



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1046 of 2025
Date of filing:	15.07.2025
Date of first hearing:	16.10.2025
Date of decision:	12.03.2026

1. Mr. Ankur Aggarwal
S/o Sh. Umesh Kumar Aggarwal
R/o OC-3 Flat No 1204, Orange Colony,
Anisha Khand, Indirapuram
Ghaziabad, UP-201010

2. Ms. Scema Choudhary
W/o Ankur Aggarwal
R/o OC-3 Flat No 1204, Orange Colony,
Anisha Khand, Indirapuram
Ghaziabad, UP-201010

....COMPLAINANT(S)

VERSUS

Rise Projects Pvt. Ltd. through its Chairman/Managing Directors
Registered Office : 195 (Basement), Ram Vihar,
New Delhi- 110092

....RESPONDENT

CORAM: **Parneet Singh Sachdev** **Chairman**
Nadim Akhtar **Member**
Dr. Geeta Rathee Singh **Member**
Chander Shekhar **Member**

Present: Adv. Vijay Pratap Singh, Counsel for complainants through VC.

Adv. Ankita Salkia, Counsel for respondent through VC

ORDER (PARNEET S SACHDEV-CHAIRMAN)

1. Present complaint has been filed on 06.01.2021 by complainants 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 unit booked by complainants, the details of sale consideration, the amount paid by the complainants and details of project are detailed in following table:

S.No.	Particulars	Details
1.	Name of the project	Clarks Residences Complex at Rise Sky Bungalows, MCF Land in Revenue Estate of Village Sarai Khawaja, Sector-41, Tehsil and District Faridabad, Haryana



2.	RERA registered/not registered	Registered, vide no. 267/2017 dated 09.10.2017
3.	Unit no.	F-408, Tower-F, 4 th floor
4.	Unit area	390 sq. ft (Super area)
5.	Date of Allotment Letter cum Agreement	11.07.2014
6.	Due date of possession (30 Months from flat buyer agreement/start of excavation-not revealed by respondent in its written statement, whichever is later)	11.01.2017 <i>POSSESSION OF APARTMENT: Clause (i)- That the possession of apartment is proposed to be delivered by the developer to the allottee within 30 months of date of start of excavation or execution of this agreement (whichever is later) subject to force majeure or circumstances beyond the control of the developer, provided all amounts due and payable by the allottees as provided herein have been paid to the developer. It is, however, understood between the parties that various towers comprised in the Complex shall be ready and completed in phases and handed over, accordingly. The developer shall be entitled to a grace period of 180 days, after the expiry of 30 months for finishing construction work and applying for the occupation certificate in respect of the project from the concerned Authority.</i>
7.	Basic sales consideration	₹39,19,500/-
8.	Amount paid by Complainants	₹34,34,439/-
9.	Offer of possession	Not given.



B. FACTS AS STATED IN THE COMPLAINT

3. The present complaint has been filed by the complainant, a bona fide allottee, against the respondent-promoter in respect of a residential studio apartment booked in the project namely "Clarks Residences" GII-02, situated at MCF Land in the Revenue Estate of Village Sarai Khawaja, Sector 41, Faridabad, Haryana.
4. The complainant initially booked the said unit by paying a sum of ₹2,00,000/- on 05.03.2014. Subsequently, a Welcome Letter dated 01.04.2014 was issued, and thereafter an Allotment-cum-Agreement to Sell dated 11.07.2014 was executed between the parties, whereby Apartment No. P-408, Tower-F, 4th Floor, admeasuring 390 sq. ft. (super area), was allotted to the complainant under the Super Flex Payment Plan.
5. The total sale consideration of the said apartment was ₹39,19,500/- exclusive of other charges and taxes. It is the case of the complainant that a sum of ₹34,34,439/- was paid to the respondent in a time-bound manner against various demands raised, as reflected from the receipts placed on record.
6. As per the Builder Buyer Agreement dated 11.07.2014, the respondent was obligated to hand over possession of the unit within a period of 30 months from the date of execution of the agreement or commencement of excavation, whichever was later, with an additional grace period of 6



months. However, despite lapse of the stipulated period, possession of the said apartment was not delivered to the complainant.

