this Hon'ble Authority assumes jurisdiction, the rights and obligations of the parties must strictly be governed by the terms and conditions of the Apartment Buyer's Agreement, which was entered into consciously, voluntarily and with free consent of the complainants.
15. That the complainants have not approached this Hon'ble Authority with clean hands and have deliberately concealed material facts. The complainants have repeatedly defaulted in making timely and complete payments as per the construction-linked payment plan and demand letters issued by the respondent no. 1. The complainants are attempting to take advantage of their own defaults, which is impermissible in law.
16. That it is pertinent to note that the complainants remained silent for a considerable period and never raised any grievance at the relevant time. It was only when the respondent no. 1 restarted construction and raised further demands that the complainants chose to file the present complaint, clearly demonstrating mala fide intent and misuse of the process of law.
17. That despite issuance of demand letters dated 01.12.2022, 16.02.2023 and 30.09.2023, the complainants have willfully failed to pay the outstanding dues. Such conduct amounts to breach of contractual obligations and disentitles the complainants from seeking any relief. In terms of the Apartment Buyer's Agreement, the respondent is entitled



to cancel the allotment, forfeit 10% of the consideration and refund the balance amount after deductions. The ledger statement reflecting the outstanding dues is annexed as **Annexure R-2**.

18. That the complainants are speculative investors and have filed the present complaint only due to adverse market conditions and their inability to meet financial commitments. The allegation of delay is an afterthought, raised solely to evade payment obligations.
19. That the complainants are impermissibly attempting to unilaterally set-off their contractual liability towards payment of balance consideration against alleged claims of interest and compensation, which is neither legally nor contractually permissible.
20. That the complaint is liable to be dismissed as the complainants have sought multiple and mutually inconsistent reliefs, amounting to impermissible bifurcation of cause of action, which is contrary to the scheme of the RERA Act. While adjudicating the present complaint, this Hon'ble Authority must consider the interest of the project as a whole and other allottees. Grant of compensation as prayed for would severely jeopardize the financial viability of the project and adversely affect the rights of other allottees.
21. That the complaint is barred by delay and laches. The complainants were fully aware of the possession timeline stipulated in the Apartment Buyer's Agreement and yet chose not to seek any remedy at the

appropriate time. Their prolonged silence amounts to acquiescence and waiver of alleged rights.

22. That the complaint is also barred by the principle of acquiescence, as the complainants accepted the terms of the Apartment Buyer's Agreement without protest and cannot now, at a belated stage, raise frivolous objections.
23. That it is respectfully submitted that the construction of Tower-I has been completed and the apartment is ready. The application for Occupation Certificate has already been filed on 13.03.2025, copy whereof is annexed as **Annexure R-3**.
24. That the RERA Act came into force on 01.05.2017 and Haryana RERA Rules on 28.07.2017, and being prospective legislations, cannot be applied retrospectively. Reliance is placed on judgments including CIT v. Vatika Township (P) Ltd. and Neel Kamal Realtors Suburban Pvt. Ltd. v. UOI, which clearly hold that RERA has prospective application.
25. That the delay in construction was caused due to factors beyond the control of the respondent, including force majeure events such as the COVID-19 pandemic, statutory restrictions imposed by NGT and Pollution Control Authorities, non-availability of labour, default in payments by several allottees including the complainants, and severe slump in the real estate market.



26. That despite financial constraints and defaults by allottees, the respondent no. 1 has paid all statutory dues such as EDC, IDC etc., and continued construction through its own resources and borrowings. Quarterly progress reports have been regularly submitted to this Hon'ble Authority.
27. That no documentary evidence has been placed on record by the complainants to substantiate their bald allegations. No cause of action has arisen in favour of the complainants and the complaint is barred by limitation.
28. That present complaint is barred by limitation and the same is not maintainable before the Ld. Authority.
29. That in view of the above facts and circumstances, the present complaint deserves to be dismissed with costs.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

30. During oral arguments in the previous hearings, learned counsel for the complainant reiterated the submissions as stated in the complaint. She further mentioned vide last hearing dated 30.10.2025 that since no one has been appearing on behalf of ld. counsel for respondent no.2, hence she gives up her claim against respondent no. 2 specifically. Today, no one appeared on behalf of the respondents but ld. counsel for the



respondent no.1 also reiterated the contentions during previous hearings, as stated in the reply filed in the Authority.

