



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint No.:</b>	<b>2251 of 2023</b>
<b>Date of Filing:</b>	<b>17.10.2023</b>
<b>First Date of Hearing:</b>	<b>29.11.2023</b>
<b>Date of Decision:</b>	<b>26.05.2026</b>

Mukesh Kumar  
51, Ward No. 10, Holy Mohlla,  
Gohana, Sonipat, Haryana, 131301

.....COMPLAINANT

Versus

Splendor Landbase Limited  
511, 5th floor, Splendor Forum,  
Plot no.3, Jasola District Centre,  
New Delhi-110025

.....RESPONDENT

**Present:** Adv. Abhinav Agrawal, Ld. Counsel for the Complainant.

Adv. Diya proxy for Adv. Shubhnit Hans, Ld. Counsel the  
Respondent.

### **ORDER : DR. GEETA RATHEE SINGH -(MEMBER)**

1. Present complaint has been filed by the complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules,

Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

#### A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name of the project	"Splender Adharshila", Sector-19, Panipat, Haryana.
2.	Nature of the project.	Residential
3.	RERA Registered/Not Registered	Not Registered
4.	Details of the unit	229, F1 (641 sq. ft)
5.	Date of Floor Buyer Agreement	Not Executed
6.	Due Date of Possession	27.02.2016
7.	Basic Sale Consideration	₹9,45,480/-
8.	Amount paid by the complainant	₹1,89,096/-
9.	Offer of Possession	None

*Ratna*

## B. FACTS OF THE COMPLAINT AS MENTIONED IN THE COMPLAINT

3. That in 2010, the respondent launched a housing project named "Splendor Adharshila" in Sector-19, Panipat, Haryana, marketed via print and tele-marketing. The respondent assured the complainant that the project was centrally located, possessed all necessary competent authority approvals, and that possession would be delivered within 36 months of the construction commencement/agreement execution.
4. That on 06.08.2010, relying on these assurances, the complainant booked a BHK (FF) Flat for a total consideration of ₹9,45,480/- and executed an agreement (Annexure C-1). The complainant paid a total of ₹1,89,096/- to the respondent (Annexure C-2), broken down as, ₹30,000/- on 06.08.2010, ₹64,548/- on 23.09.2010 and ₹94,548/- on 25.10.2010.
5. That on 16.08.2014 (after the 36-month delivery period expired), the respondent failed to deliver possession despite numerous requests. After 48 months from the agreement date, the respondent arbitrarily changed the project's name to "Splendor Grande" and raised an unjustified, additional demand of Rs. 15 Lakhs for the same flat (Annexure C-3).
6. That the complainant stored all property documents at his shop, "Mukesh Pustak Bhandar." On 20.02.2016, the shop was entirely burnt down during the



Jat Aarkshan Andolan (Annexure C-4). An FIR (No. 0094) under Sections 148, 149, 395, 427, and 436 of the IPC was registered at PS Gohana City on 23.03.2016 (Annexure C-5). On 19.09.2019, the complainant requested copies of the burnt documents from the respondent (Annexure C-6), but received no response.

7. That the complainant repeatedly sought a resolution, demanding either possession or a full refund of ₹1,89,096/-. The respondent initially delayed the matter with false verbal assurances and ultimately refused to refund the money. For dispute settlement, the complainant filed Case No. PLA 37/2020 ("Mukesh Kumar & another Vs. Splendor Landbase Ltd. & others") under Section 22(c) of the Legal Services Authorities Act, 1987, before the I.d. Lok Adalat, Panipat, which remains pending.

8. That due to severe deficiency of service, the complainant is entitled to withdraw from the project and claim a full refund of ₹1,89,096/- with interest from the booking date (06.08.2010), alongside compensation for financial loss, inflation, loss of time, and severe mental agony.

**APPLICATION FILED BY THE COMPLAINANT ON DATED  
11.08.2025:**

9. The complainant has submitted that in compliance with this Authority's order dated 25.03.2025, the complainant clarified that against a total sale consideration of ₹9,45,480/- for the 1 BHK flat in question, a total sum of



₹4,67,288/- (comprising payments of ₹30,000/-, ₹1,09,096/-, ₹2,83,644/-, and ₹44,548/-) stands paid to the respondent.

10. That the aforementioned total amount of ₹4,67,288/- was paid on behalf of the complainant by Sh. Prem Kumar (a close family friend, Sh. Mukesh Kumar) from his OBC Bank Account (now Punjab National Bank).
11. That the itemized details of the total payment made by the complainant are as follows:

Sr. No.	Amount	Cheque No.	Dated	Bank	Respondent Receipt No. & Dated	Annexure & Page No. of Paper book
1	₹30,000/-	374853	06.08.2010	PNB	194 & 06.08.2010	Respondent receipt C-2, at Page 39
2	₹1,09,096/-	575906	23.09.2010	OBC, now merged into PNB	356 & 23.09.2010	Respondent receipt C-2, at Page 40 & Bank Statement C-7
3	Out of ₹5,23,644/-, complainant paid ₹94,548/- + ₹94,548/- + ₹94,548/- - ₹2,83,644/-	57590	23.10.2010	OBC, now merged into PNB	452 & 25.10.2010	Respondent receipt C-2, at Page 41 & Bank Statement C-7
4	₹44,548/-	575905	27.09.2010	OBC, now merged into PNB		Bank Statement C-7

12. That due to an inadvertent typographical and clerical error in the main complaint, the total paid amount was erroneously recorded as ₹1,89,096/-

*Satave*

instead of the actual paid amount of ₹4,67,288/-. The complainant failed to correctly compute and reflect the subsequent amounts. It was submitted that this omission was purely bonafide and unintentional.

