



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	667 of 2023
Date of filing:	20.03.2023
First date of hearing:	09.05.2023
Date of decision:	15.12.2025

**Subhash Chandra Raghuvanshi**

S/o Sh. Chhote Singh,  
R/o Flat no. 802, Tower No. 3,  
Vipul Gardens, Dharuhera  
District- Rewari, Haryana-123106

.....COMPLAINANT

Versus

**Parsvnath Developers Ltd.**

Registered Office: 6<sup>th</sup> Floor, Arunachal Building,  
19, Barakhamba Road,  
New Delhi-110001  
(through its authorized person)

.....RESPONDENT

**Present:** - None for the complainant.

Adv. Rupali Verma, counsel for the respondent through VC.

### **ORDER (NADIM AKHTAR –MEMBER)**

1. Present complaint has been filed by the complainant on 20.03.2023 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 RERA, 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 proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name and location of the project	"Parsvnath Elite Floors", Dharuhera, Rewari Haryana
2.	Unit No.	Flat No. A-223F, Block-A (1st Floor)
3.	Super area	1775 sq. Ft (164.90 sq. Mtrs.)
4.	Date of execution of Flat Buyer Agreement	09.08.2012
5.	Deemed date of possession	09.08.2014 (24 months from the date of Flat buyer agreement)
6.	Basic Sale price (as per FBA)	₹25,73,750/-
7.	Amount paid by the complainant	₹9,00,000/- (as per receipts annexed by the complainant)
8.	Offer of possession	Not given till date



**B. FACTS OF THE COMPLAINT**

3. That the present Complaint has been filed by the Complainant being constrained by the wholly illegal, arbitrary and mala fide acts of the Respondent M/s Parsvnath Developers Ltd. who has violated the provisions of the Real Estate (Regulation and Development) Act, 2016, inter alia, by issuing an Agreement dated 09.08.2012 without completing construction and by failing to deliver possession of the allotted unit. A copy of the Agreement dated 09.08.2012 is annexed as Annexure-1.
4. That originally, one Mr. Satish Kumar Sharma (hereinafter referred to as "the Allottee") had applied for and was allotted Flat No. A-223F, Block-A (1st Floor) admeasuring 1775 sq. ft. in the project titled "Parsvnath Elite Floors", Parsvnath City, Village Dharuhera, District Rewari, Haryana ("said project"). The total sale consideration for the said unit was ₹25,73,750/- inclusive of all miscellaneous charges. That the Respondent had represented that the said project would comprise top-quality amenities and global living standards and assured that possession of the residential unit along with execution of the title documents would be completed within *two years* from the date of commencement of construction on the concerned plot. Relying upon these assurances, the Allottee opted for a construction-linked payment plan (Plan-B).





5. That original allottee deposited a sum of ₹8,77,407/- as booking amount along with ₹25,593/- towards service tax, for which the Respondent issued a receipt dated 14.09.2010. A copy of the receipt is annexed as Annexure-2.
6. That subsequently, the Allottee transferred his rights and interest in the said unit in favour of the present Complainant, Mr. Subash Chandra Raghuvanshi. For this purpose, an application for transfer of ownership dated 09.08.2012 was submitted, which was duly acknowledged by the Respondent on the same date. A copy of the transfer application and acknowledgment is annexed as Annexure-3.
7. That despite the lapse of the committed period of possession, the Respondent failed to complete the construction. The Complainant repeatedly contacted the Respondent to inquire about the progress of the project; however, the Respondent avoided providing any definite timeline.
8. That upon personally visiting the project site, the Complainant discovered that no construction activity was being carried out. The site was in a completely abandoned state, as depicted in the photographs annexed as Annexure-4.
9. That even thereafter, the Respondent continued to give false assurances that the construction would be completed soon and repeatedly requested the Complainant to maintain patience. Left with no alternative, the Complainant



issued a legal notice dated 21.05.2022 to the Respondent, which was never replied to. A copy of the legal notice is annexed as Annexure-5.

10. That the Respondent thereafter stopped responding altogether and attempted to completely resile from its contractual obligations to complete construction, deliver possession and execute title documents. It became evident that the Respondent had collected money but had no intention or ability to complete the project.
11. That the Respondent has admittedly failed to complete the construction milestones under the construction-linked plan, and there is no visible sign of the project being completed in the near future. Thus, the Respondent has failed to (a) complete various construction milestones, (b) deliver possession, and (c) execute title documents.
12. That due to the Respondent's consistent failure, delay and non-performance, the Complainant has lost all confidence in the project and is no longer interested in taking possession of the said unit. The Complainant is therefore constrained to seek refund of the entire amount paid to the Respondent, along with interest and other statutory reliefs under the RERA Act.
13. That in an identical matter, this Hon'ble Authority, vide common judgment dated 11.03.2020 passed in Complaint Case No. 723 of 2019 titled *Nishant Bansal vs. Parsvnath Developers Ltd.*, directed the Respondent to offer



possession within 90 days and in case of inability, to make available a plot of the same size from the open market at its own cost.