7. The complainant has further submitted that the construction progress at the project site remained extremely slow and unsatisfactory. It is also averred that the project has been declared lapsed and extensions of registration were granted to the respondent from time to time; however, the project has not been completed.
8. The parties had also executed an Assurance Return Agreement dated 11.07.2014, whereby the respondent assured a return of ₹97,500/- per annum on the Total Sale Value received, payable monthly after deduction of TDS, till the date of offer of possession. The complainant alleges that due to non-delivery of possession and delay in completion, he has suffered financial loss and mental agony.
9. Aggrieved by the failure of the respondent to hand over possession of the unit within the stipulated time and alleging deficiency in service, the complainant has approached this Authority seeking appropriate relief under the provisions of the Real Estate (Regulation and Development) Act, 2016.

C. RELIEF SOUGHT

10. The complainants in their present complaint have sought following reliefs:-



- i. Direct respondent to refund the entire amount of ₹34,34,439/- paid by the complainant along with prescribed rate of interest from the date of respective deposits till its actual realization.
- ii. Direct the respondent to pay compensation of ₹5,00,000/- for causing breach of contract to the complainant.
- iii. Direct the respondent to pay litigation charges of ₹ 1,00,000/-.
- iv. Grant any other relief which this I.d. Authority may deem fit in the interest of justice.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed reply on 18.02.2026 pleading therein:

11. That the Respondent, i.e., Rise Projects Pvt. Ltd. is engaged in the business of development and construction of real estate projects. The present reply is being filed through its authorised representative Mr. Rishabh Vashishtha in terms of Board Resolution dated 31.01.2020 authorising him to represent, sign and verify pleadings and defend proceedings on behalf of the Respondent. A copy of the Board Resolution is annexed as Annexure R-1.

12. At the outset, the Respondent denies all the averments made in the complaint except those specifically admitted herein. The complaint is misconceived, not maintainable and liable to be dismissed.
13. That the Complainant has suppressed material facts and has failed to disclose that an amount of ₹1,52,100/- (Rupees One Lakh Fifty-Two Thousand One Hundred only) has already been paid by the Respondent towards assured returns up to May 2017. The ledger reflecting payment of assured returns is annexed as Annexure R-2. The payment was discontinued due to force majeure circumstances beyond the control of the Respondent, particularly non-completion of external development works by the Municipal Corporation, Faridabad.
14. That in the event refund along with interest is granted without adjusting the assured return already paid, the same would amount to double compensation for a singular alleged default. The Hon'ble Supreme Court in DLF Homes Panchkula Pvt. Ltd. v. D.S. Dhandra has categorically held that compensation under multiple overlapping heads for the same default is impermissible. It has been observed that interest awarded for delay inherently compensates for deprivation of use of money and separate overlapping compensation cannot be sustained. Further, in Fortune Infrastructure v. Trevor D'Lima, the Hon'ble Supreme Court held that damages must remain compensatory in nature and should not result in unjust enrichment.

15. The principal grievance raised in the complaint pertains to payment and continuation of assured return under a separate "Agreement of Monthly Investment Return Assurance". The said agreement is independent and distinct from the Agreement for Sale and constitutes a standalone commercial arrangement. It does not form part of the statutory agreement contemplated under Section 13 of the Real Estate (Regulation and Development) Act, 2016.
16. That the Authority, being a creature of statute, derives its jurisdiction strictly from the provisions of the Act. Jurisdiction cannot be conferred by consent and must exist as a matter of statute. The Hon'ble Supreme Court in Jagmittar Sain Bhagat v. Director Health Services, Haryana has held that a statutory authority cannot assume jurisdiction beyond the statute creating it. Assured return schemes do not fall within the regulatory framework of the Act, which contemplates regulation of sale of immovable property and delivery of possession. The relationship between the parties under the Agreement for Sale is that of promoter and allottee; however, the relationship under the Agreement of Monthly Investment Return Assurance is purely contractual and commercial in nature and does not fall within the scope of Sections 2(d) or 2(zk) of the Act. A similar view has been taken by the Uttar Pradesh Real Estate Appellate Tribunal in Meena Gupta v. One Place Infrastructure Pvt.

