

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**

Complaint no. : 8044 of 2022
Order pronounced on: 17.10.2025

Meenakshi Kalra and Kul Bhushan Kalra
R/o: - 562/7, Subhash Nagar, Gurugram

Complainants

Versus

M/s Vatika Seven Elements Pvt. Ltd.
Address: - Flat no. 621-A, 6th floor, Devika Towers 6,
Nehru Place, New Delhi-110019

Respondent

Coram:
Shri Arun Kumar

Chairman

Appearance:
Shri Manoj Bhardwaj
Shri Harshit Batra

Advocate for the complainants
Advocate for the respondent

ORDER

1. The present complaint has been filed by the complainant/allottee in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions to the allottee as per the agreement for sale executed inter se them.

A. Project and unit related details

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

S. No.	Particulars	Details
1.	Name of the project	"Seven Elements", Sector 89-A, Gurugram.
3.	DTCP license no.	41 of 2013 dated 06.06.2013 valid upto 05.06.2029
4.	Rera registered/ not registered and validity status	Registered 281 of 2017 dated 09.10.2017 valid upto 31.01.2026
5.	Application form for the project, Seven Elements	18.11.2016 [Page 19 of reply]
6.	Unit no.	HSG-023/1502, Tower A3 (As per account statement on page 39 of complaint)
7.	Unit Admeasuring	1620 sq. ft. (As per account statement on page 39 of complaint)
8.	Buyer's Agreement	Not executed
9.	Possession Clause as per expression of interest	N/A
10.	Due date of possession	18.11.2019 (Calculated as per Fortune Infrastructure and Ors. Vs. Trevor D'Lima and Ors. (12.03.2018- SC); MANU/SC/0253/2018 From the date of application form i.e. 18.11.2016)
12.	Basic sale price	Rs.1,24,46,670/- (As per SOA on page 27 of reply)
13.	Total amount paid	Rs.25,50,000/- (As per SOA on page 27 of reply)

14.	Reminder for execution of BBA	04.10.2018 (Page 29 of reply)
15.	Notice for termination by respondent	04.12.2019, 03.09.2020 (Page 30 and 31 of reply)
16.	Occupancy Certificate	Not known (To be ascertained)
17.	Offer of possession	Not known (To be ascertained)

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:
- That complainant no. 2 is the regular customer/inventor of one investor clinic and he invested in many projects with investor clinic and a very faithful & reliable business relation had been developed between investor clinic and complainant no. 2. Those due to such healthy business relation the office executive of investor clinic time to time insist and make offers for invest in different types of property. That during the month of Oct, 2013 the office executive of investor clinic offered many deals for invest but complainant no. 2 was not interested for further investment, then one Mr. Gagan Mahajan from the office of investor clinic approaches to complainant no. 2 and demanded a fund of Rs. 10 Lakh for investment purpose with "Vatika Ltd" for a period of 3 month only and assured that he will return said fund within 3 months as he is in a deadly need. That complainant no. 2 relied upon wordings of said Mr. Gagan Mahajan being an old known handover a signed cheque in the name of Vatika Ltd of Rs. 10 lakhs to him. That said Gagan Mahajan again assured that he will return all funds back to complainant no. 2 within committed period.

- ii. But complainant no. 2 became shock when after 4 months around in January, 2014 he got the information that said Gagan Mahajan used such funds in booking of a flat/unit with Vatika Developer in project "Tranquill Height" after filled booking application/form signed as forge on behalf of complainant no. 2 i.e. Kulbhushan Kalra.
- iii. That complainant no. 2 also surprised to know that total consideration of the said booked unit was approx. Rs. 1.5/2 crore. That complainant no. 2 immediately contacted to Gagan Mahajan but he did not give any satisfactory answer to complainant no. 2 and left the company of investor clininc thereafter complainant no. 2 approached to office of respondent no. 2 and meet with sales head Mr. Gourav Kapoor and told him about the said incidence and mischief done by Gagan Mahajan but instead of apologizing on conduct of Gagan Mahajan he tries to justify the act of Gagan Mahajan and to count the benefits of said booked unit in project "Tranquill Height" and insist complainant no. 2 to stay with this booking and implore the complainant no. 2 to further invest in this project. That complainant no. 2 having no other option, forcefully and without will had admitted the proposal of Mr. Gaurav Kapoor. That said investment was forceful and unwanted as complainant no. 2 never paid money for booking/investment rather he gave cheque/ funds as borrowed amount to said Gagan Mahajan. Thereafter on 16.05.2014 complainant no. 2 further paid Rs. 5,84,000/- as 2nd instalment along with Rs. 16,000/- as TDS. Thereafter on 24.09.2014 complainant no. 2 further paid Rs. 13,86,000/- as 3rd instalment along with Rs. 14,000/- as TDS. That till date total Rs. 30,00,000/- has been paid by complainant no. 2 to Vatika Developer/ respondent against the said a kind of imposed unit.