The present Complainant squarely falls within the ambit of the said judgment.

A copy of the judgment is annexed as Annexure-6.

14. That under Section 18 of the RERA Act, the Complainant possesses an indefeasible statutory right to seek refund of the amount paid along with interest, in the event the promoter fails to hand over possession within the stipulated period.

**C. RELIEFS SOUGHT**

15. Complainant has sought following reliefs:

- i. Direct the Respondent to refund a sum of ₹19,68,501/- paid by the Complainant in lieu of allotment of abovesaid residential unit being - being unit Flat No.A-223F, Block A (1st floor) of the Project "Parsvnath Elite Floors" admeasuring 1775 sq. ft. at Parsvnath City NH-8, Delhi-Jaipur Highway, Distt. Rewari (Haryana);
- ii. Direct the Respondent to grant interest in favor of the Complainant at the rate prescribed as per the Real Estate (Regulation & Development) Act, 2016 and the rules framed thereunder;
- iii. Direct the Respondent to maintain status quo in respect of residential unit being unit Flat No.A-223F, Block A (1st floor) of the Project





"Parsvnath Elite Floors" admeasuring 1775 sq. ft. at Parsvnath City NH-8, Delhi-Jaipur Highway, Distt. Rewari (Haryana);

- iv. Direct the Respondent to pay damages and compensation in favor of the Complainant and against the Respondent;
- v. Direct the Respondent to compensate the Complainant for mental trauma and agony in favor of the Complainant and against the Respondent;
- vi. Award cost and legal expenses of the present proceedings in favor of the Complainant and against the Respondent;
- vii. Pass any other Order in the interest of justice.

**D. REPLY ON BEHALF OF RESPONDENT**

Respondent submitted a detailed reply on 30.06.2023 in the registry of the Authority pleading therein as under:

16. Respondent challenged the maintainability of the complaint on following grounds:

- i. That the present Complaint seeking refund of the deposited amount is not maintainable as allowing individual refunds at this stage will jeopardize the entire project and adversely affect the rights of hundreds of other allottees who have invested in the same project. It is



settled that refund cannot be granted in a manner that destabilizes the viability of an ongoing project.

- ii. That the present Complaint is grossly barred by limitation. The Agreement was executed in the year 2012, and the alleged cause of action, if any, arose long before the enactment and enforcement of the RERA Act, 2016. The Complainant, having approached this Hon'ble Authority in 2025, is hopelessly delayed by several years, and therefore the complaint deserves outright dismissal on the ground of limitation.
- iii. That this Hon'ble Authority lacks jurisdiction to entertain the present Complaint because the project in question is an unregistered project. In view of the judgment of the Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. vs. State of U.P. & Ors.*, 2021 SCC OnLine SC 1044, the Authority can exercise jurisdiction only in respect of registered projects. Since the project is not registered, the Complaint is not maintainable.
- iv. That the provisions of the Real Estate (Regulation and Development) Act, 2016 cannot be applied retrospectively. The booking was made in 2010, the Agreement was executed in 2012, and the alleged breaches relate to a period prior to the enforcement of the RERA Act





(01.05.2017). Therefore, applying RERA to pre-enactment contractual terms is impermissible and contrary to law.

v. That the Complaint fails to disclose any surviving cause of action. The Complainant has not pleaded any specific date of cause of action, nor has he demonstrated any breach occurring after the coming into force of the RERA Act. In absence of a continuing cause of action, the Complaint is liable to be rejected at the threshold.

17. That the present Complaint pertains to the project "Parsvnath Elite Floors", a part of Parsvnath City, Dharuhera, Haryana, being developed by the Respondent Company strictly in accordance with the applicable licenses.
18. That on 14.09.2010, one Mr. Satish Kumar Sharma (the "Original Applicant") booked Flat No. A-223F admeasuring 1175 sq. ft. in the said project voluntarily. That subsequently, on 09.08.2012, a Flat Buyer Agreement ("FBA") was duly executed between the Original Applicant and the Respondent for the aforesaid unit, wherein the Basic Sale Price was fixed at ₹25,73,750/-. The Applicant opted for a Construction Linked Payment Plan. A copy of the Flat Buyer Agreement is annexed as Annexure R-1.
19. That on 18.08.2012, the Original Applicant transferred the said unit in favour of the present Complainant, Mr. Subhash Chandra Raghuvanshi, with the



consent and approval of the Respondent. The Respondent duly recorded the change of ownership.

