



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no:	985 of 2023
Date of filing:	03.05.2023
First date of hearing:	05.07.2023
Date of decision:	09.03.2026

Tarun Goyal S/o Sh. Giri Raj Goyal,
R/O House no. 60/1, 3rd floor,
Old Rajinder Nagar, Delhi-110060,

....COMPLAINANT

VERSUS

M/s Parsvnath Developers Ltd.
Parsvnath Tower, Near Shahdra Metro Station,
Shahdara, Delhi-110032

....RESPONDENT

Present: - Adv. Gaurav Gupta, Id. Counsel for the complainant through VC.
Adv. Neetu Singh, Id. Counsel for the respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed by the complainant on 03.05.2023 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 fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name of the project	Parsvnath City Location: Sonapat, Haryana.
2.	Name of promoter	Parsvnath Developers Ltd.
3.	Date of booking	17.02.2005
4.	Unit No. & Unit area	Plot No. B-3099, Block -B & 580.99 sq. yds.
5.	Date of Plot buyer agreement	22.08.2013
6.	Total Sales Consideration	₹33,92,500/-
7.	Amount paid by the complainant	₹43,73,375/-
8.	Due date of possession	Not mentioned
9.	Offer of possession	Not given till date

B. FACTS AS STATED IN THE COMPLAINT

3. That on the assurances and commitments made by the respondent company's executive, complainant booked a residential plot measuring 300 Sq. yard approx. @ Rs. 5750/- per sq. yard in a residential project namely "Parsvnath City" at Sonapat, Haryana and made initial payments as per demand by the respondent company. Copies of the payment receipts dated 17.02.2005 and 19.01.2006 are annexed as Annexure- C-2 to C-4 of the complaint.
4. That despite receipt of amount of ₹8,62,500/- which is more than 40% of total sales consideration amount, respondent company did not allot the plot to the complainant till January,2006, therefore complainant was constrained to file the police complaint dated 25.06.2012 regarding the fraud and cheating committed by respondent company and further on the basis of the complaint filed by the complainant as well as by the other persons to whom the plots were not allotted by the respondent company; an FIR bearing no. 112/2013 dated 10.05.2013, P.S. EOW was registered, against the respondent company and its directors, wherein, the charge sheet has already been filed, which is now pending in the concerned court.
5. That after registration of above stated FIR, executive of respondent company approached the complainant and agreed to allot the plot



- measuring 419.73 Sq. Mtr., i.e., 589.99 sq. yds in Parsvnath City, Sonapat with the sale price of ₹5750/- per sq. yd besides other charges including PLC, EDC and IDC etc. and further also assured that the possession of the plot will be offered very soon after making the due payments of the said plot.
6. That further on the assurances of the executives of the respondent company, complainant made another payment of ₹35,10,875/- vide receipt dated 14.08.2013 and 16.08.2013. Same are annexed as Annexure- C-7 to C-9 with the complaint.
 7. That after making the aforesaid payments, respondent company allotted a plot bearing Plot No. B-3099 in B-Block, Parsvnath City, Sonapat, Haryana vide letter dated 16.08.2013; and further vide letter dated 22.08.2013, company also provided the plot buyer agreement to the complainant, which was duly executed between the respondent company and the complainant, whereas till 22.08.2013 against the total sale consideration of ₹33,92,500/- including all the charges, complainant has already made the payment of ₹43,73,375/-.
 8. That complainant several times approached the concerned executives of the respondent company regarding offer of the possession of the allotted plot, i.e., Plot No. B-3099 in B-Block, Parsvnath City, Sonapat. However, officers of the respondent company kept on postponing the issue on one pretext or other.



9. That on seeing no professional conduct on the part of the respondent company, complainant was constrained to send a legal notice dated 19.11.2022 through registered post to the respondent and its Directors, thereby calling upon them to offer the possession of the plot and also pay the compensation for delay possession. However, despite receipt of the said legal notice neither any reply nor possession of the plot was offered. Copy of the legal notice along with its original postal receipts are annexed as Annexure- C-13 with the complaint.
10. That the Respondent is guilty as well as violated the provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.
11. That the complainant has suffered due to non-compliance as well as violation of the mandatory provisions of Real Estate (Regulation and Development) Act, 2016 and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017 by the respondent.
12. The complainant on losing all the hope from the respondent and after being mentally tortured and also losing considerable amount, is constrained to approach this Hon'ble Authority for redressal of his grievance.



