



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	2593 of 2023
Date of filing:	22.12.2023
First date of hearing:	30.01.2024
Date of decision:	15.12.2025

**Late Smt. Regina Singh, W/o Sh. Bijender Singh**

**Through Legal Heirs-**

**1. Bijender Singh, S/o Sh. Nahar Singh,**

R/o Block-1, Flat No.-114, Maxheights Metroview Apartments,  
near Vill.Jatheri, Sector- 35, Sonipat, Haryana, 131029

**2. Shivender Singh, S/o Sh. Bijender Singh,**

R/o Block-1, Flat No.-114, Maxheights Metroview Apartments,  
near Vill.Jatheri, Sector- 35, Sonipat, Haryana, 131029

**3. Preeti Singh, W/o Amarjeet Singh,**

R/o EA- 159, 2nd Floor, Inderpuri Central Delhi- 110012

**4. Shruti Singh, W/o Abhishek Singh Bisen,**

R/o A-702, Anant Apartment, Plot No. 25A, Sector 4, Dwarka,  
West Delhi-110075

**5. Reeti Singh Sheoran, D/o Bijender Singh**

R/o USA 33, Sheridan DR, APT-11,

Strewbury. MA-01545

....COMPLAINANTS

VERSUS

**Housing Board Haryana,**

**Through its Chairperson,**

C-15, Awas Bhawan,

Sector-6, Panchkula, Haryana- 134109

...RESPONDENT

**Present:** - Adv. Tarjit Singh Chikkara, counsel for the complainant through VC.  
None for the respondent.

**ORDER (NADIM AKHTAR-MEMBER)**

Present complaint is filed by the complainant under Section 31 of the 'Real Estate (Regulation & Development) Act, 2016' (hereinafter referred as RERA, 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.

**1. UNIT AND PROJECT RELATED DETAILS-**

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



S.No.	Particulars	Details
1.	Name of the project	Built up multi storeyed flats for industrial workers at Barhi, Sonipat
2.	Name of the promoter	Housing Board Haryana
3.	RERA registered/not registered	Unregistered
4.	Unit no.	4, Type-1 Flat
5.	Date of builder buyer agreement	Not executed
6.	Due date of offer of possession	Not available
7.	Possession clause in BBA	Not available
8.	Total sale consideration	Not available
9.	Amount paid by complainant	₹3,58,000/-
10.	Offer of possession given on	Not given

## 2. FACTS OF THE PRESENT COMPLAINT

- i. That the present complaint was filed by the legal heirs namely Bijender Singh, Shivender Singh, Reeti Singh Sheoran, Shruti Singh, and Preeti Singh as Late Smt. Regina Singh died on 25-05-2014. A copy

of the death certificate is annexed at Page no. 32 of the complaint book.

- ii. That the complainant and her husband being directors in the company booked two units in the project and all the payments made by the complainant are in the form of a joint demand draft. Furthermore, the Company is situated in Barhi District Sonipat so the complainant was eligible to avail the scheme of Housing Board Haryana given to Industrial Workers/employees of Industrial Units. The complainant has paid ₹3,58,000/- to the respondent till date. The respondent never offered possession or started construction of the project till date and enjoyed the hard-earned money of the complainant. The complainant and her husband submitted application forms No. 1483 and 1484 for Industrial Workers/Employees of Industrial Units BARHI: Type A along with a total payment of ₹2,86,000/- for two units (₹1,43,000 for each) through DD No. 000814 and 000815 dated 25.04.2014, drawn from HDFC Bank, Inderpuri, New Delhi to the Housing Board Haryana (the Respondent). Copy of the application form is annexed at page no. 33-34 of the complaint book.
- iii. That the Housing Board Haryana issued an acknowledgement for the payment of ₹2,86,000/- (₹1,43,000 for each flat/unit) made through Demand Drafts No. 000814 and 000815 in the name of the





complainant and her husband Bejinder Singh. A copy of the acknowledgement is annexed at page no. 35 of the complaint book.