- iv. That the payment plan for the said unit was in ratio of 30:70 but respondent many times has raised the demand according to CLP/construction linked plan which was never disclosed/agreed to complainant no. 2 and the same were every time put in the notice of respondent by complainant no. 2. That complainant no. 2 tried to take loan from bank for finance of said imposed unit and applied in many banks but applications were rejected as no bank agreed to provide any loan on said booked unit in the said project because there was no development / construction on site. That builder buyer agreement was duly signed between complaint and respondent.
- v. That the demand/instalment of said imposed unit by the respondents was almost dearth / expensive, due to this the complainant no. 2 approached to respondent no. 2 through mail and request to change the size of unit as the sale consideration of said unit is so much high and after repeated follow-ups by complainant no. 2. That investors clinic had arranged the same and offered two separate unit in two separate projects i.e. "Seven Element" and "Turning Point" That at the time of said offer/allotment in two different projects in the name of "complainant no. 1 and 2". The office executive of investors clinic assured to complainants that they will try to sale both units within months and after sale the complainants definitely get some handsome profit. That respondent managed the previously paid money of Rs. 30,00,000/- as divided into these two units. Respondent have transferred Rs. 25,00,000/- in unit of "Seven Element" followed by further payment of Rs. 50,000/- by complainants on dated 16.11.2016 at the time of booking and transferred Rs. 4,61,127/- in unit of "Turning Point" followed a further payment of Rs. 1,00,000/- by complainants on dated 18.11.2016 at the time of booking.

- vi. That it is pertinent to mention here that builder buyer agreement for the project "Tranquill Height" were duly signed between the complainant no. 2 and respondent but it was returned back to the respondent when said two units were allotted to the complainants.
- vii. That it was told/assured to complainants by the respondents that payment plan of unit in project "Seven element" will be in a payment ratio of 20:20:20:20:20 according to structural construction however no structure was developed on site according to construction plan and respondent adjusted "pre-paid funds/ transferred fund" as "funds paid on demand" which is quite illegal, not ethical and not a part of fair trade practice by such kind of a reputed/branded developer/ respondent. That as per agreed payment plan respondent. have to raise 4th demand/instalment on casting of top floor roof slab but respondent no. 2 did not follow the said agreed payment plan and raised the further demand however said demand was denied by complainants as not agreed/planned. But Respondent many times insist to complainants make payment of said raised demand. That complainants many times told to respondent that he will not further pay if not raised as per agreed payment plan.
- viii. That the respondent has sent demand of Rs. 23,000/- for agreement execution which is quite illegal and complainant clearly denied to pay the said illegal demand and also denied to pay further due to no construction at site.
- ix. That complainants was very shocking when he received notices for termination of units in project "Seven Element" dated 04th December, 2019 and dated 3rd September 2020 due to not paid a balance of Rs. 28,41,073.68/- which was demanded illegally by respondent. It is pertinent to mention here that respondent had already terminated



booking on unit in "Turning Point" project vide termination letter dated 10 Aug, 2017 but when complainant approached to respondent and talked about the initiation of criminal proceeding against the respondent and investors clinic then respondent had withdrawn the said termination letter.