13. That, the complainant further declares that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other Authority.

14. Complainant in his present complaint has sought following reliefs:

- i) That the respondents be directed to handover the actual physical possession of the allotted Plot bearing No. B-3099 in B-Block, Parsvnath City, Sonapat, Haryana, along with the all the rights, title and interests.
- ii) That respondent be directed to take necessary initiative to get register the conveyance or sale deed pertains to the allotted Plot bearing No. B-3099 in B-Block, Parsvnath City, Sonapat, Haryana in favor of the present complainant.
- iii) That respondent be directed to pay the Penalty or delay compensation (interest on the deposited amount) for not offering the possession of the allotted plot since 17.02.2005.
- iv) That respondents be directed to pay ₹1,00,000/- towards litigation charges.
- v) That respondents be directed to pay compensation to the tune of ₹5,00,000/- for causing mental harassment and agony to the complainant.



vi) Any other relief, which this Hon'ble Authority deems fit & proper under the peculiar facts & circumstances of the present case, may also be granted in favour of the Complainant.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

15. Learned counsel for the respondent filed a detailed reply on 21.07.2023 pleading therein as under :-
- (i) That the present complaint is not maintainable in law, before this Hon'ble Authority and is liable to be dismissed.
 - (ii) That the Complainant before this Hon'ble Authority have made a speculative investment in the project of the Respondent-Company, wherein Complainant invested knowingly and willingly.
 - (iii) That the present complaint is grossly barred by limitation and this Hon'ble Court does not have jurisdiction to entertain a time barred claim. Moreover, in absence of any pleadings regarding condonation of delay, this Hon'ble Court could not have entertained the complaint in the present form. In recent judgment by the Hon'ble Supreme Court in the case of **Surjeet Singh Sahni vs. State of U.P and others, 2022 SCC online SC 249**, the Hon'ble Apex Court has been pleased to observe that mere representations does not extend the period of limitation and the aggrieved person has to approach the court expeditiously and within reasonable time. In the present case the complainant is guilty of delay and latches, therefore, its claim should be dismissed.



- (iv) That the provisions of Real Estate (Regulation and Development) Act, 2016 cannot be applied retrospectively.
- (v) That, Mr. Tarun Goyal had been allotted a residential plot bearing no. B-3099 having area tentatively admeasuring 590 sq. yards in the township "Parsvnath City at Sonapat" provisionally. That the basic selling price of said plot was fixed at ₹33,92,500/- excluding other compulsory charges.
- (vi) That on 22.08.2013, a plot buyer agreement was executed between the complainant and the respondent-company. A copy of the plot buyer agreement dated 22.08.2013 is annexed as Annexure R-1 with the reply.
- (vii) That on 10.07.2010, respondent company applied letter of intent for developing a residential colony on the land admeasuring 51 acres. However, the same was rejected by the competent authority vide letter dated 19.02.2013. Copy the letter issued by the DTCP, Haryana stating the reasons for rejection is annexed as Annexure R-3. Pursuant to that on 19.09.2019, one of the association company of the respondent company applied for license for the land admeasuring 25.344 acres falling under in the revenue Village Rajpura, Sector 10 & 11, District- Sonapat, Haryana to develop a residential plotted colony. An application has been submitted for grant of licence for 25.344 acres through Generous Builders Private Limited, which was rejected by this competent Authority, which was rejected by the competent Authority.



- (viii) That the inability of the respondent company to develop the project is primarily the encroachments by the local farmers on the part of project land for which they have already been paid the sale consideration. That despite all sincere efforts to get the project land vacated, the local farmers have failed to agree and rather they are coercing the respondent company to agree to their unreasonable demands.
- (ix) That further, with effect from 11.01.2022, Government of Haryana has taken a policy decision that where the outstanding dues against the statutory dues in the nature of EDC etc. are more than ₹20 Crore, fresh licence should not be issued to the landowner/ developer/its associate companies etc. till the clearance of all the outstanding EDC. Hence despite making all sincere steps, the respondent company is not able to get the LOI of the said Project Land.
- (x) That despite all the efforts made by the respondent company towards the completion of the said Project as well as for getting the LOI, the Project could not be regularized and this has caused the abandoning of the project.
- (xi) That the relief of possession in these circumstances is not applicable in the present case as the respondent company is not developing the project and under no provision of law the respondent-company can be asked to develop and deliver the project which has otherwise become impossible and hence, unviable. For the reasons beyond the control of the respondent