F. OBSERVATIONS AND DECISION OF AUTHORITY

31. It is clarified that the present order is being passed against respondent no. 1 only, as none of the reliefs have been specifically pressed by the complainants against respondent no. 2. It is pertinent to note that during the hearing held on 30.10.2025, the complainants, through oral submissions, categorically stated that since respondent no. 2 has not been appearing before this Authority, they do not wish to press or pursue any claim against respondent no. 2 and voluntarily give up their claim against the said respondent. Further, no clarification or documentary evidence has been furnished by the complainants explaining the role, involvement, or relationship of respondent no. 2 with respondent no. 1. Perusal of the record also reveals that the reply has been filed only on behalf of respondent no. 1. Accordingly, in the absence of any supporting material on record and in view of the statement made by the complainants during the hearing, the Authority proceeds to pass the present order only against respondent no. 1.
32. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes that



respondent has taken the following objections w.r.t maintainability of the complaint :

- i. Respondent has raised an objection that provisions of RERD Act, 2016 are applicable with prospective effect only and therefore same were not applicable as Apartment Buyer's Agreement entered in the year 2013 for apartment bearing no. I-703, in residential project of the company under the name "La Regencia" at sector-19, Panipat. Authority observes that regarding operation of RERD Act, 2016 whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in *Civil Appeal No. (s) 6745-6749 of 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*. Relevant part is reproduced below for reference:-

"41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the



consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case." "45. At the given time, there was no law regulating the real estate sector, development works/obligations of promoter and allottee, it was badly felt that such of the ongoing projects to which completion certificate has not been issued must be brought within the fold of the Act 2016 in securing the interests of allottees, promoters, real estate agents in its best possible way obviously, within the parameters of law. Merely because enactment as prayed is made retroactive in its operation, it cannot be said to be either violative of Articles 14 or 19(1)(g) of the Constitution of India. To the contrary, the Parliament indeed has the power to legislate even retrospectively to take into its fold the preexisting contract and rights executed between the parties in the larger public interest." "53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their



challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected.”

- ii. Furthermore, the respondent in its reply has contended that the complainant is “speculative buyer” who has invested in the project for monetary returns and taking undue advantage of RERD Act, 2016 as a weapon during the present down side conditions in the real estate market and therefore he is not entitled to the protection of the Act of 2016. In this regard, Authority observes that as per section-31 of the RERD Act, 2016 “any aggrieved person” can file a complaint against a promoter, if the promoter contravenes the provisions of the RERD Act, 2016 or the rules or regulations. In the present case, complainants are aggrieved persons who have filed a complaint under Section 31 of the RERD Act, 2016 against the promoter for

violation/contravention of the provisions of the RERA Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term 'allottee' under the RERA Act of 2016, reproduced below: -

Section 2(d) of the RERA Act:

(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;

In view of the above-mentioned definition of "allottee" as well as upon careful perusal of Apartment Buyer's Agreement dated 19.07.2013, it is clear that complainants are "allottees" as apartment no. I-703, in residential project named; "La Regencia" at sector-19, Panipat was allotted to them by the respondent promoter. The concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under section 2 of the RERA Act, 2016, there are definitions of "promoter" and "allottee" only. Further, the definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated

29.01.2019 in appeal no. 0006000000010557 titled as *M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.* had also held that the concept of investors is not defined or referred to in the Act. Thus, the contention of promoter that allottee being investor is not entitled to protection of this Act also stands rejected.

- iii. Respondent has taken a plea that complaint is time barred by Limitation Act, 1963. In this regard, it is observed that since the promoters till date has failed to fulfil its obligations to hand over the possession of the booked apartment in its project as per apartment buyer agreement, the cause of action is re-occurring and the ground that complaint is barred by limitation stands rejected. Further, the Hon'ble Apex Court in Civil Appeal no. 4367 of 2004 titled as **M.P Steel Corporation v/s Commissioner of Central Excise** has held that the Limitation Act applies only to courts and not to the tribunals. Relevant para is reproduced herein:

"19. It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963."

RERD is a special enactment with particular aim and object covering certain issues and violations relating to housing sector.

Provisions of the Limitation Act 1963, thus, would not be applicable to the proceedings under the RERD Act, 2016 as the Authority established under the Act is a quasi-judicial body and not a Court.

In view of the aforesaid observations there remains no doubt that the complaint is maintainable as per provisions of RERD Act, 2016 and the Authority has complete jurisdiction and mandate to adjudicate the same on merits.

- iv. Admittedly, complainants had booked an apartment in the project of respondent and thereafter apartment buyer agreement was executed between the parties on 19.07.2013. Against the total sale consideration of ₹66,09,100/-, complainants have paid an amount is ₹56,47,309/-, and last payment of ₹7,15,000/- was made to the respondent on 08.06.2023. The fact remains that no offer of possession of the booked apartment has been made till date. With respect to status of handing over of possession, respondent has submitted that the project is completed and the apartment is ready and Occupation Certificate has been applied for. However, still no definite date of offer of possession is known.
- v. In regard to delay caused, respondent had taken plea that possession of apartment was subject to timely payments. It is a



matter of record, as per customer ledger attached at page no.20 of reply (Annexure R-2) that complainant had paid total amount of ₹56,47,309/- to the respondent, as and when demanded. Authority observes that respondent is not able to prove or substantiate with proof that complainants had made default in payments. Therefore, this plea of respondent stand rejected.