- x. That after receiving of termination letter for unit in "Seven Element" project, the complainants immediately have served a legal notice through his counsel for withdrawal of this termination notice/s and but despite the legal notice/s now respondent again sent termination notice to complainants which is also quite illegal. After This complainant again served another legal notice for refund of entire paid money upon respondent/Vatika Builder but till date the respondent no.1 is avoiding to refund the amount of complainant.
- xi. That respondent and investor clinic played a fraud with complainants to grab hard earned money of complainants by transferring funds from one project to another projects. That complainant being a simple and sober citizen every time trusts on respondents but respondents on every stage cheated the complainants. That termination of unit by respondent is the cheap tactic to garb the hard-earned money of complainants. That project of respondent no.1 is not developing according to time, moreover the "Turning Point" project of respondent No.1 has been scraped and now the respondent is trying to develop plotted colony / project at this site. That respondent have failed to fulfil every commitment and only motive is to grab money from complainants by any tactic or trick.
- xii. That termination of units in projects "Seven Element" and "Turning Point" are quite illegal act by respondent and same is liable to be cancelled and all money paid by the complainants regarding the units

in "Seven Element" and "Turning Point" are liable to be refund with prescribed rate of interest along with litigation charges.

- xiii. That complainants are claiming Rs. 6,00,000/- and Rs.4,04,977/- regarding unit booking in project "Turning point" through this complaint.

C. Relief sought by the complainant

4. The complainant has filed the present complaint for seeking following reliefs:
- Direct the respondent refund the entire amount paid by the complainants amounting to Rs. 25,50,000/-.
 - Direct the respondent to pay interest upon the amount paid by the complainants from the date of the payments made by the complainants to the respondent till its realization.
 - Direct to pay a sum of Rs. 2,00,000/- cost of litigation.
5. On the date of hearing, the authority explained to the respondent/promoter about the contravention as alleged to have been committed in relation to section 11(4)(a) of the Act and to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has raised certain preliminary objections and has contested the present complaint on the following grounds:
- That at the very outset, it is submitted the complainant booked a unit in the project known under the named and style of "Seven Elements" at sector 89A. It is pertinent to note that the project is being developed by Vatika Seven Element Pvt. Ltd., and the project registration certificate is also issued to Vatika Seven Element Pvt. Ltd. However, the complainants have made "Vatika Ltd" the party to the complaint and not "Vatika Seven Element Pvt. Ltd" as evident from the particulars of

- respondent, wherein name "M/s Vatika Limited" is written. That the complainant is therefore, liable to be dismissed due to mis-joinder of necessary parties.
- ii. That the complainants have got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the act as well as an incorrect understanding of the terms and conditions of the application form dated 18.11.2016 shall be evident from the submissions made in the following paragraphs of the present reply.
 - iii. That the present complaint is not maintainable in law or on facts. The present complaint raises several such issues which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of this Hon'ble Authority and can only be adjudicated by the Adjudicating Officer/Civil Court. Therefore, the present complaint deserves to be dismissed on this ground alone.
 - iv. That the complainants are not an "Allottee" but Investors who has booked the apartment in question as a speculative investment in order to earn rental income/profit from its resale. The apartment in question has been booked by the Complainants as a speculative investment and not for the purpose of self-use as their residence. Therefore, no equity lies in favor of the complainants.
 - v. That the complainants approached the Vatika Ltd, somewhat in year 2014 through their real estate agent Investors Clinic Infratech Pvt. Ltd. and expressed interest in booking of a unit being developed by Vatika

Ltd known as "Tranquil Heights" situated in Sector 82A, Gurgaon, Haryana.

- vi. That the complainants request Vatika Ltd for transfer of the funds receive in lieu of their investments made in the project Tranquil Heights into two different project "Seven Elements" and "Turning Point".
- vii. That the complainants booked the unit no. HSG-023/1502/Tower A3, in Tower A3 admeasuring 1620 sq. ft. approx. in the project of the respondent known under the name and style of "Seven Elements" at sector 89A, Gurugram, Haryana. Prior to the booking, the complainants conducted extensive and independent enquiries with regard to the project, only after being fully satisfied on all aspects, that they took an independent and informed decision, uninfluenced in any manner by the respondent to book the unit in question.
- viii. That the complainants consciously and willfully opted for a time linked payment plan for remittance of sale consideration for the unit in question and further represented to the respondent that they shall remit every instalment on time as per the payment schedule annexed with the application form. The respondent had no reason to suspect the *bonafide* of the complainants and proceeded to allot the unit in question in his favor.
- ix. That thereafter the respondent vide letter dated 02.02.2017 sent two copies of the buyer's agreement to the complainants to sign the same and return the signed agreement to the complainants. The respondent again vide letter dated 01.08.2018 sent two copies of the buyer's agreement to the complainants to sign the same. That the respondent issued reminder letter dated 04.10.2018 and 31.08.2018 to return the signed copies to the respondent however, the complainants paid no