13. That regarding the initial payment of ₹30,000/-, it is submitted that except for the respondent's official receipt (Annexure C-2, page 39), no other documentary record is available, as the remaining transactional records were destroyed in a fire accident, a fact already pleaded in the complaint.

14. That to substantiate the true facts regarding the total payment of ₹4,67,288/-, the complainant sought permission to place on record vital bank transaction documents as Annexures C-7 to C-9. It was stated that while certified copies were not readily available, true copies of the same were annexed. The complainant prayed that the actual paid amount be read as ₹4,67,288/- instead of ₹1,89,096/- for a just and proper adjudication of the matter.

**APPLICATION FILED BY THE COMPLAINANT ON DATED  
02.04.2026:**

15. That the pending case no. 37/20 titled as "Mukesh & another Vs. Splender Landbase Ltd. & others" has withdrawn with liberty to file fresh application/petition in a competent court of law/forum, vide Hon'ble Permanent Lok Adalat for Public Utility Service, Panipat, Haryana order dated 14.03.2024.  
(copy attached)



**C. RELIEF SOUGHT**

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

- i. That to direct the respondent to refund the Complainant total paid amount of ₹1,89,096/- back to the complainant along with the interest of 18% per annum.
- ii. That to direct the respondent to pay a sum of ₹5,00,000/- as mental harassment, damages and ₹1,00,000/- as litigation, expenses.
- iii. That to restrain the respondent to sell/to allot the complainant flat to any one, during the pendency of this matter.
- iv. That to impose penalty upon the respondent, in compliance of the of section 60 of The Real Estate (Regulation and Development) Act, 2016 for wilful default committed by respondent.
- v. That to impose penalty upon the respondent, in compliance of the of section 61 of The Real Estate (Regulation and Development) Act, 2016 in contravention of sections hello very good afternoon Honeywell 12, 13, 14 & 16 of The Real Estate (Regulation and Development) Act, 2016.
- vi. That to issue directions to make a liable, every officer concerned that is director, manager, sectary or any other authorised officer of the respondent company, at whose instance, connivance, acquiescence, neglect, any of the offences has been committed as mentioned in section



69 of The Real Estate (Regulation and Development) Act, 2016 to be right with Haryana, Real Estate Regulatory Rules, 2017.

- vii. That to recommend criminal action against the respondent for the criminal offence of cheating, fraud and criminal breach of trust under sections 420, 406 and 409 of the Indian penal code.
- viii. To pass any other relief or any other order or direction, which this Hon'ble Authority deem fit and appropriate in the view of the facts and circumstances of this complaint.

**D. REPLY ON BEHALF OF RESPONDENT**

17. Learned counsel for the respondent filed detailed reply on 05.07.2024 pleading therein:

**PRELIMINARY OBJECTIONS**

18. That the present complaint has been filed regarding the project "Splendor Aadharshila," which is admittedly neither an ongoing project nor registered with this Authority. Under section 3 of the Real Estate (Regulation and Development) Act, 2016 (RERA), only ongoing projects on the date of commencement of the Act for which a completion certificate has not been issued are required or eligible to register.

19. That the project was scrapped and became non-existent much before the enactment and enforcement of the RERA Act due to severe administrative,



legal, and infrastructural hurdles. Because the project did not exist at the time the Act came into force, the provisions of the RERA Act, rules, and regulations cannot be applied to it under any stretch of imagination. Consequently, since the project falls entirely outside the scope of Section 3, a complaint under Section 31 is completely untenable. Because these preliminary objections are of a jurisdictional nature that go to the very root of the matter, they must be decided in the first instance before proceeding further.

20. That the claims raised by the complainant are hopelessly time-barred under the Limitation Act, 1963. The respondent issued an offer of allotment on 16.08.2014, followed by a final reminder-cum-offer letter on 26.10.2015, explicitly stating that the offer was valid subject to payment on or before 30.11.2015.
21. That complainant failed to respond or make any payment, causing the offer to lapse on 30.11.2015. Under Articles 47, 55, and 113 of the Schedule to the Limitation Act, 1963, the period of limitation for seeking a refund or recovery of money paid upon an existing consideration which afterwards fails is strictly 3 years. The cause of action accrued on 30.11.2015, and the limitation period expired on 30.11.2018. The Complainant remained completely dormant, sleeping over his rights for approximately 8 years before approaching this Authority.



22. As per Section 29(2) of the Limitation Act, 1963, read with Section 88 of the RERA Act, 2016 (which dictates that RERA applies *in addition to, and not in derogation of*, other laws), Section 3 of the Limitation Act is squarely attracted, mandate-ordering that any suit or application filed beyond the prescribed period *shall* be dismissed.
23. That the complainant does not satisfy the definition of an "Allottee" under Section 2(d) of the RERA Act. No allotment letter has ever been issued in favor of the complainant, nor has any agreement to sell or builder-buyer agreement been executed between the parties. The sole basis of the complaint is an initial application form dated 06.08.2010. In accordance with Sections 12, 14, 18, and 19 of the RERA Act, any statutory adjudication regarding refunds, interest, or compensation must strictly pertain to a validly executed agreement for sale compiled under the Act and its Rules, and cannot stem from a mere pre-RERA application form.
24. That the booking and initial application form date back to 2010, long before the inception of RERA in 2016. The Act imposes stringent penal and compliance liabilities upon developers which could not have been contemplated by the parties at the time of the application. The provisions of the RERA Act must be applied prospectively; giving retrospective effect to penalize historical transactions where no statutory agreement exists would be arbitrary, unjust, and ruinous.