- vi. Also, respondent had taken plea that project was not completed on time due to some force majeure conditions mainly Covid-19. Authority observes that deemed date of possession in present case as per clause 4.1 of buyer agreement is 19.01.2016. Therefore, question arises as to whether any situation or circumstances which could have happened prior to this date due to which the respondent could not carry out the construction activities in the project can be taken into consideration? Also, as to whether the said situation or circumstances was in fact beyond the control of the respondent or not? The obligation to deliver possession within a period of 30 months from builder buyer agreement was not fulfilled by respondent. There is delay on the part of the respondent and the reason given by the respondent is ceasement of construction activities during the COVID-19 period. As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as *M/s*



Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr.
bearing OMP (I) (Comm.) No. 88/2020 and I.A.s 3696-3697/2020 dated 29.05.2020 has observed that:

“69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March,2020 in India. The contractor was in breach since september,2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.

Respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by January, 2016. Respondent is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used an excuse for non-performance of contract for which deadline was much before the outbreak itself. To conclude, Authority observes that mere averment of force majeure without any relevant proof of the same for causing delay in offering the possession is not sufficient to justify the delay caused.



- vii. Authority observes that the builder buyer agreement was executed between the parties on 19.07.2013 and as per clause 4.1, the possession was to be delivered upto 19.01.2016. Fact remains that possession has not been offered to complainants till date for the reason that occupation certificate has not been received from the competent Authority. In present situation, it is apparent that respondent failed to honour its contractual obligations without any reasonable justification. Facts also remains that complainants-allotecs have duly paid the demanded amount to the respondent to the tune of ₹56,47,309/- for the booked apartment. As per section 18 of the RERD Act, 2016, if the promoter fails to complete or give possession of an apartment, plot or building in accordance with terms of agreement for sale or as the case may be, duly completed by the date specified therein, the allotec may demand the refund of amount paid and in case the allotec do not wish to withdraw from the project, then he shall be entitled to interest for every month of delay till handing over of possession. As of today, complainant-allotec wants to stay with the project and respondent is duty bound to deliver possession of apartment supported with occupation certificate.
33. Thus, the Authority finds it a fit case to allow delayed possession charges from the deemed date, i.e., 19.01.2016 to the date on which a

valid offer is sent to them after obtaining completion/occupation certificate as provided under the proviso to Section 18 (1) of the Act.

Section 18 (1) proviso reads as under :-

“18.(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building-

.....

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”.

34. 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;*

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

"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%. Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".

36. 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. 22.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.
37. Authority has got calculated the interest on total paid amount from the deemed date of possession, i.e., 19.01.2016 till the date of this order, i.e. 22.01.2026, at the rate of 10.80% as per details given in the table below:

Sr. No.	Principal Amount	Deemed date of possession (19.01.2016) or date of payment whichever is later	Interest Accrued till 22.01.2026
1.	₹27,63,864	19.01.2016	₹29,90698/-
2.	₹3,36,609	09.04.2019	₹2,47,106/-
3.	₹3,30,000	12.04.2019	₹2,41,961/-

4.	₹6,70,000	18.06.2019	₹4,77,972/-
5.	₹8,31,836	13.09.2019	₹5,72,011/-
6.	₹7,15,000	08.06.2023	₹2,03,099/-
	Total=₹56,47,309/-		
Total Interest			₹47,32,847/-
Monthly interest			₹51,801/-

38. Accordingly, the respondent is liable to pay the upfront delay interest of ₹47,32,847/- to the complainants towards delay already caused in handing over the possession. Further, on the entire amount of ₹56,47,309/-, monthly interest of ₹51,801/- shall be payable up to the date of actual handing over of the possession after obtaining completion certificate. The Authority orders that the complainants will remain liable to pay balance consideration amount to the respondent when availed offer of possession is made to them.
39. Relief under clause (iii) is not pleaded by the complainant in pleadings nor argued at the time of hearing. Therefore, plea regarding this relief is rejected.
40. The complainants are seeking compensation on account of rent paid by the complainants from the date when the possession of unit got due, mental agony, undue hardship, cost of litigation and harassment caused for delay in possession. 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 may approach the Adjudicating Officer for seeking the relief of litigation expenses.

G. DIRECTIONS OF THE AUTHORITY

41. Hence, the Authority hereby passes this order and issues following directions to Respondent No.1 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 pay upfront delay interest of ₹47,32,847/- to the complainants towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire amount of ₹56.47,309/- monthly interest of ₹51,801/- shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate.

(ii) Complainants will remain liable to pay balance consideration amount to the respondent at the time of possession offered to them.

(iii) The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate, i.e, 10.80 % by the respondent which is the same rate of interest which the promoter shall be liable to pay to the allottees.

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



सत्यमेव जयते

DR. GEETA RATHEE SINGH
[MEMBER]

NADIM AKHTAR
[MEMBER]

PARNEET S SACHDEV
[CHAIRMAN]