company, it could not develop the land in question and it is ready and willing to refund the amount received from the Complainants in terms of Clause 5(b) of the buyer's agreement applicable from the date of endorsement. Without prejudice, it is further stated that the project cannot be delivered due to the unforeseen circumstances and therefore in terms of Section 18(1), the relief of refund is only a plausible solution. That further, Clause 5 (b) of the Plot Buyer's Agreement is being reproduced hereunder:-

"Clause 5 (b) In case the plot gets omitted/deleted from the layout plan or the Promoter is not able to deliver the same to the Buyer for any reason other than those relating to acquisition of land as mentioned in Clause 6, the Promoter may offer another plot in the Colony or in its vicinity, if available, and if the same is not acceptable to the Buyer, then the Promoter shall be liable only to refund the actual amount received by it with simple interest @ 10 % per annum and the Promoter shall not be liable to pay any compensation whatsoever"

(xii) The complaint under reply may kindly be dismissed.

E. REJOINDER FILED BY THE COMPLAINANT ON 05.12.2023

16. Complainant has filed a rejoinder on 05.12.202. However, facts as mentioned in the complaint have been reiterated in the said rejoinder.

F. APPLICATION FILED BY THE COMPLAINANT ON 12.12.2025.

17. Complainant has filed an application on 12.12.2025 wherein, facts of the complaint have been stated and complainant has prayed to pass order in the



present case in consonance with complaint no. 865 of 2020 titled as Deepak Gupta vs. Parsvnath Developers Ltd.

G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

18. The learned counsel appearing for the complainant has submitted that arguments in complaint no. 983 of 2023 may also be considered in this complaint.

H. ISSUES FOR ADJUDICATION

20. Whether the complainant is entitled to get the relief of possession of plot booked by him along with interest for delay in handing over the possession of the plot in terms of Section 18 of the RERA Act of 2016?

I. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

21. 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 the parties, Authority observes as under:

(i) Respondent has raised an objection regarding maintainability of the complaint. In this regard it is stated that Authority has territorial jurisdiction as well as subject matter jurisdiction to adjudicate the present complaint.

E.1 Territorial Jurisdiction



As per notification no. 1 /92/2017/ITCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Panchkula shall be entire Haryana except Gurugram District for all purpose with offices situated in Panchkula. In the present case the project in question is situated within the planning area Sonapat district. Therefore, this Authority has complete territorial jurisdiction to deal with the present complaint.

E.2 Subject Matter Jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

So, in view of the provisions of the Act of 2016 quoted above, the Authority has complete jurisdiction to decide the complaint regarding



non-compliance of obligations by the promoter leaving aside compensation which is to be decided by learned Adjudicating Officer if pursued by the complainant at a later stage.

ii) Respondent has also taken objection that this complaint is grossly barred by limitation. Limitation Act is not applicable on RERA Act as RERA Authority is a quasi-judicial Authority and is applicable only on Courts. This view gets strength from the judgement of Apex court **Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise** wherein the Hon'ble Apex Court had held that Limitation Act applies only to the courts and not to the Tribunals. 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. Further, the promoter has till date failed to fulfil his obligations because of which the cause of action is re-occurring.

iii) Respondent has taken an objection that the complainant is a speculative buyer who has invested in the project for monetary returns and taking undue advantage of RERA Act 2016 as a weapon during the present downside conditions of the real estate market and therefore not entitled to the protection of the Act of 2016. In this regard, Authority

observes that "any aggrieved person" can file a complaint against a promoter, if the promoter contravenes the provisions of the RERA Act, 2016 or the rules or regulations as the case may be. In the present case, the complainant is an aggrieved person who has filed a complaint under Section 31 of the RERA 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 builder buyer agreement dated 22.08.2013, it is clear that complainant is an "allottee" as plot bearing no. B-3099, Block B measuring 589.99 sq. yards in the real estate project "Parsvnath City", Sonipat was allotted to him 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 will be "promoter" and "allottee" and there cannot be a party having a status of an investor. 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 not defined or referred to in the Act. Thus, the contention of promoter that allottee being investor are not entitled to protection of this Act also stands rejected.

iv) Further, the respondent has objected that the provisions of RERA Act, 2016 cannot be applied retrospectively. This has been already decided by the Hon'ble Supreme Court in case titled **M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (supra)**, wherein the Hon 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”.