25. That the complainant has resorted to "forum hunting" and filed this bogus litigation to harass and extort money from the Respondent after real estate prices escalated over an eight-year gap. The complaint fails to disclose any live or valid cause of action. As established by the Hon'ble Supreme Court in *Church of Christ Charitable Trust & Educational Charitable Society vs. Ponniamman Educational Trust*, where clever drafting creates a mere illusion of a cause of action, courts and tribunals must "nip it in the bud" at the earliest stage under the principles of Order VII Rule 11 of the Civil Procedure Code.

#### **SUBMISSIONS ON MERIT**

26. That over the years, the respondent company has successfully developed various Real Estate Projects across Delhi NCR, Panipat, and the Punjab region, establishing an impeccable reputation built on an uncompromising work ethic, honesty, construction quality, and timely delivery. Driven by this market prestige, the complainant voluntarily chose to invest in the respondent's proposed project "**Splendor Aadharshila**" situated at Sector 19, Panipat, Haryana.

27. That the complainant submitted an initial application form on 06.08.2010. In this document, it was explicitly understood, agreed, and signed by the complainant that:



- i. The application did not constitute an agreement to sell or a guaranteed provisional/final allotment.
- ii. The application was made with full knowledge that construction was yet to commence and actual allotment would be subject to subsequent availability.
- iii. The baseline plans, designs, layouts, and specifications of the group housing colony were purely tentative. The respondent company was fully authorized to effect suitable and necessary alterations, layout shifting, or building plan modifications as deemed fit or as directed by competent authorities.

28. The project initially envisioned by the respondent was a linear row-housing development comprising 6-storey buildings. However, this specific layout could not be executed or take off due to severe administrative, legal, and infrastructural bottlenecks beyond the respondent's control, which included:

- i. The operational effect of an order dated 24.03.2009 passed by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition No. 21308 of 2008, which held up the clearance of zoning plans pending before the Town & Country Planning Department, Haryana.



- ii. Extreme delays by the Town & Country Planning Department in laying essential external trunk services (peripheral sewerage, storm water drains, and main water lines) around the project site, leaving even the primary source of water un-demarcated despite multiple written requests from the respondent.
  - iii. The presence of high-tension electricity wires passing over a section of the designated project land which, contrary to prior assurances, could not be realigned.
29. That faced with these structural hurdles, the original 6-storey linear plan became entirely impractical. The construction strategy had to be completely rethought and redrawn. The only viable alternative was to shift to high-rise structures, constructing 13-storey apartments along with a few low-rise 3-floor structures on the specific segments of land unaffected by the high-tension electricity wires.
30. That following these necessary design shifts, the modified zoning plans were successfully approved on 11.09.2012, and the corresponding building plans for the 13-storey high-rise configurations were sanctioned on 27.02.2013.
31. Upon receiving these statutory approvals, the representatives of the respondent company contacted the complainant to communicate the update and repeatedly requested him to visit the site office to finalize the requisite allotment



documentation. Hearing no response, the respondent issued a formal letter dated 16.08.2014 (Annexure C/3), offering an apartment unit in the modified group housing colony at the same original basic sale price and requesting a site visit to process the paperwork and review the payment plan. The complainant failed to respond or contact the respondent.

32. That after waiting a substantial period, the respondent sent a final reminder letter dated 26.10.2015 (Annexure R-1), enclosing the detailed payment plan. This letter explicitly stated that the offer of allotment was valid subject to documentation and payments being processed on or before 30.11.2015.
33. That the complainant again completely failed to respond, visit the site office, or execute the paperwork. By choosing not to come forward or clear the payment plan by the explicit cut-off date, the offer automatically lapsed on 30.11.2015. This total inaction proved beyond doubt that the complainant was no longer interested in the allotment. Now, after an unexplainable gap of approximately 8 years, during which real estate prices have appreciated substantially, the complainant has surfaced to file this meritless complaint to harass the respondent and gain speculative financial returns.
34. That the complainant has failed to annex any valid documentary proof to substantiate his allegations of misrepresentation or fraud. Furthermore, there is a clear material contradiction in the complaint, the complainant asserts that all his business documents were destroyed in a fire incident at his shop, yet he has



seamlessly attached detailed annexures to this file, making his assertions highly suspect.

**REPLY TO COMPLAINANT APPLICATION DATED 11.08.2025,  
FILED BY THE RESPONDENT ON 09.02.2026:**

35. That the complainant's application seeking to substitute the total paid amount of ₹1,89,096/- with an inflated figure of ₹4,67,288/- is false, misleading, and directly contradicted by the official accounting records and receipts maintained by the respondent company. The respondent categorically denies receiving any amount beyond the aggregate sum of ₹1,89,096/- in respect of the application filed for the "Splendor Aadharshila" project.