- heed to the letters and did not return the signed copies to the respondent. It is submitted that it is an undisputed fact that the copy of the buyer's agreement was duly received by the complainants.
- x. That being a contractual relationship, reciprocal promises are bound to be maintained. That it is respectfully submitted that the rights and obligations of allottee as well as the builder are completely and entirely determined by the covenants incorporated in the application form which continues to be binding upon the parties thereto with full force and effect. It is submitted that the remittance of all amounts due and payable by the complainants as per the schedule of payment was of the essence.
 - xi. That it is submitted that the complainants were responsible to make payments timely for the unit to the respondent according to the terms and conditions of the allotment letter, agreement as well.
 - xii. That, the sale consideration of the said unit is an amount of Rs 1,24,46,670/-, out of which the complainant have only made the payment of Rs. 25,50,000/- which is approximately 20% of the total sales consideration.
 - xiii. That upon the non-payment of the dues against the unit the respondent issued payment reminder dated 04.10.2018 to the complainants however, the complainants paid no head to the reminder issued by the respondent.
 - xiv. That the complainants cannot be allowed to take benefit of their own wrong hence, the complaint is liable to be dismissed with costs against the complainant.
 - xv. That the complainants stood in a condition of default as per terms of the application form by not executing the buyer's agreement and non-payment of the dues w.r.t to the total sales price.

- xvi. It is categorically highlighted that despite the transparent and clean conduct of the respondent, complainants failed to fulfil their obligations. That the respondent waited for more than a year for the complainants to execute the buyers's agreement and pay the outstanding dues however, the complainants did not come forward for the same. That the respondent was therefore, constrained to issue the notice for termination dated 04.12.2019 and 03.09.2020 whereby it is specifically mentioned that if the due amount will not receive within 7 days, then the respondent shall be constrained to cancel the allotment of the said unit and thereafter the complainants shall leave with no right, title, interest, charge or lien over the said unit.
- xvii. That it is therefore, prayed that the cancellation should be held valid and the complaint should be decided in the favour of the respondent.
- xviii. Thus, in view of the submissions made above, no relief much less as claimed can be granted to the complainant. It is reiterated at the risk of repetition that this is without prejudice to the submission that in any event, the complaint, as filed, is not maintainable before this Hon'ble Authority. That the relief sought by the complainants appear to be on misconceived and erroneous basis. Hence, the complainants are estopped from raising the pleas, as raised in respect thereof, besides the said pleas being illegal, misconceived and erroneous.
- xix. That the complainants have intentionally distorted the real and true facts in order to generate an impression that the respondents have reneged from its commitments. No cause of action has arisen or subsists in favor of the complainants to institute or prosecute the instant complaint. the complainants have preferred the instant complaint on absolutely false and extraneous grounds in order to needlessly victimize and harass the respondent. Therefore, there is no

default or lapse on the part of the respondent and there is no equity in favor of the complainants. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent.

- xx. Further the non-existence of cause of action, and the frivolous complaint filed by the complainants, this complaint is bound to be dismissed with costs in favor of the respondent.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

8. The preliminary objections raised by the respondent regarding jurisdiction of the authority to entertain the present complaint stand rejected. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I. Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purposes with office situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

E. II. Subject-matter jurisdiction

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

Section 11

.....
(4) *The promoter shall-*

(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.

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the respondent:

F.I. Direct the respondent refund the entire amount paid by the complainants amounting to Rs. 25,50,000/-.

F.II. Direct the respondent to pay interest upon the amount paid by the complainants from the date of the payments made by the complainants to the respondent till its realization.

