



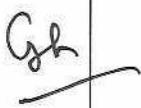
HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Lead Complaint No.:	526 of 2023
Date of Filing of Lead Case:	10.03.2023
First Date of Hearing of Lead Case:	10.05.2023
Date of Decision:	06.02.2026

S.No	Case No.	Complainant	Respondent
1.	RERA-PKL-526-2023	Rajender Singh s/o Shri Ved Parkash H. No. 54/80 (Old-75), Patwari Gali, Main Market, Badarpur, New Delhi 110044	M/s Piyush Buildwell India Ltd. A-16/B-1, Mohan Cooperative Industrial Estate, Main Mathura Road New Delhi, 110044
2.	RERA-PKL-527-2023	Santosh w/o Shri Rajender Singh H. No. 54/80 (Old-75), Patwari Gali, Main Market, Badarpur, New Delhi 110044	M/s Piyush Buildwell India Ltd. A-16/B-1, Mohan Cooperative Industrial Estate, Main Mathura Road New Delhi, 110044

3.	RERA-PKL-528-2023	Mohit s/o Shri Rajender Singh H. No. 54/80 (Old-75), Patwari Gali, Main Market, Badarpur, New Delhi 110044	M/s Piyush Buildwell India Ltd. A-16/B-1, Mohan Cooperative Industrial Estate, Main Mathura Road New Delhi, 110044
4.	RERA-PKL-529-2023	Sachin Deceased Through LR (Indu w/o Late Shri Sachin) H. No. 54/80 (Old-75), Patwari Gali, Main Market, Badarpur, New Delhi 110044	M/s Piyush Buildwell India Ltd. A-16/B-1, Mohan Cooperative Industrial Estate, Main Mathura Road New Delhi, 110044
5.	RERA-PKL-530-2023	Dhanish s/o Shri Rajender Singh H. No. 54/80 (Old-75), Patwari Gali, Main Market, Badarpur, New Delhi 110044	M/s Piyush Buildwell India Ltd. A-16/B-1, Mohan Cooperative Industrial Estate, Main Mathura Road New Delhi, 110044
6.	RERA-PKL-543-2023	Ravinder Singh s/o Shri Bish Ram Singh Plot No. 134, Flat No. T2, Block C, Nandi Residency, Opp. Tivoli Garden, Chatterpur, New Delhi 110074	M/s Piyush Buildwell India Ltd. A-16/B-1, Mohan Cooperative Industrial Estate, Main Mathura Road New Delhi, 110044



CORAM: **Sh. Chander Shekhar** **Member**

Hearing: **9th** (In all cases)

Present: - Mr. Roop Singh, Counsel for the Complainants through VC in all the cases.
Respondent already ex-parte vide order dated 28.11.2025 in all the cases.

ORDER

The above captioned complaints are being taken up together as they all have similar issues and are related to the same project of the respondent, therefore the final order is being passed by taking facts of Complaint No. 526 of 2023 as the lead complaint.

2. Present lead 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.

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A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project, details of sale consideration, 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 of the project.	Piyush Heights, Sector 89, Faridabad, Haryana
2.	Nature of the project.	Residential
3.	RERA Registered/Not Registered	Unregistered
4.	Details of the unit.	Flat No. I-1112, 11 th Floor, I-Block (measuring 1446.070 sq. ft.)
5.	Date of Allotment	10.04.2008
6.	Date of Builder Buyer Agreement	Not executed.
7.	Due Date of Possession	Not available.
8.	Basic Sale Consideration	₹20,96,802/- (As per pleadings of the complainant.)
9.	Amount Paid by the Complainant	₹6,00,000/-
10.	Offer of Possession	None

B. FACTS OF THE LEAD COMPLAINT CASE AS MENTIONED IN THE COMPLAINT

4. Facts of the lead complaint are that a residential unit had been booked on 23.03.2006 by the complainant, namely Mr. Rajender Singh in the project named "Piyush Heights" situated at Sector-89, Faridabad, being developed by the respondent promoter.