36. That the complainant initially applied for two 1 BHK flats in "Splendor Aadharshila" at Sector 19, Panipat, Haryana, and was allotted two Customer Reference Numbers: SAP/213 and SAP/229. Against these bookings, the Complainant made the specific payments detailed below:

Sr. No.	Cheque No. & Date	Amount	Bank	Customer Reference No.	Receipt No.	Remarks
1	374853 dated 06.08.2010	30,000	PNB	SAP/213	194 @ Pg. No. 39 of the complaint	This cheque was returned unpaid from bank on 09.08.2010 due to insufficient funds. Bank statement in proof annexed as Annexure R/1
2	DD No. 156011 dated 11.08.2010	30,000	PNB	SAP/229	Receipt not enclosed	
3	060679 &	50,000	HDFC	SAP/213	Receipt No.	



	060678 of ₹25,000/- each dated 06.08.2010				185 annexed as Annexure- R/2	
4	5759906 of ₹1,09,096/- dated 23.09.2010	44,548 64,548	OBC	SAP/213 SAP/229		It is mentioned in this receipt that this was issued against two 1 BHK Flats
5	575908 of ₹5,23,644/- dated 23.10.2010	94,548	OBC	SAP/213		Certificate dated 17.01.2012 issued by the respondent against this payment is annexed as Annexure R/4
		94,548 2,40,000		SAP/213 SAP/213		Out of this payment of ₹5,23,644/-, ₹94,548/- was paid on behalf of Prem Kumar SAP/214 which is mentioned in receipt itself.

37. That the Ledger Accounts of the complainant for the financial years 2010-11 and 2011-12 clearly reflect these entries and are annexed as Annexure R/5.

38. That the factual breakdown of the ₹4,67,288/- claim is as under:

- i. ₹30,000/- was bounced/returned unpaid due to insufficient funds (Cheque No. 374853 dated 06.08.2010 drawn on PNB).
- ii. ₹44,548/- and ₹94,548/- were paid under SAP/213, which have already been fully refunded with interest to the complainant.



- iii. ₹94,548/- was paid by a third party, Mr. Prem Kumar (SAP/214), via Cheque No. 575908 dated 23.10.2010, which has also been completely refunded to Mr. Prem Kumar.
- iv. Out of the claimed ₹4,67,288/-, ₹30,000/- was never realized and ₹2,78,192/- stands completely refunded. No other payments were ever made.

39. That the complainant has suppressed material facts regarding a concluded transaction to unjustly enrich themselves. On 10.10.2013, the complainant voluntarily submitted a surrender letter, Indemnity Bond, and a No Objection Certificate (NOC) from the broker, M/s. Jagat Real Estate, requesting the cancellation of SAP/213 and a refund of ₹1,89,096/-. In the Indemnity Bond, the complainant explicitly undertook that this refund would constitute a full and final settlement (Annexure R/6 'Colly' & Annexure R/3).

40. That the respondent accepted the request, cancelled SAP/213, and refunded ₹1,89,096/- via Cheque No. 164687 dated 08.10.2013. As a goodwill gesture, an interest amount of ₹46,431/- (after TDS deduction) was also paid via Cheque No. 164688 dated 11.10.2013 (Annexure R/7). The complainant was requested to surrender the original documents for SAP/229 to claim a refund for that unit as well, but they refused. Consequently, the complainant is only left with booking SAP/229, against which a single aggregate payment of ₹1,89,096/- rests.



41. That the amount of ₹94,548/- claimed by the complainant as a payment made by his friend, Mr. Prem Kumar, belongs to booking reference SAP/214. Mr. Kumar surrendered his booking via a letter dated 18.07.2011, along with an Indemnity Bond and Broker NOC. The respondent refunded the complete amount of ₹1,89,096/- to Mr. Prem Kumar via Cheque No. 083604 dated 25.01.2012 (Annexure R/8 & Annexure R/9).
42. That prior to this complaint, the complainant and his mother, Mrs. Sarla Devi, approached the Permanent Lok Adalat (PLA), Public Utility Services, Panipat, in 2020 (Mukesh Kumar & Others Vs Splendor Landbase Ltd. & Others). In paragraphs 3, 9, and 12 of that complaint (Annexure R/10), the complainant explicitly admitted that the total amount paid towards the project was ₹1,89,096/- and sought a refund for that exact sum.
43. The complainant is indulging in prohibited forum shopping by filing parallel proceedings for the same relief, which violates Section 71 of the RERA Act, 2016. As held by the Hon'ble Supreme Court in Ireo Grace Realtech Pvt. Ltd. vs. Abhishek Khanna and Ors. (Civil Appeal no. 5785 of 2019);

*"An allottee may elect or opt for one out of the remedies provided by law for redressal of its injury or grievance... choosing to exercise one loses the right to simultaneously exercise the other for the same cause of action."*



44. That by filing a false affidavit and inflating claims a decade after accepting a full and final refund, the complainant has approached this I.d. Authority with unclean hands.
45. Consequently, the complainant and Mr. Prem Kumar face potential penal consequences under Section 379 of the Bharatiya Nyaya Sanhita (BNS) for deliberate perjury and attempting wrongful gains through fabricated statements on oath.
46. That this reply is filed without prejudice to the respondent's primary contentions that the complaint is hopelessly barred by limitation, and that this Hon'ble Authority lacks jurisdiction. The project "Splendor Adharshila" is neither an ongoing project nor is it registered under RERA.