- iv. That the respondent then informed the complainant about the allotment of two flats in the Industrial Workers' Housing Scheme at Barhi, District Sonipat, by the draw of lots held on 30.12.2014 and requested a 15% deposit of ₹2,15,000/- per flat, as per the brochure by issuing a letter through Speed Post bearing Memo No. HBH/CRO(PM)/2015/2290, dated 27.03.2015. A copy of the letter is annexed at page no. 36 of the complaint book.
- v. That the Legal heir no.1, i.e., Complainant's husband Mr. Bijender Singh informed the respondent through a letter enclosing a Death Certificate about the death of the complainant Mrs. Regina Singh and her shares were thus transferred to Mr. Bijender Singh. A copy of the letter is annexed at page no 37 of the complaint book.
- vi. That the Legal Heir Bijender Singh after the death of the Complainant confirmed the payment of ₹4,30,000 (₹2,15,000 for each) as 15% payment for two units with DD No. 001444, dated 30.04.2015 drawn from HDFC Bank Ltd., Inderpuri Branch, New Delhi, 110012. Therefore, total amount paid by the husband of the complainant as Legal heir is ₹3,58,000 (₹1,43,000 + ₹2,15,000) for the flat/unit to the respondent as per the demand through a letter in the name of Chief Administrator, Housing Board Haryana, Panchkula. A copy of the



letter alongwith a copy of the cheque is annexed at page no. 39 and 40 of the complaint book.

- vii. That the complainant vide letter dated 07.12.2022 requested the respondent to refund the full amount with 18% interest per annum and requested ₹5 lakh as compensation due to the failure to start construction on the site mentioned in the original papers even after 5 years. This request was made in a letter to the Chief Revenue Officer, Housing Board Haryana, Panchkula. That the complainant's legal heir Mr. Bijender Singh requested the respondent that if the refund and compensation were not provided within 15 days, they would be compelled to take legal action at their own cost and consequences. A copy of the letter and Postal Receipt is annexed at page no. 41-43.
- ix. That the complainant's legal heir Mr. Bijender Singh sent another reminder on 27.03.2023 to the respondent. He also mentioned that they had not been informed about the cancellation of the project by any officials. A Copy of the letter dated 27.03.2023 is annexed at page no. 44.
- x. That non-delivery of the possession of units/flats is a continuous default on the part of the respondent and the cause of action on each such default arises continuously till date.
- xi. That the respondent is a Promoter in the definition of the term prescribed in the Real Estate (Regulation and Development Act) 2016



referred to herein as "RERA Act". Non-delivery of possession of Flats/Units to the complainant is a clear violation of the Act. Hence, the complaint is maintainable and the Promoter is liable to be prosecuted and penalised under Section 61 of the Act.

xii. That respondent has failed to fulfill various obligations under this Act and especially under Section 18 of the Act for non-delivery of possession of Flats/Units.

### **3. RELIEF SOUGHT -**

The complainant sought following relief in the present complaint: -

- i. To direct the respondent to refund the hard-earned money of ₹3, 58,000/- along with 24% p.a interest to the complainants from the date of payment, i.e., 25.04.2014, which was extracted by the respondent fraudulently in lieu of any Type-I in built up multistoried Flats for industrial workers and industry units/entrepreneur of Haryana state at Barhi, Sonipat, Haryana.
- ii. Any other directions or order which this Hon'ble Authority may deem fit in the facts and circumstances of the case.

### **4. REPLY SUBMITTED ON BEHALF OF RESPONDENT-**

Notice was served to the respondent on 28.12.2023 which got successfully delivered on 01.01.2024. Despite giving 6 opportunities to the respondent starting from first hearing, i.e., 30.01.2024 and last hearing (6th) on 03.11.2025, and imposition of cost, the respondent failed



to submit the reply till date. The Real Estate (Regulation and Development) Act, 2016, is a beneficial legislation aimed at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been made summary in nature. Such expeditious adjudication is achievable only if the parties involved, both the complainant and the respondent, submit their pleadings in a time-bound manner.

In light of the respondent's repeated non-compliance despite availing numerous opportunities and keeping in consideration the summary procedure, the Authority deems it appropriate to strike off the respondent's defence and proceed to decide the present complaint ex-parte, as per record available on the file.

**5. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT**

During the course of hearing on 03.11.2025, Authority observed that, "*Ld. counsel for the complainant reiterated the facts and submitted that the first payment of ₹1,43,000/- was made on 25.04.2014, as acknowledged by the Housing Board Haryana in acknowledgment slip dated 28.04.2014 placed at page 35 of the complaint book. The second payment of ₹2,15,000/- was made on 30.04.2015 through demand draft, a*





copy of which is placed at page 38 of the complaint book. To further substantiate the said payments, the bank statements have also been filed. He further stated that legal heir certificate had already been placed on record and despite giving various opportunities by the Hon'ble Authority, respondent has neither filed the reply, nor the cost has been paid to the complainant till date. The project has still not been completed and the respondent has not filed any documents regarding completion of the project, therefore, the complainant seeks refund of the total amount already paid along with interest. On the other hand, none appeared for the respondent. However, later, Adv. Rajesh Kaul appeared and requested to mark his presence and sought time to file his vakalatnama and Power of Attorney."