20. That till date, the Complainant has deposited only Rs. 8,77,407/- towards the said unit, having purchased it from the open or secondary market. Therefore, his equities are considerably limited as compared to original allottees of the project.
21. That the interest of the Complainant is fully protected under Clause 9-C of the Flat Buyer Agreement, which clearly stipulates the contractual rate of interest payable in case of delay. The Complainant is bound by the terms and conditions voluntarily agreed to and cannot claim any relief beyond the contractual provisions.
22. That the project is being developed in terms of Licenses No. 129 to 138 of 2007, which were valid up to 02.03.2016. A copy of the license is annexed as Annexure R-2. That the Respondent has already applied for renewal of the said licenses, and the applications are pending before the competent statutory authority. The renewal applications are annexed as Annexure R-3. That all development works in the project, along with basic amenities, have been completed by the Respondent.



23. That vide Memo No. STP(G)/2016/712 dated 25.05.2016, the office of the Senior Town Planner, Gurugram affirmed the completion of all development works at the site. A copy of the said memo is annexed as Annexure R-4.
24. That the project is otherwise complete, and therefore refund should not be granted. The Complainant, having stepped into the shoes of the Original Applicant voluntarily, cannot now seek to exit the project at the cost of jeopardizing the interest of other genuine allottees.
25. That time is not the essence of the contract as per the express terms of the Flat Buyer Agreement. The Complainant is bound by the contractual terms and cannot demand refund contrary to the agreed framework.

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

26. Learned counsels for respondent reiterated their respective submissions as advanced on the previous date of hearing. However, no one appeared on behalf of complainant.

**F. ISSUE FOR ADJUDICATION**

27. Whether the complainant is entitled for refund of the amount deposited by him along with interest in terms of Section 18 of RERA, Act of 2016?





**G. OBSERVATIONS AND DECISION OF AUTHORITY**

28. 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 as follows:
29. Respondent has challenged the maintainability of the complaint on following grounds:
- i. *That the present Complaint seeking refund of the deposited amount is not maintainable as allowing individual refunds at this stage will jeopardize the entire project and adversely affect the rights of hundreds of other allottees who have invested in the same project.*

With regard to this objection, Authority is of the view that Complainant's statutory right to refund under Section 18 cannot be curtailed on vague pleas of "project viability." Moreover, the Respondent has not even disclosed the present stage of construction or specified which part of the project is complete. In the absence of any progress report, completion certificate, or supporting documents, the objection is a bald assertion without merit and is liable to be rejected outright.

- ii. *That the present Complaint is grossly barred by limitation.*

Reference in this regard is made to the judgement of Hon'ble Apex Court in Civil Appeal No. 4367 of 2004 titled as "M.P Steel Corporation v/s



Commissioner of Central Excise". Relevant part of the said judgment is reproduced here under:-

*"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."* 20. *In Kerala State Electricity Board v. T.P"*

The promoter has till date failed to fulfill his obligations because of which the cause of action is re-occurring. RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not Courts.

- iii. *Respondent has further raised an objection that this Hon'ble Authority lacks jurisdiction to entertain the present Complaint because the project in question is an unregistered project.*

This issue as to whether this Authority has jurisdiction to entertain the complaint pertaining to unregistered projects has been dealt with and decided by the Authority in complaint no. 191 of 2020 titled as Mrs. Rajni and Mr. Ranbir Singh vs Parsvnath Developers Ltd. Relevant part of said order is being reproduced below:

*"Looked at from another angle, promoter of a project which should be registered but the promoter is refusing to get it registered despite the project being incomplete should be treated as a double defaulter, i.e.*





*defaulter towards allottees as well as violator of Sector 3 of the Act. The argument being put forwarded by learned counsel for respondent amounts to saying that promoters who violate the law by not getting their ongoing/incomplete projects registered shall enjoy special undeserved protection of law because their allottees cannot avail benefit of summary procedure provided under the RERA Act for redressal of their grievances. It is a classic argument in which violator of law seeks protection of law by misinterpreting the provisions to his own liking.*