**E. WRITTEN SUBMISSIONS ON BEHALF OF COMPLAINANT DATED 22.04.2026.**

47. That in 2010, the complainant booked two 1-BHK flats with the respondent at a booking cost of ₹9,45,480/- each, paying an advance amount of ₹1,89,096/- for each flat (totaling ₹3,78,192/-), a fact admitted by the respondent. The respondent failed to deliver possession as assured, unilaterally renamed the project to "Splendor Grande," and arbitrarily demanded an additional escalation of ₹15,00,000/- per flat.
48. Aggrieved by the default, the complainant sought cancellation of both bookings and a full refund of the advance amount. However, the respondent failed to fully resolve the grievance and refunded the booking amount for only one flat



(₹1,89,096/-), leaving the refund for the second flat pending. This partial refund has been explicitly admitted by the respondent in its reply dated 09.02.2026.

49. That the complainant initially approached the Hon'ble Permanent Lok Adalat for Public Utility Services, Panipat, Haryana, in *Mukesh & Anr. Vs. Splendor Landbase Ltd. & Ors.* (Case No. 37/20). The said matter was withdrawn on 14.03.2024 with liberty to file a fresh petition before a competent court/forum (Annexure C-10). Consequently, the present complaint has been preferred before this Authority seeking a refund of the remaining booking amount of ₹1,89,096/-.

50. That the complainant strongly objects to the respondent's replies dated 04.07.2024 and 09.02.2026, terming them as misleading, concocted, and an afterthought. The respondent's defense hinges on allocating two customer reference numbers, viz. SAP/213 and SAP/229. However, the initial payment receipts dated 06.08.2010 and 23.09.2010 (Annexure C-2, Page 39) issued by the respondent bear no mention of such reference numbers, nor were they ever communicated to the complainant at the time of booking.

51. That the complainant's entire original records concerning both first-floor 1-BHK apartments were destroyed in a fire incident, as evidenced by the FIR dated 23.02.2016 (Annexure C-5) and supporting photographs (Annexure C-4). The complainant moved a representation dated 19.09.2019 (Annexure C-6) requesting copies of all relevant records. Taking undue advantage of the situation, the respondent failed to provide any documents. For these bonafide



reasons, the complainant could not state the alleged customer reference numbers in the main complaint.

52. That the transaction table set out at page 2 of the respondent's own reply dated 09.02.2026 confirms that the receipts annexed (Annexure C-2, Page 39) pertain directly to the outstanding booking amount of ₹1,89,096/-. It is thus clearly established that the present complaint seeks the recovery of the remaining advance booking amount, which has been wrongfully withheld by the respondent.

**F. WRITTEN SUBMISSIONS ON BEHALF OF RESPONDENT DATED 15.05.2026.**

53. That the complainant initially filed the present complaint seeking a refund of ₹1,89,096/-. Subsequently, via an amendment application dated 06.08.2025, the complainant inflated the claim to ₹4,67,288/-. alleging an inadvertent miscalculation. However, after the respondent exposed the falsity of this claim in its reply dated 09.02.2026, the complainant reverted to the original claim of ₹1,89,096/- in his written arguments. These mutually destructive stands and the distortion of facts demonstrate that the proceedings are built on concealment, making the complaint liable to dismissal.

54. That the original project, "Splendor Aadharshila" (a linear row-housing development), could not take off and became non-existent due to administrative and infrastructural bottlenecks, including delayed zoning plan approvals, lack of



essential trunk services, and overhead high-tension electricity lines. Consequently, the project was revised, zoning plans were approved on 11.09.2012, and revised building plans for a novel 13-storey high-rise project named "Splendor Grande" were sanctioned on 27.02.2013.

55. The project "Splendor Aadharshila" was never an ongoing project under Section 3 of the Real Estate (Regulation and Development) Act, 2016 (RERA), as it had ceased to exist long before the enactment and enforcement of the Act.

56. Admittedly, no allotment letter, apartment buyer agreement, or agreement to sell was ever executed between the parties. The complainant had merely submitted provisional application forms in 2010, which explicitly stated that construction was yet to commence, allotment was subject to availability, and plans were tentative. Despite reminders dated 16.08.2014 and 26.10.2015 offering allotment in the revised high-rise project, the complainant failed to complete the requisite documentation. In the absence of a concluded contract or an agreement for sale as contemplated under Sections 12, 14, 18, and 19 of RERA, the complainant does not hold the status of an "allottee."

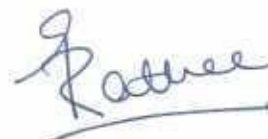
57. That the respondent issued a final reminder/offer letter on 26.10.2015, valid until 30.11.2015. The cause of action, if any, accrued on 30.11.2015. The present complaint was filed after a gross, unexplained delay of nearly 8 years.

58. That in terms of Section 88 of RERA, the provisions of the Act are in addition to, and not in derogation of, other laws. Where a special Act does not prescribe a limitation period, the general principles of Article 113 of the Limitation Act,



1963 apply, prescribing a 3-year window. Subsequent correspondences or reminders do not extend this period, as held by the Hon'ble Delhi High Court in *Rakman Industries Limited vs. Sumaja Electro Infra Private Limited* (2022 SCC Online Del 3719).

59. That the complainant had initially made payments under two distinct Customer Reference Numbers: SAP/213 and SAP/229. On 10.10.2013, the complainant voluntarily surrendered the booking under SAP/213 by executing a surrender request and an Indemnity Bond, explicitly agreeing that the refund would constitute a full and final settlement. Consequently, the respondent refunded the principal amount of ₹1,89,096/- (Cheque No. 164687) and interest of ₹46,431/- after TDS deduction (Cheque No. 164688) on 08.10.2013. These cheques were encashed without any protest. Though requested to surrender the original documents for SAP/229 to process its cancellation, the complainant chose not to do so. The complainant's current plea that the refund was "selectively" applied to only one unit is a misleading afterthought designed to reopen a transaction settled over a decade ago.
60. That the complainant's attempt to inflate the claim to ₹4,67,288/- in the amendment application was demonstrably fraudulent because it included a cheque of ₹30,000/- which was dishonoured and never realized, an amount of ₹44,548/- from SAP/213, which already stood refunded; and it wrongfully aggregated ledger allocations belonging to an independent allottee, Mr. Prem Kumar Batra (SAP/214), who had independently surrendered his booking and



received his full refund of ₹1,89,096/- via Cheque No. 083604 dated 25.01.2012.

