



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No.:	2193 of 2023
Date of Filing:	16.10.2023
First Date of Hearing:	12.03.2024
Date of Decision:	24.02.2026

Versha Rani w/o Sh. Raj Kumar
R/o H. No. 1, Bhogal Road, Jangpura,
Delhi, 110014.

....COMPLAINANT

VERSUS

RTS Infrastructure Private Limited
Unit No. 400, 4th Floor, SRS Tower,
14/5 Mathura Road, Faridabad,
Haryana, 121006.

....RESPONDENT

Present: - None for complainant
 None for respondent

ORDER : DR. GEETA RATHEE SINGH -(MEMBER)

1. Present complaint has been filed by the 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 complainants, 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	Kalyani Hill View Apartment, Mohbatabad, Faridabad, Haryana.
2.	Nature of the project.	Residential
3.	RERA Registered/Not Registered	Unregistered
4.	Details of the unit	Flat No. SF 7-8, Type-D, Tower-3 (as per BBA).
5.	Date of Builder Buyer Agreement	03.05.2016
6.	Due Date of Possession	03.11.2019
7.	Possession clause 38 as per BBA dated 03.05.2016	The company shall put its best efforts to complete the development / construction of the unit within 36 month from the date of signing of this agreement by the allottee or within an extended



		<p>period of 6 month, however subject to force majeure conditions. However subject to force majeure conditions (as mentioned inand.....Hereunder) and subject to all unit allottees making timely payment or subject to any other reasons beyond the control of the company. No claim by way of damages / compensation shall lie against the company in case of delay in handing over the possession on account of any of the aforesaid reasons and the company shall be entitled to a reasonable extension of time for the delivery of possession of the said unit to the allottee The aforesaid period of development shall be computed by excluding Sundays, bank holidays enforced govt. holidays and the days of cessation of work at site in compliance of order of any judicial concerned state legislative body.</p>
8.	Basic Sale Consideration	₹15,50,000/-
9.	Amount paid by the complainant	₹10,50,000/-

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10.	Offer of Possession	None
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B. FACTS OF THE COMPLAINT AS MENTIONED IN THE COMPLAINT

3. Facts of the complaint are that the complainant was solicited by RTS Infrastructure Pvt. Ltd. (the respondent) for the purchase of Flat No. SI' 7-8 in Tower 2 at the "Katyani Hill View" apartment. An Agreement for purchase was executed on 03.05.2016 (duly annexed at page no. 41 to 58 of the complaint), which stipulated a completion period of 36 months plus a 6-month extension. Consequently, the due date for possession was 03.11.2019.
4. That between December 2015 and February 2022, complainant made consistent payments through cash and cheques. Despite facing financial hardships, complainant ensured all payments were honoured, totalling ₹10,50,000/- (duly annexed at page no. 19 to 40 of the complaint). All payments were duly acknowledged by receipts issued by the respondent.
5. That the respondent failed to complete the project or hand over possession by the agreed deadline. Despite this significant delay, respondent continued to demand and accept further payments from the complainant, taking advantage of their vulnerable position.
6. That respondent intentionally evaded the mandatory statutory requirement of registering the project with Haryana Real Estate Regulatory Authority (HRERA). Furthermore, instead of addressing the complainant's queries



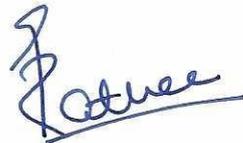
cheating/defrauding/misrepresentation, harassment mental and physical be initiated against the respondent builder/promoter/developer and its directors and an amount of ₹50,00,000/- be paid to the applicant/complainant in addition;

iii. To direct the respondent to pay costs and litigation expenses of ₹60,000/-;

iv. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

D. REPLY/APPLICATION SUBMITTED ON BEHALF OF RESPONDENT

10. In the captioned complaint, initially notice dated 07.11.2023 was returned un-delivered on 23.11.2023, service was subsequently completed on 12.03.2024, when Adv. Manpreet Khurana, appeared on behalf of respondent in other matters, accepted notice in captioned complaint on behalf of respondent in open court. However, despite being granted multiple opportunities to file reply vide order dated 12.03.2024, 17.12.2024 & 16.09.2025, respondent remained non-compliant. Noting the summary nature of these proceedings and the fact that sufficient reasonable opportunity has been afforded upon three consecutive non appearances and non-filing of reply, the Authority vide its order dated 27.01.2026, struck off the right of defence of respondent and the respondent company was ordered to be proceeded ex-parte.



E. ISSUES FOR ADJUDICATION

11. Whether the complainant is entitled for refund of the entire amount deposited by them under Section 18 of the Real Estate (Regulation and Development) Act, 2016, along with interest at the prescribed rate of interest as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

12. Upon perusal of documents placed on record and hearing the Ld. counsel for the complainant, Authority observes that the complainant had purchased a flat in the real estate project namely "Katyani Hill View" located at Mohhabtabad, Faridabad being developed by the respondent RTS Infrastructure Private Limited. Accordingly, an agreement for residential flat no. SF 7-8 in Tower 3 at the "Katyani Hill View Apartment" Mohhabtabad was executed on 03.05.2016, between the complainant and the respondent.

However, Authority observes a discrepancy between the residential flat agreement dated 03.05.2016, which identifies the subject property as Flat No. SF 7-8, Type-D, Tower-3, whereas the complainant's pleadings refer the same to Tower-2. Upon examination of the documentary record, including the payment receipts and the legal notice of revocation issued by the respondent, it is noted that both documents consistently identify the unit as being situated in Tower-2. Ld. counsel for the complainant submitted that the reference to Tower-3 in the residential flat agreement was a typographical error and moved for the record to



reflect Tower-2. Having considered the oral submissions and the corroborative documents, Authority hereby recognizes the discrepancy as a *bona fide* clerical error. Consequently, it is held that the unit central to this dispute is Flat No. SF 7-8, Type-D, Tower-2.