5. A total payment of ₹6,00,000/- was made by the complainant by making payments of ₹3,00,000/- each on 23.03.2006 and 23.02.2007 against the Basic Sale Price of ₹20,96,802/-, a copy of the said payment receipts are annexed as Annexure P-1. The allotment letter was issued on 10.04.2008 in favour of the complainant, a copy of which is annexed as Annexure P-2. No Builder Buyer Agreement (BBA) was executed between the parties.

6. The complainant received information from the office of the respondent company that the respondent had an obligation to handover the possession of the unit to the complainant in 36 months.

7. The complainant had opted for a construction linked plan, a copy of which is annexed as Annexure P-3 along with the demand notice dated 18.06.2008, the construction of the building did not commence even till December, 2008 and therefore, the complainant stopped making payments to the respondent.

8. The respondent was pressurizing the complainant to pay the outstanding amount with interest @18% p.a. without any fault of the complainant. The respondent on 13.10.2008, unilaterally cancelled the allotment of the unit despite several personal visits by the complainant and requested the respondent not to charge such a high rate of interest, even when the construction of the building was not started. A copy of the cancellation letter dated 13.10.2008 is annexed as Annexure P-4.

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9. The motive behind the cancellation by the respondent was to sell the same unit to other prospective buyers at a higher sale consideration. Therefore, the flat was allotted to some other buyer after cancellation.

10. On 17.04.2009, the respondent issued another cancellation letter to the complainant and informed him that the amount paid by the complainant will be refunded to him after deduction of 20% of the total deposited amount. However, despite several visits by the complainant to the office of the respondent, the respondent neither accepted the complainant's request to restore the allotment nor issued any cheque or demand draft to refund the amount deposited by the complainant. The complainant did not receive such cancellation letter issued on 17.04.2009. However, he came to know about the said letter as the respondent had issued a similar letter to the other complainant (Complaint No. 527 of 2023), i.e. Santosh, who is wife of the present complainant, a copy of which is annexed as Annexure P-5.

11. The complainant made several visits to the registered office of the respondent company at Mathura Road, New Delhi for refund of the amount paid by the complainant along with interest at the same rate as being charged by the respondent. However, the complainant has not received any refund till date.

12. Since June 2018, none of the offices of the respondent have been functioning in view of closure of their offices by the Enforcement Directorate (ED) and the Income Tax Department in view of some proceedings going on

against the respondent company. All three directors of the respondent company were in jail since June, 2018 and two of them expired during Covid-19. The remaining director, Mr. Amit Goel, is currently on bail for the last few months.

13. Even when the respondent offered a refund to the complainant, it has still not been paid and all the requests of the complainant have fallen on deaf ears. If the respondent was keen on refunding the money paid, it would have issued cheques/demand drafts in favour of the complainant, which the respondent has completely failed to do even after a delay of 14 years. Now the complainant has approached this Authority for relief.

C. RELIEF SOUGHT

14. In view of the facts mentioned above, the complainant has prayed for the following relief(s):-

- i. To direct the respondent to immediately refund the entire amount deposited by the complainant as per Section 18 of the Real Estate (Regulation and Development) Act, 2015 (RERA Act, 2016), along with interest at the rate as provided under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (HRERA Rules 2017), without any deduction; and
- ii. Any other relief which this Hon'ble Authority may deem fit in the facts and circumstances of case.

**D. REPLY/APPLICATION SUBMITTED ON BEHALF OF
RESPONDENT**

15. Despite successful service of notice, reply has not been filed by the respondent company till date. However, an application has been filed by the respondent on 01.07.2025 stating that the complainant is not entitled for any refund from the respondent as there was no Builder Buyer Agreement (BBA) executed and only the application form was signed by the complainant. The agreement had certain terms and conditions and in case the buyer did not fulfil those terms, the respondent has the right to cancel the allotment and forfeit the amount.

16. The amount of ₹6,00,000/- was deposited by the complainant in the year 2006-2007 and the allotment letter was issued to the present lead complainant on 10.04.2008. However, the complainant did not attach the terms and conditions of the allotment with the complaint.

17. Counsel for the respondent appeared before this Authority on 16.11.2023 and sought time to file a reply. The matter was later listed for 09.04.2024 due to reconstitution of benches of the Authority.