- Ltd., holding that assured return agreements are independent commercial arrangements beyond the scheme of the Act.
17. That after enactment of the Banning of Unregulated Deposit Schemes Act, 2019, continuation of assured return schemes without compliance of regulatory requirements may expose the Respondent to penal consequences. Any direction to continue payment of assured returns would amount to compelling violation of a central statute.
 18. The complaint does not invoke or establish violation of Sections 12, 14, 18 or 19 of the Act. No allegation has been made regarding misrepresentation in advertisement, deviation from sanctioned plans, structural defect, or statutory breach as contemplated under the Act. The sole grievance pertains to enforcement of a separate assured return agreement. It is settled law that existence of jurisdictional facts is a sine qua non for exercise of jurisdiction. In *Carona Ltd. v. Parvathy Swaminathan & Sons*, the Hon'ble Supreme Court held that a tribunal cannot assume jurisdiction by erroneously presuming existence of jurisdictional facts.
 19. That delay in completion of the project, if any, occurred due to force majeure circumstances beyond the control of the Respondent, primarily non-completion of external and internal development works by the Municipal Corporation, Faridabad. Despite repeated representations and compliance with payment obligations towards land cost and other dues,



essential infrastructure including road connectivity and services was not completed within the anticipated timelines.

20. That the project site was subjected to sealing by the Municipal Corporation on 31.12.2017, which was subsequently set aside by the Divisional Commissioner vide order dated 03.01.2018. The Respondent continued to pursue the authorities for completion of development works and deposited substantial amounts as per revised schedule under the Award dated 31.10.2014 passed by the Commissioner, MCF.
21. That time-to-time construction bans imposed by various authorities including the Hon'ble Supreme Court, National Green Tribunal and Pollution Control Authorities significantly impacted construction activities. Even short-term bans result in prolonged disruption as remobilisation of labour and material requires substantial additional time.
22. A detailed chart showing the periods of construction bans and the consequential time required for remobilization is reproduced hereinbelow:

S.No	Year	Order on construction ban	Order on construction restart	Days	No. of days to mobilise the resources and restart work
1	2016	08.11.2016	15.11.2016	8	30
2	2017	08.11.2017	17.11.2017	10	35
3	2018	31.10.2018	26.12.2018	56	76
4	2019	25.10.2019	14.02.2020	114	140

5	2021	15.11.2021	20.12.2021	36	30
TOTAL				224	310

23. It is evident from the above that the Respondent was prevented from carrying out construction activities for substantial periods due to circumstances beyond its control and is entitled to corresponding extension of time for completion of the project.
24. The construction activities were further severely affected by the Covid-19 pandemic and reverse migration of labourers, which brought the real estate sector to a standstill. This Hon'ble Authority vide office orders dated 26.05.2020 and 02.08.2021 declared the period from 25.03.2020 to 24.09.2020 and from 01.04.2021 to 30.06.2021 as force majeure period.
25. In view of the aforesaid force majeure circumstances including delay attributable to MCF, sealing of the site, construction bans and Covid-19 pandemic, the Respondent despite best efforts could not complete the project within the originally contemplated period. Granting refund with interest without considering these circumstances would cause grave prejudice and miscarriage of justice. In view of the above facts and settled legal position, the complaint insofar as it seeks enforcement of assured return or reliefs founded upon such separate commercial

agreement is not maintainable before this Hon'ble Authority and is liable to be dismissed for want of jurisdiction.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

26. During oral arguments, ld. counsel for the complainants reiterated the submissions as stated in the complaint. That complainants made payments as and when demanded by respondent amounting to almost ₹34,00,000/-, but respondent failed to grant the possession of the unit within stipulated time. Receipts of payment have been attached in complaint file. L.d. counsel for the respondent also reiterated the averments made in the reply and further stated that the project is complete but they are not able to offer possession because of lack of completion certificate. He stated that for the payment of assured returns, he has attached ledger for the same.