61. That the complainant has approached this Hon'ble Authority with unclean hands by deliberately concealing the 2013 surrender documents, indemnity bonds, and the receipt of the refund with interest. Furthermore, the complainant had previously approached the Permanent Lok Adalat, Panipat, in *Mukesh Kumar & Another Vs. Splendor Landbase Ltd.*, restricting the claim to ₹1,89,096/-. Reinitiating parallel proceedings under an altered, evolving factual narrative amounts to impermissible forum shopping and an abuse of process, which, as held in *Ram Kumar Vs. State of Uttar Pradesh and Ors. (Civil Appeal No. 4258 of 2022)*, warrants outright rejection.

**G. ORAL ARGUMENTS OF LEARNED COUNSEL FOR  
COMPLAINANT AND RESPONDENT**

62. During arguments ld. counsel for the complainant submitted that he had paid a total sum of ₹1,89,096/- to the respondent towards the booked property. To date, the respondent has failed to offer possession of the property. The money has been sitting with the respondent without any project development, which amounts to a gross deficiency in service. We draw the Hon'ble Authority attention to the fact that the complainant's original transaction and booking documents were unfortunately destroyed in fire during the Jat Andolan riots, as evidenced by the FIR dated 23.02.2016.



63. In rebuttal, to aforesaid submissions, ld. counsel for the respondent submitted that the complainant had initially made payments under two distinct Customer Reference Numbers: SAP/213 and SAP/229. On 10.10.2013, the complainant voluntarily surrendered the booking under SAP/213 by executing a surrender request and an Indemnity Bond, explicitly agreeing that the refund would constitute a full and final settlement. Consequently, the respondent refunded the principal amount of ₹1,89,096/- (Cheque No. 164687) and interest of ₹46,431/- after TDS deduction (Cheque No. 164688) on 08.10.2013. These cheques were encashed without any protest. The project was never an ongoing project under Section 3 of the Real Estate (Regulation and Development) Act, 2016 (RERA), as it had ceased to exist long before the enactment and enforcement of the Act.

64. Ld. counsel for the complainant submitted that the amount deposited in customer reference no. SAP/213 has been refunded. It is the customer reference no. SAP/229, yet to be refunded by the respondent. Ld. Counsel for complainant further submitted that only one complaint bearing no. 37 of 20 was pending titled as "Mukesh Kumar versus Splendor landbase Ltd" has earlier been instituted before Ld. Permanent Lok Adalat for public utility services. However, the said complaint dismissed as withdrawn vide order dated 14.03.2024 with liberty to avail appropriate remedies before the competent forum.



In view of the withdrawal of aforesaid complaint, no legal impediment survives for entertaining and adjudicating the present complaint.

#### **H. ISSUES FOR ADJUDICATION**

65. Whether the respondent is liable to refund the amount of ₹1,89,096/- received by them in lieu of above said 1 BHK Flat?

#### **I. FINDINGS ON THE PRELIMINARY OBJECTIONS RAISED BY THE RESPONDENT**

**I. a) The present Complaint is filed in respect of 'Splendor Aadharshila' Project which is admittedly neither an ongoing Project nor registered with HARERA, hence this Hon'ble Authority had no jurisdiction on the said Project.**

In this regard, reference is made to the first proviso to section 3(1) of the RERA Act, 2016 which provides that the projects which were 'ongoing' on the date of commencement of the Act and for which the completion certificate has not been issued, the promoter shall make an application to the authority for registration of the said project within a period of three months from the date of commencement of the Act. The position further becomes clear from Section 3(2)(b) of the Act which states that the registration of the real estate project shall not be required where the promoter had received the 'completion certificate' for the said project prior to the commencement of the Act. Thus, if



we read Section 3 of the Act, it is evident that only that project shall be excluded from the purview of the 'on going project' which had received the completion certificate prior to the commencement of the Act and such project will not require registration. All 'ongoing projects', i.e., those that commenced prior to the Act coming into force, and in respect of which no completion certificate is yet issued, are covered under the Act. It is apparent that the legislative intent was to make the Act applicable to not only to the projects which were to commence after the Act became operational but also to ongoing projects. Only those projects which had got the completion certificate before the commencement of the Act will not require registration and will certainly fall beyond the purview of the 'ongoing project'.