18. Vide order dated 09.04.2024, a cost of ₹5000/- and ₹2000/- was imposed on the respondent to be paid to the Authority and the complainant respectively. On 30.07.2024, the counsel for the respondent stated that the reply

was ready and a soft copy has also been supplied to the opposite party and to the Authority through e-mail. The respondent further pleaded that the respondent was unable to pay the costs as all their accounts have been freezed by the Income Tax Department. Further, the respondent will submit an affidavit affirming that the respondent will not be financially capable to pay the costs.

19. On 22.10.2024, the counsel for the respondent was unable to appear before the Authority and the Authority granted last opportunity to the respondent to file the reply failing which the right of defence shall be struck off.

20. Further, the directors of the company were taken into custody in various complaints/FIR registered against them on 21.06.2018 and the offices of the respondent company were also sealed. The copy of custody certificate is annexed as Annexure A-5. During custody, two directors, i.e. Mr Puneet Goel and Anil Goel expired on 01.05.2021 and 18.10.2021 respectively and a copy of the death certificates are annexed as Annexure A-6 and A-7 respectively.

21. On 20.08.2018 and 23.08.2018 the Income Tax authorities issued a letter to the bank to stop operations of the bank accounts of the respondent, a copy of which is annexed as Annexure A-8 and A-9. Income Tax authorities also issued summons to the bank to produce books of account of the respondent company, a copy of which is annexed as Annexure A-10.

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22. The respondent is unable to withdraw anything from their bank accounts and pray for waiver of costs and the bank account details are annexed as Annexure A-11. The Income Tax authorities have raised the tax liability of the respondent and a copy of the relevant orders is annexed as Annexure A-12.

23. The respondent is facing numerous cases in different Courts and all the accounts are attached and he has no money to pay the costs and is unable to sustain his livelihood too. Sh. Amit Goel, the sole director of the respondent company is trying to settle the matters with the complainants and the respondent prays for waiver of costs.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

24. During the course of arguments, learned counsel for the complainant, taking Complaint No. 526 of 2023 as the lead case, submitted that the complainant had booked a unit in "Piyush Heights," Faridabad in March 2006, paying ₹6,00,000/- under a construction-linked plan, but construction never commenced even till 2008. When the complainant stopped further payments due to non-construction, the respondent instead demanded outstanding dues and unilaterally cancelled the allotment. Although the respondent stated that 20% of the deposited amount would be deducted, no refund was ever issued despite several visits by the complainant. Even after cancelling the allotment on its own, the respondent failed to refund the amount.

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Learned counsel for the complainant prays for refund of the full amount paid along with interest in light of the inordinate delay on part of the respondent company.

25. Neither anyone has appeared on behalf of the respondent company for arguments nor any detailed reply has been filed till date. In view of non appearance and non filing of the reply, the right of defence of the respondent was accordingly struck off vide order dated 28.11.2025 and the respondent company was ordered to be proceeded ex-parte.

F. ISSUES FOR ADJUDICATION

26. Whether the complainants are entitled for refund of the entire amount deposited by the complainant 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 without any deduction?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

27. The Authority has carefully considered the submissions made by both the parties. In light of the background of the matter as recorded in this order and the arguments advanced by the complainants, the Authority observes as follows:

[Signature]

i. It is observed that the respondent, in its application dated 01.07.2025, has contended that the complainant is not entitled to any refund on the ground that no Builder-Buyer Agreement (BBA) was executed and that the allotment was subject to certain terms and conditions. However, the respondent company itself has also failed to place on record the alleged terms and conditions governing the allotment. In the absence of the same, this Authority is unable to adjudicate upon such terms and conditions. Further, non execution of a BBA does not absolve the promoter of its contractual liabilities. The obligations of the parties continue to remain fully enforceable and must be examined in light of the objectives of the RERA Act, 2016. The crucial consideration is whether an allottee-promoter relationship has been established. The preamble of the RERA Act reflects the legislative intent to regulate the real estate sector in its entirety and to protect the interests of consumers therein. Accordingly, it is necessary to determine whether an allottee-promoter relationship exists. Under Section 2(zk) of the Act, a "promoter" is defined in expansive terms to include any person who develops land or constructs a building for the purpose of selling apartments, plots, or buildings, without distinguishing between residential and commercial projects. Correspondingly, Section 2(d) defines an "allottee" as a person to whom an apartment, plot, or building is allotted, sold, or otherwise transferred by a promoter, irrespective of the nature or