F. ISSUES FOR ADJUDICATION

27. (i) Whether the Authority has jurisdiction to entertain the present complaint?
- (ii) 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?



G. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

The Authority has considered the pleadings, documents placed on record, and the rival submissions advanced by both parties. The objections raised by the Respondent relate primarily to jurisdiction, maintainability, and delay. These are examined issue-wise.

I. Jurisdiction of the Authority- Promoter and Allottee Relationship

29. The Respondent has objected to the maintainability of the complaint on four grounds:

- (i) The Agreement of Monthly Investment Return Assurance and the Agreement for Sale are separate agreements.
- (ii) The relationship under the assured return agreement is purely contractual and does not fall within the Real Estate (Regulation and Development) Act, 2016.
- (iii) The relief sought is in the nature of specific performance and therefore falls within the domain of the Specific Relief Act, 1963.
- (iv) The Complainant is an investor and not an allottee.

These objections are examined in light of the statutory scheme.

30. The first objection of the respondent is that there is no promoter-allottee relationship as per the RERA Act, 2016. For this purpose, definition of "promoter" under section 2(zk) needs to be perused. Definition is provided below:

(zk) "promoter" means,—

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of—

(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

The Respondent is admittedly developing and selling residential units in the project "Clarks Residences" at G11-02, MCF Land, Sector-41, Faridabad. The Respondent, accepted the booking amount from the Complainant and executed the Allotment-cum-Agreement for Sale



dated 11.07.2014 for Apartment No. P-408, Tower F, measuring 390 sq. ft. (super area). Therefore, in respect of this project and the said allotment, the Respondent squarely falls within the definition of "promoter" under Section 2(zk) as given above.

31. As per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, "allottee" is defined as follows:

(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:

Section 2(d) defines "allottee" as a person to whom an apartment has been allotted or sold by the promoter. The Complainant was allotted Apartment No. P-408 for a total sale consideration of Rs. 39,19,500/-. The allotment is not disputed. Hence, the Complainant clearly falls within the definition of "allottee".

32. Further, as per Section 2(zj) & (zn) of the RERA Act, 2016. "project" & "real estate project" are defined respectively as follows:

*(zj) "project" means the real estate project as defined in clause (zn):
(zn) "real estate project means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works. all*

improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;

The present transaction pertains to sale of a residential apartment in a real estate project developed by the Respondent. A conjoint reading of these provisions establishes a statutory relationship of promoter and allottee between the parties.

33. The second objection is that the return given to the Complainant is a separate contract, independent of the BBA. It is merely a financial agreement. For reference, clause 1 and 2 of the said agreement is reproduced below for reference:-

"1. The first party (Rise) is the lawful owner and in actual peaceful physical possession of group housing plot no. 2 (on MCF land in revenue estate of Village Sarai Khwaja) Sector-41, Faridabad, Haryana measuring area 2.64 acres allotted to the company by Municipal corporation of Faridabad (Herein after referred to as MCF) on the terms and conditions contained in allotment letter dated 12.04.2013.

2. The first party has undertaken the construction and development of the said complex and has agreed to sell, convey, transfer and assign to the second party (complainant-allottee) a furnished studio apartment (Services by Clarks Inn Group of Hotels) apartment no. F-408 having super area measuring about 390 sq. ft., on 4th floor in the said complex for a total sale consideration of Rs 39,19,500/- calculated and the second party has agreed to purchase the said unit for the

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said consideration as per terms of allotment letter cum agreement.

The second party (complainant allottee) shall be entitled to receive assured return with effect from the date of receipt of second installment (i.e. with effect from the date of receiving of installment as per payment plan) developer/first party will pay returns of Rs 97,500/- per annum on the amount of T.S.V received by developer/first party. The assured returns will be modified accordingly on the receipt of subsequent installments, by developer/first party as per payment plan of T.S.V. The return shall be paid to the second party on monthly basis after deducting TDS. The return shall be payable till the date of offer of possession of unit”.