#### **6. ISSUE FOR ADJUDICATION**

Whether the complainants are entitled to refund of the amount deposited by them along with interest in terms of Section 18 of Act of 2016?

#### **7. OBSERVATIONS OF THE AUTHORITY**

As per matter of record, Authority observes that-

- From the record, it stands duly established that the original allottee Late Smt. Regina Singh along with her husband had applied for allotment of two flats under the Industrial Workers Housing Scheme at Barhi, Sonipat floated by the respondent. The



complainants have placed on record the application forms, payment acknowledgements and bank documents showing that a total amount of ₹3,58,000/- was paid to the respondent towards the subject flat.

- It is an admitted position on record that no Builder Buyer Agreement was ever executed, no construction has been commenced at the project site till date and no offer of possession has ever been issued by the respondent. Even after lapse of several years from the date of booking and payment, the respondent has failed to deliver possession or refund the amount.
- The Authority observes from the record that the allotment of the subject flat was made in favour of the complainant on 27.03.2015, pursuant to which the complainant was required to deposit an amount of ₹2,15,000/-. In compliance thereof, the complainant deposited the said amount on 30.04.2015 through demand draft, a copy which is placed on record at page 38 of the complaint book. To substantiate the said payment, relevant bank statements have also been filed by the complainant. It is further observed that thereafter, no communication whatsoever was made by the respondent to the complainant regarding the progress, status or completion of the project. After waiting for a considerable period, the complainant vide letter dated 04.11.2019 sought information



regarding the status of the project. As no response was received, the complainant again addressed a letter dated 07.12.2022 to the respondent reiterating the request and stating that despite earlier communication, no reply had been furnished by the respondent. The complainant once again sought information regarding the project and further requested refund of the deposited amount on account of non-commencement of construction even after several years. Thereafter, the complainant vide letter dated 27.03.2023 again requested the respondent to refund the deposited amount as the project had been cancelled unilaterally without any prior intimation to the complainant. Despite repeated communications, the respondent failed to respond or take any steps towards refund or possession.

- The continuous failure on the part of the respondent to start construction and hand over possession amounts to a clear violation of Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016, which confers an unqualified right upon the allottee to seek refund along with interest if the promoter fails to complete or is unable to give possession in accordance with the terms of the agreement. Since, there is no communication on part of the respondent in all these years regarding the completion/





cancellation of the project, the Authority finds it a fit case for refund of paid amount without any deduction.

- 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. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

*"25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*



The decision of the Hon'ble Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession. The complainant wishes to withdraw from the project of the respondent, therefore, Authority finds it to be fit case for allowing refund in favour of complainant.

- 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 15.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% ,i.e., 10.80%.
- From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERA Act, 2016 and the complainant is entitled for refund along with interest. Thus, respondent will be liable to pay the complainant, interest from date of payments till the actual realization of the amount. Authority has got calculated the total amount along with interest as per detail given in the table below:



Sr.no.	Principle amount	Date of payments	Date of order	Interest from date of payments till date of order
1.	₹1,43,000/-	25.04.2014	15.12.2025	₹1,79,954/-
2.	₹2,15,000/-	30.04.2015	15.12.2025	₹2,47,023/-
	Total= ₹3,58,000/-			Total= ₹4,26,977/-

Total amount to be refunded to the complainant

$$= ₹3,58,000/- + ₹4,26,977/- = ₹7,84,977/-$$

#### **8. DIRECTIONS OF THE AUTHORITY-**

Hence, the Authority hereby passes this order in the present complaint and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- (i) Respondent is directed to refund the entire paid amount of ₹3,58,000/- deposited by the complainant along with interest of ₹4,26,977/- as specified in the table provided above to all the complainants/ legal heirs in equal share. It is further clarified that respondent will remain liable to pay interest to the complainant till the actual realization of the amount.





- (ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

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



.....  
NADIM AKHTAR

[MEMBER]