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intended use of the unit. In the present lead case, it is an admitted fact that an allotment letter was issued by the respondent in favour of the complainant on 10.04.2008. Therefore, the existence of an allottee-promoter relationship stands established in the present matter. Once such a relationship is established, and the project satisfies the definition of a “real estate project” under Section 2(zn) of the Act, the provisions of the RERA Act become applicable. Further, as per Section 34 of the Act, it is the statutory function of the Authority to ensure compliance with the obligations cast upon promoters, allottees, and real estate agents under the Act, as well as the rules and regulations framed thereunder. Accordingly, the above stated contentions of the respondent are rejected.

ii. With respect to the respondent's failure to file a reply and its application seeking waiver of costs, it is observed that notice was delivered on 02.09.2023 and it is currently 9th hearing in the present lead case. The respondent was granted sufficient opportunity to file its reply within the stipulated time. Costs were imposed only after the respondent failed to file the reply despite being granted due opportunity. Even thereafter, the respondent did not file the reply after seeking time to file the same. The respondent has contended that a soft copy of the reply was sent to the Authority and to the complainant by e-mail, however, no such

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reply has been received on the official e-mail of the Authority. Further, even assuming that the respondent was unable to file the reply and pay the costs, it had the opportunity to appear before the Authority and advance oral arguments in exercise of its right of defence. However, the respondent failed to appear at the time of arguments as well. The respondent thus neither availed the opportunity to file its reply nor appeared to advance arguments or seek any appropriate relief. The continued omission to file the reply, despite repeated opportunities, clearly reflects negligence and lack of diligence rather than any bona fide impossibility. The respondent consciously chose not to file the reply within time or participate in the proceedings. Accordingly, the striking off of the defence is justified, and the respondent's contention regarding its inability to contest the matter is found to be devoid of merit.

iii. It is pertinent to note that an amount of ₹6,00,000/- was paid to the respondent. Despite cancellation of the unit, no refund has been made to the complainant till date. The respondent has sought to justify its action by relying upon its alleged right to cancel the allotment and deduct the amount prior to issuing a refund. However, no cheque or demand draft was issued in favour of the complainant along with the cancellation letter. It is further pertinent to note that although no documentary evidence has been placed on record to establish that the complainant formally

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demanded the refund or made written correspondence to the respondent.

The complainant has stated that he personally visited the respondent's office seeking the same. The promoter was under a clear and definite obligation to refund the amount along with the cancellation to the complainant, especially when the condition for refund stands admitted by the respondent itself. The respondent has also failed to place any documents or evidence on record to establish that the project was under construction and that valid payment demands were raised upon the complainant, or that the project has been completed with the requisite statutory approvals. With regard to the deduction of twenty percent (20%) from the total amount deposited on issuance of refund, it is not in dispute that an allotment letter dated 10.04.2008 was issued by the respondent.

However, the said allotment letter does not contain any terms and conditions governing deduction from the amount paid by the complainants in case of cancellation. No Builder Buyer Agreement was executed between the parties. In the absence of any contractual stipulation authorising any deduction or forfeiture in case of cancellation and refund, the respondent cannot assume a unilateral right to deduct 20%

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of the amount paid. Forfeiture of money, even where permissible, must arise from a clear and binding contractual term, which is absent in the present case. Ordinarily, the Authority could have considered 10% forfeiture of the earnest money paid as a reasonable deduction prior to

issuing a refund. However, in the present case there stands no agreement between the parties regarding the same. Moreover, the cancellation was effected by the respondent itself, and despite issuing a cancellation letter, no refund was made to the complainant during all the past years. Therefore, forfeiture from the amount paid cannot be held in merit in such circumstances.

iv. Today, Mr. Yuvraj Singh Sharma has appeared for the respondent and sought permission to join the proceedings. He has further stated that he is going to file his vakaltnama that too without moving any formal application for setting aside ex-parte order. The said request cannot be entertained, as the matter has already been finally heard and is posted only for pronouncement of judgment/order. It is a well settled position that once the hearing is concluded and the matter has been reserved for pronouncement, no further opportunity is available to enter the proceedings at this stage. The Constitution Bench of the Hon'ble Supreme Court in Arjun Singh v. Mohindra Kumar (AIR 1964 SC 993), as reiterated in Rasiklal Manikchand Dhariwal v. M.S.S. Food Products (2011), has held that once the suit is closed for judgment, a party cannot seek to join the proceedings. Accordingly, the respondent's request is declined and the presence of learned counsel for the respondent is not marked.