A perusal of the above clearly shows that the amount was payable only in relation to the allotted apartment and and that too until the offer of possession. The agreement itself records that the unit was sold for ₹39,19,500/-. Thus, assured return was not an independent deposit scheme. The foundation of the relationship between the parties is the allotment of the apartment. The Complainant invested in the project for purchase of a tangible residential unit. The assured return was a benefit attached to the allotment and not the basis of the transaction.

34. The plea that the relief sought amounts to specific performance and therefore cannot be entertained by this Authority is also unsustainable. The present dispute and the reliefs demanded arise from delay in delivery of possession. It squarely falls within the statutory framework.



II. Investor vs Allottee Objection

35. The Respondent has contended that the Complainant is an investor and therefore not entitled to protection under the Act. This issue has been considered by the Maharashtra Real Estate Appellate Tribunal in M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P) Ltd. and Anr., Appeal No. 0006000000010557 decided on 29.01.2019, wherein it was held that the concept of "investor" is not recognised under the Act and cannot be used to deny statutory protection. In view of the statutory definition and the above decision, the plea that the Complainant is merely an investor stands rejected. The complaint is maintainable.

III. Delay in Delivery of Possession

36. It is not disputed that the Complainant booked Apartment No. P-408 by paying ₹2,00,000/- on 05.03.2014 and that the Allotment-cum-Agreement for Sale dated 11.07.2014 was executed thereafter. As per the possession clause, possession was to be handed over within 30 months from the date of agreement or commencement of excavation, whichever was later. A grace period of 180 days was provided. The Respondent has not disclosed the date of commencement of excavation. Therefore, the period is computed from the date of agreement. *Thirty*



months from 11.07.2014 expired on 11.01.2017. Even after adding 180 days, the extended period expired on 10.07.2017.

There is no material on record to show that occupation certificate was applied for within the stipulated period or that possession was offered. A party cannot claim benefit of grace period without demonstrating compliance with conditions attached to it. The stipulated period for delivery of possession has clearly expired.

IV. Payment by the Complainant

37. The Complainant has paid ₹34,34,439/- out of the total sale consideration of ₹39,19,500/-. The Respondent has not disputed this amount. No document has been produced to show that any valid demand was raised and remained unpaid. In absence of documentary proof of demand and default, the Complainant cannot be treated as a defaulter. The plea that delay is attributable to non-payment does not sustain.

V. Force Majeure Grounds

38. The Respondent has relied upon delay attributable to MCF, construction bans, and COVID-19 pandemic.

a) **Delay by MCF:** The obligation to construct and deliver possession flows from the Agreement for Sale. The consideration was received



by the Respondent. Any dispute between the Respondent and MCF cannot prejudice the allottee. No evidence has been placed to show that possession was ready within the stipulated time. This plea is rejected.

b) **Construction Bans:** Construction bans did not happen all of a sudden. These have been a regular feature for decades, owing to pollution. The overarching presumption in law is that every adult is of sound mind and capable of understanding the consequences of their actions. Therefore, regular construction bans are bound to be taken into account while calculating the due date of possession. This is not a *force majeure* condition.

c) **COVID-19 Pandemic:** The extended possession date expired on 10.07.2017. The nationwide lockdown commenced in March 2020. A subsequent force majeure event cannot cure an existing breach. As observed by the Hon'ble Delhi High Court in the case of *M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (1) (Comm.) No. 88/2020 and I.A.s 3696-3697/2020* dated 29.05.2020 has observed that:

“69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March, 2020 in India. The contractor was in breach since September, 2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of



pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.

The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by September, 2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used as an excuse for non-performance of contract for which deadline was much before the outbreak itself.”

The ratio squarely applies. The Respondent was already in delay much prior to the pandemic. The force majeure plea is rejected.