Further, this issue has also been dealt with and settled by the Hon'ble Supreme court in **Newtech Promoters and developers Pvt. Ltd Civil Appeal no. 6745-6749 of 2021** herein reproduced:

*"37. Looking to the scheme of Act 2016 and Section 3 in particular of which a detailed discussion has been made, all "ongoing projects" that commence prior to the Act and in respect to which completion certificate has not been issued are covered under the Act. It manifests that the legislative intent is to make the Act applicable not only to the projects which were yet to commence after the Act became operational but also to bring under its fold the ongoing projects and to protect from its inception the inter se rights of the stake holders, including*

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*allottees/home buyers, promoters and real estate agents while imposing certain duties and responsibilities on each of them and to regulate, administer and supervise the unregulated real estate sector within the fold of the real estate authority."*

Wherein Hon'ble Apex held that the projects in which completion certificate has not been granted by the competent Authority, such projects are within the ambit of the definition of on-going projects and the provisions of the RERA Act, 2016 shall be applicable to such real estate projects. Furthermore, complainant in the present complaint is seeking refund along with interest i.e, a statutory relief under Section 18 of RERA Act, 2016. Authority observes that Section 18 of the Act relates to obligation of promoter regarding return of amount and compensation. Section 18 is reproduced herein below:

*"If the promoter fails to complete or is unable to give possession of an apartment, plot or building,— (a) 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: Provided that where an allottee does not intend*



*to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.*

*(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.*

*(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.”*

This provision nowhere states that the remedies provided hereunder will be available only to the allottees of a registered project or registrable project. Therefore, even if the project is not registered with the Authority, same does not extinct the remedy available to an allottee of a real estate project.

**I. b) The Complainant is not an Allottee as provided under RERA Act (There is not even an Allotment Letter in favour of the Complainant):**


In this regard, it is essential to analyze the literal and remedial intent of Section 2(d) of the RERA Act, 2016, which defines an "allottee":



"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;

A bare reading of the provision reveals that the legislature deliberately utilized the phrase "or otherwise transferred by the promoter". The inclusion of this phrase expands the scope of the definition beyond those who hold a finalized contract or formal document. The moment a promoter accepts booking amounts or advance consideration for an intended unit, a stack of rights is created in favor of the buyer, placing them squarely within the ambit of an "allottee".

Furthermore, Section 13(1) of the Act strictly prohibits a promoter from accepting more than 10% of the cost of the apartment/plot without first entering into a written agreement for sale. If a promoter accepts funds but fails to execute an Allotment Letter or Agreement, the promoter committed a statutory infraction. It is evident from the documents placed on record that the complainant has paid a substantial consideration of ₹1,89,096/- out of total sale consideration of ₹9,45,480/-, to the respondent towards the booking/purchase of the unit, which has been duly accepted and



acknowledged by the respondent via receipts dated 11.08.2010, 23.09.2010 and 25.10.2010.

Allowing the respondent to dismiss a complaint because an Allotment Letter is missing would mean allowing them to benefit from their own legal wrongdoing.

The Hon'ble Supreme Court in **Imperia Structures Ltd. v. Anil Patni (2020) 10 SCC 783**, held that the lack of a formally executed registered builder-buyer agreement does not preclude an allottee from approaching the authority or seeking remedies like a refund under Section 18. The Apex Court confirmed that supporting documents, such as advance payment receipts, allocation details, or booking forms, are completely sufficient to recognize a binding relationship under the RERA framework.

The Hon'ble Apex Court in **Newtech Promoters and Developers Pvt. Ltd. v. State of UP & Ors. (2021)** re-emphasized that the RERA Act is a beneficial and remedial legislation enacted to protect homebuyers from unfair, manipulative trade practices. Technical anomalies or omissions by the developer, such as failing to provide formal contracts, cannot defeat the absolute statutory right of a consumer who has financially invested in a project.

Therefore, the complainant holds a valid stake in the real estate project as a buyer, satisfying the requirement of an "allottee" under Section 2(d) through the concept of "otherwise transferred."



**I. c) The present complaint is barred by Limitation.**


Respondent had raised objection regarding maintainability of the complaint on ground of that complaint is barred by limitation. In this regard the Hon'ble Apex Court in **Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise** has held that the Limitation Act applies only to courts and not to the tribunals. Relevant para is reproduced herein:

*“19. It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963.”*

Authority observes that the Real Estate Regulation and Development Act, 2016 is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act 1963, thus, would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority established under the Act is a quasi-judicial body and not Court. Therefore, in view of above objection of respondent with respect to the fact that complaint is barred by limitation is rejected.

**J. FINDINGS AND OBSERVATIONS OF THE AUTHORITY**

66. The Authority has gone through the documents on record and submission made by both parties. In light of the background of the matter, Authority observes that



complainant booked a unit (floor) in the project "Splender Adharshila" being developed by the respondent/promoter namely Splender Landbase Ltd. and accordingly complainant booked a unit in the said project located at Sector-19, Panipat, Haryana vide application form dated 06.08.2010. Complainant had paid a total sum of ₹1,89,096/- against the total sale consideration price of ₹9,45,480/-. It is an admitted position on record that despite the lapse of the promised delivery timelines, no formal allotment letter or apartment buyer's agreement was ever executed between the parties, and no valid offer of possession was delivered to the complainant in respect of the booked unit.

67. In the complaint, the complainant initially pleaded that an amount of ₹1,89,096/- had been paid to the respondent towards the booked unit. However, via an intermediate application dated 11.08.2025, the complainant sought to amend the pleadings, contending that due to a bona fide typographical and clerical error, the subsequent transaction amounts had been omitted. By way of this amendment application, the complainant inflated the total claimed paid amount to ₹4,67,288/-, supported by certain bank statement copies, asserting that the remaining transactional documents had been destroyed in a shop fire during the Jat Aarkshan Andolan.