14. *The Authority cannot accept such interpretation of law as has been sought to be put forwarded by learned counsel of respondent. RERA is a regulatory and protective legislation. It is meant to regulate the sector in overall interest of the sector, and economy of the country, and is also meant to protect rights of individual allottee vis-a-vis all powerful promoters. The promoters and allottees are usually placed at a highly uneven bargaining position. If the argument of learned counsel for respondent is to be accepted, defaulter promoters will simply get away from discharging their obligations towards allottee by not getting their incomplete project registered. Protection of defaulter promoters is not the intent of RERA Act. It is meant to hold them accountable. The interpretation sought to be given by learned counsel for respondent will lead to perverse outcome.*

15. *For the foregoing reasons, Authority rejects the arguments of respondent company. The application filed by respondent promoter is accordingly rejected."*

The same reasoning is applicable and adopted in the present case as well.

Further, the RERA Act, 2016, nowhere provides that the provisions of the Act shall only be applicable to registered real estate projects, or only aggrieved person of a registered real estate project shall file a complaint u/s 31 of the RERA Act, 2016. Thus, the complaint is well within the ambit of RERA Act, 2016.





- iv. Respondent has objected that the provisions of RERA Act, 2016 cannot be applied retrospectively.

Reference can be made to the case titled M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (supra), wherein the Hon'ble Apex Court has held as under:-

*"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 15stoppels15ng 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*

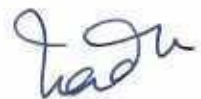


*buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms 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. At the same time, it will apply after getting the ongoing projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."*

The provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion though the contract/agreement might have taken place before the Act and the Rules became applicable. Hence, it cannot be stated that the provisions of the Act and the Rules made thereunder will only be prospective in nature and will not be applicable to the agreement for sale executed between the parties prior to the commencement of the Act.

30. On perusal of record and after hearing both the parties, Authority observes that the respondent in the present complaint has raised a preliminary objection that there is no contravention of the provisions of the Real Estate (Regulation





and Development) Act, 2016 and further no *cause of action* has been pleaded in the entire complaint. In this regard it is observed that the captioned complaint pertains to sale and purchase of an independent unit bearing no. A-223F in the project being developed by the respondent namely, 'Parsvnath Elite Floor' situated at, Dahruhera, Rewari, Haryana. Respondent and original allottee had executed a builder buyer agreement dated 09.08.2012 in respect of the said unit. Later on, it got endorsed in favour of complainant on 09.08.2012. Through this agreement and endorsement the respondent builder had promised delivery of possession of the unit to the allottee/complainant in a stipulated time period. However, the respondent has failed to deliver possession of the booked unit and thus there is a deficiency in service, on account of which the complainant/allottee has filed the present complaint. This is a clear violation and contravention of the terms of Flat buyer agreement dated 09.08.2012 as well as provisions under Section 11(4) of the Real Estate (Regulation and Development) Act, 2016. As per Section 11(4) (a) of the RERA Act 2016, the promoter shall be responsible for all obligations, (responsibilities) and function under the provisions of this Act or the rules and regulations made thereunder or to the allottees, as per the agreement for sale. Since, the respondent has failed to fulfill its obligation, a cause of action arose against the respondent promoter and in favor of the





complainant on account of deficiency in service, thus the complainant/allottee becomes entitled to seek relief in terms of Section 18 of the RERA Act. Therefore, the objection of the respondent that the present complaint is not maintainable is rejected.

31. As per facts and circumstances complainant had booked a residential unit in the project of the respondent namely "Parsvnath Elite Floors" situated in Dharuhera, District Rewari, Haryana. A Flat Buyer agreement was executed between the original allottee namely Satish Kumar Sharma and respondent on 09.08.2012 vide which original allottee was allotted Flat no. A-223F, Block-A, 1st Floor, admeasuring 1775 sq. Ft for basic sale consideration of ₹25,73,750/-. Subsequently, the unit in question was duly endorsed in favour of the Complainant on 09.08.2012, whereby the Complainant stepped into the shoes of the original allottee and became bound by all rights and obligations arising therefrom.
32. As per clause 9(a) of the Flat buyer agreement dated 09.08.2012, respondent was obligated to complete the construction of flat *within twenty four (24) months from the date of commencement of construction on the individual plot on which the flat is located with a grace period of six (6) months, after receipt of all requisite approvals as may be required for commencing and carrying on construction, subject to force majeure, restraints or restrictions from any*



*courts/ authorities, circumstances beyond the control of developer and subject to timely payment of the buyers.* It is pertinent to mention that the Respondent has not disclosed the exact date on which construction of the individual plot commenced. In the absence of this crucial information, the Authority deems it appropriate to rely upon the date of execution of the Agreement for the purpose of calculating the deemed date of possession. Accordingly, the deemed date of possession in the present complaint is taken as 24 months from the execution of the Agreement dated 09.08.2012, which comes to **09.08.2014**. As a matter of fact, the complainant has stepped into shoes of original allottee before the deemed date of possession.