39. It is, therefore, pertinent to note that the Respondent failed to deliver possession within the contractual period. The extended timeline expired on 10.07.2017. The Complainant has paid ₹34,34,439/-. No occupation certificate has been produced. No offer of possession has been issued. The delay is substantial and remains unexplained in law. In such circumstances, the Complainant is entitled to invoke Section 18 of the Act and seek refund with interest at the prescribed rate.
40. With respect to the rights of the allottee to seek refund from the Authority, Hon'ble Supreme Court in the matter of **“Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others”** 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.

41. Keeping in view the aforesaid observations, the Authority considers it a fit case for grant of refund along with interest at the prescribed rate.



Therefore, as per provisions of Section 18 of the Act, relief of refund as sought by the complainants deserve to be granted.

42. 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;

43. 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. 12.03.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

44. Rule 15 of IRRERA 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".

45. Thus, respondent will be liable to pay the complainants interest from the date amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainants the paid amount of Rs 34,34,439/- 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. Authority has got calculated the total amount along with interest calculated at the rate of 10.80% till the date of this order and total amount of interest works out to ₹41,12,692/- as per detail given in the table below.
46. With regard to the amount of assured returns, the complainant has pleaded that he was entitled to assured returns of ₹97,500/- per annum on the total sale value received by the respondent, payable monthly after deduction of TDS till the date of offer of possession. The respondent, however, has submitted that the complainant has suppressed the fact that an amount of ₹1,52,100/- has already been paid

towards assured returns up to May 2017 and has placed on record the assured return ledger annexed as Annexure R-2. On perusal of the said ledger, it is observed that the amount of ₹1,52,100/- has been calculated after deduction of TDS and the corresponding cheque numbers are duly mentioned. The complainant has not placed any material on record to dispute the said payment. Accordingly, the amount of ₹1,52,100/- already paid towards assured returns is liable to be deducted from the total refundable amount payable to the complainants, as shown in the table below:

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 12.03.2026
1.	2,00,000	06.03.2014	2,59,792
2.	8,00,000	14.04.2014	10,29,935
3.	5,128	04.07.2014	6,479
4.	6,03,077	10.09.2014	7,49,825
5.	1,53,077	06.03.2015	1,82,308
6.	4,50,000	06.03.2015	5,35,932
7.	6,05,475	14.10.2015	6,81,324
8.	6,17,682	15.03.2016	6,67,097
9.	Total=₹34,34,439/-		Total=₹41,12,692/-
10.	Total Payable to complainant	34,34,439+41,12,692 =₹75,47,131/-	

Respondent shall make the payment of refund after deduction of paid amount of assured return.

Amount of paid assured return (as determined in para 46) – ₹1,52,100/-

47. It is pertinent to note that the assured return payable to the complainant is in the nature of value for money for the amount already invested and operates akin to interest for the period the respondent retained the complainant's funds. Since the complainant is being granted refund along with delay interest under the provisions of the Act, allowing retention of assured returns in addition to such interest would result in double benefit for the same period. Accordingly, the amount already paid towards assured returns is liable to be adjusted and deducted from the total refundable amount payable to the complainant.
48. Further, with regards to relief no. 2 & 3, the complainants have sought compensation for causing breach of contract and litigation charges. In this regard 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.**" 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 complaint in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating



Officer for seeking the relief of litigation expenses and compensation.

49. For the foregoing reasons, the Authority does not grant reliefs 2 & 3 in the present complaint and complainant is at liberty to claim compensation/litigation charges before the Adjudicating Officer.

H. DIRECTIONS OF THE AUTHORITY

50. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERD, Act, 2016 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:

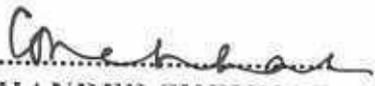
(i) Respondent is directed to refund the amount to the respective complainants as calculated in table mentioned in para 46 of this order after deducting paid amount of assured return mentioned therein.

(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 be followed.

51. The complaint is, accordingly, **disposed of**.



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


.....
CHANDER SHEKHAR
[MEMBER]


.....
DR. GEETA RATHEE SINGH
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]


.....
PARNEET SINGH SACHDEV
[CHAIRMAN]