68. In response, the respondent filed a detailed reply dated 09.02.2026 directly contesting the amended figures. The respondent submitted that the complainant had originally booked two independent units under Customer Reference Numbers SAP/213 and SAP/229. The respondent demurred to the inflated claim



by demonstrating through official ledger accounts that a cheque of ₹30,000/- had bounced, certain allocations belonged to a third-party friend (Sh. Prem Kumar under reference SAP/214), and that the booking under SAP/213 already stood cancelled and fully settled via a refund of ₹1,89,096/- along with interest of ₹46,431/- paid through cheques dated 08.10.2013 and 11.10.2013, which were encashed without protest. The respondent clarified that the complainant was left with only the second booking, reference SAP/229, against which only a single aggregate payment was actively relatable.

69. Ultimately, during the course of oral arguments and through final written submissions dated 22.04.2026, a consensus was reached between the contesting parties regarding the actual financial substratum of the subsisting dispute. The learned counsel for the complainant, while acknowledging that the amount deposited under Customer Reference No. SAP/213 had indeed been refunded, restricted and reverted the claim back to the second booking reference, SAP/229. Consequently, both the complainant and the respondent arrived at a clear consensus that the actual paid amount lying with the respondent which forms the subject matter of the present refund claim is strictly ₹1,89,096/-.

70. The Authority further observes that in the absence of a builder buyer agreement (BBA), a reasonable period of 36 months is typically adopted as the standard timeline for the completion and delivery of a residential project. However, in the peculiar facts of the present case, the provisional application form executed between the parties itself dictated the governing terms and conditions relative to



the project's construction schedule. Specifically, Clause 15 of the said application form explicitly stipulated that the respondent was under an obligation to deliver possession within a period of 3 years from the date of receipt of all requisite statutory approvals, including the sanction of the building plans.

71. In this regard, the respondent through its pleadings has brought on record that the project was initially envisioned as a 6-storey linear row-housing development, which subsequently had to be re-engineered into a 13-storey high-rise configuration due to unavoidable administrative, legal, and infrastructural bottlenecks. The respondent has submitted that following these necessary design alterations, the revised zoning plans were duly approved by the competent authority on 11.09.2012, and the corresponding building plans for the 13-storey structures were subsequently sanctioned on 27.02.2013. Consequently, computing the 3-year construction period from the date of the final building plan approval as per the covenants of Clause 15, the promised timeline for delivery of possession was legally extended and bound to be completed on or before 27.02.2016.

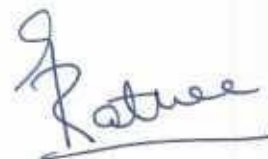
72. The issue that needs to be adjudicated by the Authority is determining whether respondent is responsible for refunding the amount paid by the complainant. From the facts and circumstances placed on record, it is undeniably clear that the respondents have failed to fulfil their duty of delivering possession by the stipulated date of 27.02.2016. Fact remains that till date neither respondent has



offered the possession of the unit and nor has refunded the paid amount to the allottee. Now, the innocent allottees who had invested their hard earned money in the project with the hope to get a flat and who were to get possession of the unit by 27.02.2016 cannot be forced/ compelled to accept possession of the unit in the project even if respondents have completed the project now after delaying it for more than 10 years. The complainant cannot be expected to wait indefinitely for possession when the respondent has not demonstrated any significant progress in construction. Thus, the inordinate delay in completing the project and the failure to deliver possession justify the complainant request for refund of the amounts paid along with interest. Given the circumstances, the Authority finds that the complainant is entitled to a refund of the money paid, along with interest for the delay caused by the respondents' negligence in completing the project.

73. Hon'ble Supreme Court in the matter of "*Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*" in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

*"25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right*



*of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

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

74. 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;*



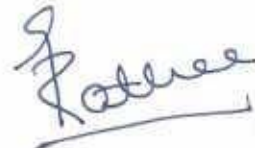
*(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;*

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

*"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".*

75. 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., 26.05.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80 %.

76. From above discussions, it is amply proved on record that the respondent has not fulfilled its obligations cast upon them under RERA Act, 2016 and the complainants are entitled for refund of her deposited amount along with interest as per RERA rules, 2017. Accordingly, respondent will be liable to pay the



interest to the complainants from the dates when amounts were paid till the actual realization of the amount. Hence, Authority directs the respondent to refund the paid amount to the complainant along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to 10.80% (8.80% + 2.00%) from the date amounts were paid till the actual realization of the amount.

77. Authority has got calculated the total amounts along with interest, as per detail given in the table below:

Sr. No.	Principal Amount (in ₹)	Date of payment/ transfer	Interest (in ₹) till 26.05.2026
1.	30,000/-	11.08.2010	51,201/-
2.	64,548/-	23.09.2010	1,09,343/-
3.	94,548/-	25.10.2010	1,59,266/-
Total	1,89,096/-		3,19,810/-

78. The complainant is seeking sum of ₹5,00,000/- as mental harassment and litigation cost of ₹1,00,000/-. It is observed that the Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra), has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18, and 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due



regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainant is, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

79. Complainant is also seeking relief sought at sr. nos. (iii) to (vii). However, said relief was never pressed upon by the complainant during hearing. Hence, no observation is made in this regard.

#### **K. DIRECTIONS OF AUTHORITY**

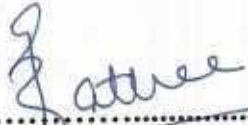
80. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. Respondent is directed to refund the entire amount along with interest of @ 10.80% to the complainant as specified in the tables provided above in Paras no.77 of this order. Interest shall be payable uptill the time period as provided under Section 2(za) of RERA Act, 2016
- 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 follow.

81. Hence, the complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.

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