13. The complainant has to paid ₹10,50,000/- against total sale consideration of ₹15,50,000/-. As per clause 38 of agreement for residential flat dated 03.05.2016, respondent has undertaken to complete the project within a period of 36 months, plus a 6-month extension subject to force majeure conditions. As no document to substantiate the occurrence of a force majeure condition is being produced before the Authority, the stipulated extension is inapplicable. Consequently, the respondent was obligated to handover possession within 36 months and accordingly, the due date of completion of development works and the handover of possession expired on 03.05.2019.

14. Period of 3 years is a reasonable time to complete development works in the project and handover possession to the allottee. Respondent failed to hand over possession to the complainant. After paying his hard-earned money, legitimate expectations of the complainant would be that possession of the flat will be delivered within a reasonable period of time. The complainant discharged her financial obligations in good faith, as evidenced by the last instalment payment of ₹50,000/- remitted on 06.02.2022, after the lapse of due date of possession i.e., 03.05.2019. Notwithstanding this consistent adherence to the payment schedule, the respondent issued a purported cancellation notice dated



09.08.2023, citing an alleged long-term default. It is noted that this notice is legally untenable and lacks specificity, as it fails to provide a detailed accounting or justification for the termination of the allotment. Given the complainant's substantial compliance with the payment terms, the respondent's unilateral cancellation constitutes an arbitrary breach of contract. However, respondent /developer has failed to fulfil its obligations as promised to the complainant. Thus, complainant is well within his right to withdraw from the project on account of default on the part of respondent /developer to offer legally valid possession and seek refund of the paid amount along with interest as per section 18 of RERA Act.

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.”

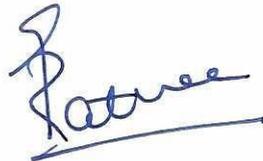
The decision of the Hon'ble Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession. The complainant wishes to withdraw from the project of the respondent,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

15. The 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.”

16. As per the website of the State Bank of India (<https://sbi.co.in>), the highest Marginal Cost of Lending Rate (MCLR) as on 24.02.2026 is 8.80%.

Accordingly, in terms of HRERA rules, the prescribed rate of interest for the refund shall be MCLR + 2% = 10.80% per annum.

17. The complainant has prayed for interest @18% per annum. However, the RERA Act, 2016, read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, prescribes interest at the rate of SBI MCLR + 2%, which, as on date, works out to be **10.80% per annum**. Accordingly, the interest shall be calculated and awarded at this statutory rate.

18. It has been alleged by the complainant, and supported by documents, that an amount of ₹10,50,000/- was paid to the respondent. As the respondent has failed to file a reply or participate in the proceedings, the Authority is



inclined to accept the complainant's assertions as true for the purpose of this refund. The Authority directs the respondent to refund an amount of ₹10,50,000/-, deposited by the complainant 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 of various payments till actual realization of the amount

19. The Authority has calculated the total refundable amount along with interest at the prescribed rate of 10.80% per annum till the date of this order. The total amount payable by the respondent to the complainant on the date of this order works out to be ₹20,13,421/-. Complainant shall be entitled to further interest on the paid amount till realization beginning from 24.02.2026 at the rate of 10.80%.

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.01.2026
1.	₹2,00,000/-	09.12.2015	₹2,20,793/-
2.	₹2,00,000/-	09.12.2015	₹2,20,793/-
3.	₹46,000/-	05.03.2016	₹49,598/-
4.	₹1,00,000/-	14.04.2016	₹1,06,639/-
5.	₹50,000/-	12.02.2017	₹48,822/-
6.	₹54,000/-	07.04.2018	₹46,033/-
7.	₹40,000/-	22.07.2018	₹32,844/-
8.	₹1,00,000/-	07.04.2019	₹74,446/-
9.	₹1,50,000/-	10.08.2019	₹1,06,121/-
10.	₹60,000/-	08.09.2020	₹35,436/-
11.	₹50,000/-	06.02.2022	₹21,896/-
	Total = ₹10,50,000/-		Total= ₹9,63,421/-
	Total Payable to the complainant	₹10,50,000/- + ₹9,63,421/-	₹20,13,421/-



20. The complainant has also sought compensation on account of harassment, mental agony, undue hardship and litigation costs. In this regard, it is observed that the Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra), has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18, and 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainants are, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

G. DIRECTIONS OF THE AUTHORITY

21. Hence, the Authority hereby issues the following directions under Section 37 of the RERA Act, 2016, to ensure compliance with the obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act, 2016:

- i. Respondent is directed to refund the amount of ₹10,50,000/- with interest of ₹9,63,421/- total to ₹20,13,421/- to the complainants i.e. within 90 days from the date of passing of this order. It is further clarified that



respondent will remain liable to pay interest at the prescribed rate to the complainants till the actual realization of the amount.

ii. The respondent-promoter is directed to comply with all the directions issued in this order within a period of 90 days from the date of receipt of this order, as provided under Rule 16 of the Haryana Real Estate (Regulation & Development) Rules, 2017, failing which legal consequences will follow.

22. Accordingly, the case is **Disposed of**. File be consigned to the record room after uploading of order on the website of the Authority.



DR. GEETA RATHEE SINGH
[MEMBER]