33. The facts set out in the preceding paragraph demonstrate that respondent had failed to fulfill his obligation to handover possession by 09.08.2014, i.e., deemed date of possession. Further, respondent neither had placed on record any documents stating explanation with regard to not refunding money of complainants. Even the respondent has failed to furnish any cogent explanation or documentary justification for the inordinate delay in completion of construction, despite being under a contractual obligation to demonstrate the existence of any force majeure circumstances or other valid impediments preventing timely delivery of possession. It is not out of the place to mention that, respondent has failed to prove that occupation



certificate has been received from the competent department w.r.t. unit in question. Lastly, no offer of possession has been made by the respondent to the complainant till date. In these circumstances, Authority finds it to be fit case for allowing refund along with interest in favor of complainant.

34. Keeping the hard earned money of allottees without justification establishes that respondent want to take advantage of its own wrong first by not completing construction as per agreement, secondly, keeping illegally the hard earned money paid by complainant. Fact remains that respondent has failed to handover possession of the unit within the prescribed timeframe. In these circumstances, the provisions of Section 18(1)(a) of the Act clearly come into play by virtue of which the complainant is seeking refund of paid amount along with interest on account of default in delivery of possession of booked unit within a reasonable period of time.
35. The Authority, upon perusal of the documents placed on record, observes that despite sufficient opportunities granted to the complainant vide interim orders dated 03.12.2024, 04.03.2025, and 29.09.2025, the complainant has failed to substantiate the claim of having paid a sum of ₹19,68,501/-. The only receipt annexed by the complainant reflects a payment of ₹9,00,000/- (₹8,77,407/- + ₹22,593/-). On the contrary, the respondent in its reply has specifically rebutted the claim and asserted that the complainant has paid only ₹8,77,407/-





towards the unit in question. Considering that the complainant has failed to produce any documentary proof of the alleged balance payment despite adequate opportunity, the Authority deems it appropriate to rely upon the receipt available on record. Accordingly, the Authority concludes that the complainant has paid an amount of ₹9,00,000/-, as evidenced by receipt no. 50097699 dated 14.09.2010, annexed as Annexure-2 to the complaint book.

36. 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 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.

37. The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

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

*Explanation.-For the purpose of this clause-*

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

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

38. 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.



15.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

39. Rule 15 of HRERA 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".*

40. Thus, respondent will be liable to pay the complainant interest from the dates when the amounts were paid till the actual realization of the amount. Authority directs the respondent to refund the paid amount of ₹23,83,831/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, i.e., at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.80% (8.80% + 2.00%) from the date amounts were paid till the actual realization of the amount to the complainant. Authority has got calculated the total amount along with interest calculated at the rate of





10.80% till the date of this order, total amount works out to ₹23,83,831/- as per detail given in the table below:

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 15.12.2025
1.	₹9,00,000/-	14.09.2010	14,83,831/-
	Total Payable to complainant	₹9,00,000 + 14,83,831/-=	23,83,831/-

41. Furthermore, the complainant has referred to the judgment dated 11.03.2020 passed in Complaint Case No. 723 of 2019 titled **Nishant Bansal vs. Parsvnath Developers Ltd.** However, the facts and circumstances of the present complaint are entirely distinguishable. In the *Nishant Bansal's* case, no specific unit number had been allotted to the complainant, and the relief of possession was granted in those circumstances. In contrast, in the present matter, a duly executed Flat Buyer Agreement exists between the parties, under which a specific unit number has been allotted to the complainant, who is now seeking refund. Therefore, the said judgment is not applicable to the facts of the present complaint.
42. The complainant is seeking damages and compensation in favor of the Complainant and against the Respondent, compensation for mental trauma and agony, and cost and legal 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 free to approach the Adjudicating Officer for seeking the relief of compensation and litigation expenses.

#### **H. DIRECTIONS OF THE AUTHORITY**

43. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERA 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 ₹23,83,831/- to the complainant. 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 by this Authority in this order as provided



in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which, legal consequences would follow.

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



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NADIM AKHTAR  
[MEMBER]