In view of the aforementioned judgment, it is now settled that 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 are in the process of the completion though the contract/agreement might have been entered into before the Act and the Rules became applicable. Hence, this objection raised by the respondent is negated.

(v) Factual matrix of the case is that admittedly, the complainant booked a plot of 589.99 sq. yards and initially deposited ₹4,31,250/-. A receipt for payment of ₹4,31,250/- was issued on 17.02.2005. On 22.08.2013, a Plot Buyer Agreement regarding plot no.B-3099, Block-B at Parsvnath City, Sonapat was executed by respondent in favour of complainant. An amount of ₹43,73,375/- stands paid against the total consideration of ₹33,92,500/-.

(vi) Perusal of ledger attached with the reply also reveals that an amount of ₹33,92,500/- stands paid against the basic sales price of plot no. B-3099 measuring 589.99 sq. yds in Parsvnath City Sonipat.



(vii) Respondent in his reply also contended that he is not able to get the LOI for the project and is not in position to develop the same. Reference is also made to para 3 of the letter dated 19.02.2013 written by DTCP, Haryana to the respondent (Annexure R-3 of the reply). Relevant part of the said letter is being reproduced:

“Since, you did not attend the personal hearings on two occasions, therefore, it can be concluded that you are making lame excuse as the application for renewal of original license is yet to be filed and license for an additional area can be considered only if the mail license is valid. It is therefore regretted that the grant of license for an additional area measuring 51.50 acres is hereby refused due to the reason mentioned above”.

Perusal of this para shows that respondent had no intention of honoring his obligations and complainant cannot be made to suffer because of the repeated and deliberate defaults on the part of the respondent. Therefore, complainant is entitled to the relief of possession alongwith delayed interest.

(viii) In the present case, plot buyer agreement was executed between the parties on 22.08.2013. However, the agreement does not stipulate any time frame for handing over possession. Authority observes that in absence of clause with respect to handing over of possession in the plot buyer agreement it cannot rightly ascertain as to when the possession of said plot was due to be given to the complainant. It has been observed that a period of 3 years is reasonable time for development of a project and handing over of possession as held by **Hon'ble Apex Court in 2018**

STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr. Therefore, deemed date of possession works out to be 22.08.2016.

Since complainant is not interested to withdraw from the project and wants to continue with the project, respondent is directed to pay the complainant upfront interest on the amount paid by him from deemed date of possession till the date of the order and also future interest for every month of delay occurring thereafter till the handing over of possession of the plot. Further respondent is prohibited from alienating the land of the project in question for any purposes except for completion of the project.

(ix) As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. 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”.



(x) The legislature in its wisdom in the subordinate legislation under the provisions of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

(xi) Consequently, as per website of the State Bank of India, i.e. <https://sbi.co.in>, the marginal cost of lending rate (in short MCLR) as on date ,i.e., 09.03.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

(xii) 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;



(xiii) Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order at the rate of 10.80% and said amount works out as per detail given in the table below:

Complaint no. 985/2023

Sr.no.	Principal Amount(in ₹)	Deemed date of possession i.e. 22.08.2016/ date of payment whichever is later	Interest Accrued till 09.03.2026(in ₹)
1.	43,73,375/-	22.08.2016	45,12,317/-
MONTHLY INTEREST = ₹38,821/-			

H. DIRECTIONS OF THE AUTHORITY

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

- (i) Respondent is directed to issue legally valid offer of possession of plot no. B-3099, Block-B to the complainant within 30 days from the date of obtaining Occupation Certificate.
- (ii) Respondent is directed to pay upfront delay interest of ₹45,12,317/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire amount of ₹43,73,375/-



monthly interest of ₹38,821/- shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate.

(iii) Respondent is directed to execute registered Sale Deed for plot no. B-3100, Block-B "Parsvnath City" Sonipat.

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



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NADIM AKHTAR
MEMBER