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28. Considering the prolonged inordinate delay and the statutory and contractual obligations of the respondent, the Authority finds it a fit case for allowing refund of the entire amount paid by the complainants along with interest. The claim of the complainant is therefore found to be justified and enforceable under the provisions of the RERA Act, 2016.

29. 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;

30. As per the website of the State Bank of India (<https://sbi.bank.in>), the highest Marginal Cost of Lending Rate (MCLR) as on 06.02.2026 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, calculated from the date of deposit of each installment until the date of actual payment.

31. 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 sub-section (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"

32. In view of the foregoing findings, the Authority directs the respondent to refund the amounts deposited by the complainants in respective captioned complaints as calculated in the Table 1.1 below along with interest at the rate prescribed under the RERA Act, 2016. 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 complainants in respective captioned complaints is as detailed in the table below:

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TABLE 1.1

S.No	Complaint Number	Principal Amount in ₹	Date of Payment	Interest Accrued Till 06.02.2026
1.	HRERA-PKL-526-2023	₹3,00,000/-	23.03.2006	₹6,44,183/-
		₹3,00,000/-	23.02.2007	₹6,14,624/-
		Total= ₹6,00,000/-		Total= ₹12,58,807/-
		Total Payable to the Complainant = ₹18,58,807/- (₹6,00,000/- + ₹12,58,807/-)		
2.	HRERA-PKL-527-2023	₹3,00,000/-	23.03.2006	₹6,44,538/-
		₹3,00,000/-	03.01.2007	₹6,19,151/-
		Total= ₹6,00,000/-		Total= ₹12,63,689/-
		Total Payable to the Complainant = ₹18,63,689/- (₹6,00,000/- + ₹12,63,689/-)		
3.	HRERA-PKL-528-2023	₹2,50,000/-	23.03.2006	₹5,37,115/-
		₹2,50,000/-	03.01.2007	₹5,15,959/-
		Total= ₹5,00,000/-		Total= ₹10,53,074/-
		Total Payable to the Complainant = ₹15,53,074/- (₹5,00,000/- + ₹10,53,074/-)		
4.	HRERA-PKL-529-2023	₹2,50,000/-	18.03.2006	₹5,37,485/-
		₹2,50,000/-	03.01.2007	₹5,15,959/-
		Total= ₹5,00,000/-		Total= ₹10,53,444/-
		Total Payable to the Complainant = ₹15,53,444/- (₹5,00,000/- + ₹10,53,444/-)		
5.	HRERA-PKL-530-2023	₹2,50,000/-	23.03.2006	₹5,37,115/-
		₹2,50,000/-	23.02.2007	₹5,12,186/-

		Total= ₹5,00,000/-		Total= ₹10,49,301/-
Total Payable to the Complainant = ₹15,49,301/- (₹5,00,000/- + ₹10,49,301/-)				
6.	HRERA-PKL-543-2023	₹2,50,000/-	20.03.2006	₹5,37,337/-
		₹1,12,500/-	18.06.2008	₹2,14,472/-
		₹2,50,000/-	18.06.2008	₹4,76,605/-
		Total= ₹6,12,500/-		Total= ₹12,28,414/-
Total Payable to the Complainant = ₹18,40,914/- (₹6,12,500/- + ₹12,28,414/-)				

H. DIRECTIONS OF THE AUTHORITY

33. 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 entire amount to the respective complainants in the captioned complaints as calculated under Table 1.1 above, within 90 days from the date of passing of this order. It is further clarified that the respondent will remain liable to pay interest to the complainants till the actual realization of the amount.

ii. The respondent 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.

34. Accordingly, the cases are **Disposed of**. Files be consigned to the record room after uploading of order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]

06.02.2026
Raghav Jain
(Law Associate)