12. The factual matrix of the case reveals that the complainants were allotted a unit no. HSG-023/1502, Tower A3 admeasuring 1620 sq. ft. in the project "Seven Elements" being developed by the respondent for a sale consideration of Rs. 1,24,46,670/-. The complainants had paid an amount of Rs. 25,50,000/- to the respondent against the unit.

13. The builder buyer agreement was not executed between the parties. It is pertinent to note that no specific time period with respect to handover of possession of the allotted unit to the complainant had been prescribed. Therefore, in the case of "**Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors.**" (12.03.2018 SC);

MANU/SC/0253/2018, the Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract."

14. Herein, in the peculiar facts and circumstances of the present case, the due date of possession has to be calculated to be three years from the date of the application form i.e. 18.11.2016. Therefore, the due date comes out to be 18.11.2019.
15. Further, the complainants herein intend to withdraw from the project and are seeking return of the amount paid by them in respect of subject unit along with interest as per Section 18(1) of the Act and the same is reproduced below for ready reference:

"Section 18: - Return of amount and compensation 18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building. -

in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein;

or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act...

(Emphasis supplied)

16. The due date of delivery of possession of the subject unit was 18.11.2019. Further, the occupation certificate/completion certificate of

the project where the unit is situated has still not been obtained by the respondent- promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which they have paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in **Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., Civil Appeal no. 5785 of 2019**, decided on 11.01.2021.

"...The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project...."

17. Moreover, the Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited Vs. State of U.P. and Ors. (supra)** reiterated in case of **M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020** decided on 12.05.2022. observed as under: -

"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."

18. There has been an inordinate delay in the project which cannot be condoned. Thus, in such a situation, the complainant is well within right to seek refund of the paid-up amount. This is without prejudice to any other remedy available to the allottees including compensation for

which the allottees may file an application for adjudging compensation with the Adjudicating Officer under Sections 71 and 72 read with Section 31(1) of the Act of 2016.

19. **Admissibility of refund along with prescribed rate of interest:** The complainants is seeking refund the amount paid by them at the prescribed rate of interest as provided under Rule 15 of the Rules, *ibid*. Rule 15 has been reproduced 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 subsections (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."

20. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid* 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 cases.
21. 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., 17.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
22. The definition of term "interest" as defined under Section 2(za)(ii) of the act provides that the interest payable by the promoter to the allottee shall from the date the promoter received the amount. The relevant section is reproduced below: -
- "(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- ...

(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, ...

23. Therefore, the authority hereby directs the respondent to return the amount received by him i.e., Rs. 25,50,000/- with interest at the rate of 10.85% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in Rule 16 of the Rules, *ibid*.

F.III. Cost of litigation of Rs.2,00,000/-.

24. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

G. Directions of the authority:

25. Hence, the authority hereby passes this order and issues following directions under Section 37 of the act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):
- I. The respondent is directed to refund the entire amount paid by the complainant, i.e., Rs. 25,50,000/- along with interest at the rate of



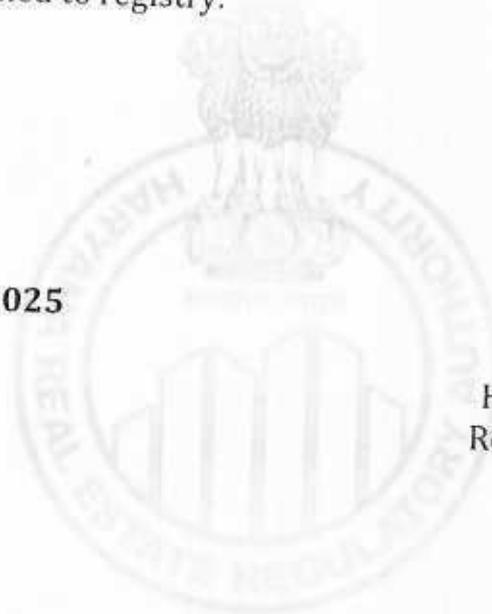
10.85% p.a. as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till its realization.

II. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

26. Complaint as well as applications, if any, stands disposed of accordingly.

27. File be consigned to registry.

Dated: 17.10.2025



(Arun Kumar)
Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram