

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

**Complaint no.:** 2150 of 2024  
**Date of filing:** 28.05.2024  
**Date of order:** 16.12.2025

1. Amitabh Verma
2. Tejinderjit Grewal

**Both R/o:** - A1/437, First Floor, Sushant Lok 2, Sector - 55,  
opposite ITC Guest House, Gurgaon, Haryana - 122001.

**Complainants**

Versus

**M/s Ansal Phalak Infrastructure Private Limited (R1)**  
(Now known as M/s New Look Builders and Developers  
Private Limited - R2)

**Regd. Office at:** 1202, Antriksh Bhawan, 16, Kasturba  
Gandhi Marg, New Delhi-110001.

**Respondent no. 1**

**M/s New Look Builders and Developers Private Limited**  
(Earlier known as M/s Ansal Phalak Infrastructure Private  
Limited)

**Regd. Office at:** First Floor, The Great Eastern Centre 70,  
Nehru Place, Behind IFCI Tower, South Delhi

**Respondent no. 2**

**M/s Ansal Properties & Infrastructure Limited**

**Regd. Office at:** 115, Ansal Bhawan 16, Kasturba Gandhi  
Marg, New Delhi-110001.

**Respondent no.3**

**CORAM:**

Shri Arun Kumar

Shri Phool Singh Saini

**HARERA**  
GURUGRAM

**Chairman**

**Member**

**APPEARANCE:**

Shri K. K. Singh and Ms. Sakshi Chahar (Advocates)

Shri Deeptanshu Jain and Shri Yatharth (Advocates)

**Complainants**

**Respondents**

**ORDER**

1. The present complaint has been filed by the complainants/allottees 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 as provided under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Project and unit related details**

2. The particulars of the project, the amount 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. N.	Particulars	Details
1.	Name and location of the project	"Versalia", Sector-67-A, Gurugram.
2.	Project area	38.262 Acres
3.	Nature of Project	Residential colony
4.	DTCP license no. and validity status	81 of 2013 dated 19.09.2013 Valid up to 19.09.2019
5.	Name of Licensee	Ansal Properties & Infrastructure Ltd
6.	Rera registered/ not registered and validity status	<b>Registered</b> Vide no.154 of 2017 dated 28.08.2017 Valid up to 31.08.2020
7.	Unit no.	3254, Ground Floor, (as per page 17 of complaint)
8.	Unit area	3333 sq. ft. (as per page 17 of complaint)
9.	Date of execution of Buyer's agreement [with M/s Ansal Phalak Infrastructure Private Limited]	17.02.2016 (as per page 16 of complaint)
10.	Possession clause	<b>5 Possession of Floor</b> <i>5.1 Subject to clause 5.2 infra and further subject to all the buyers of the floors in the residential colony making timely payment, the company shall endeavour the complete the development of residential colony and the floor as far as possible within 36 months with an extended period of 6 months from the date of execution of</i>

		<i>this floor buyer agreement, subject to the receipt of requisite building/revised building plans...</i> <p style="text-align: right;"><b>[Emphasis supplied]</b></p> (as per page 25 of complaint)
11.	Due date of possession	<b>17.08.2019</b> (Note: the due date of possessions is calculated 36 months from the date of execution of BBA + <b>grace period of 6 months is being granted unconditionally</b> )
12.	Total sale consideration	Rs.1,71,45,747/- (as per clause 3.1 of BBA at page 21 of complaint)
13.	Amount paid against the allotted unit <i>[to M/s Ansal Phalak Infrastructure Private Limited]</i>	Rs.56,09,733/- (as per statement of SBI Bank, Australia at page 38-59 of complaint)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainants have made the following submissions in the complaint:
- i. That the complainants were approached by the respondent, were formerly known as M/s Ansal Phalak Infrastructure Private Limited, in the year of 2011, who informed the complainants about the latest real estate project being developed by them in the name and style of 'Sovereign Floors' and promised that all the required statutory approvals are in place and that possession of the project would be given in the year of 2015. Pursuant to the above-mentioned promises, the complainants and the respondent had entered into an agreement dated 16.11.2011 for purchase of unit no. E2142 GF, 3 BHK at sovereign floor situated at Sector 67, Gurgaon for total consideration of Rs.1,30,52,400/-.
  - ii. That subsequent to the agreement for purchase of the unit in the project 'Sovereign Floors', my client have paid a total sum of Rs.39,53,759/-.

- iii. That when the complainants started enquiring about the possession of the said unit, the respondent, started misguiding my clients that due to an existing dispute over the land of the project, there would be an inordinate delay in giving the possession of the unit booked. The complainants, who felt cheated, made a requested for a refund of the amount that was paid by them to the respondent, however there was no compliance of that request.
- iv. That the respondent had clearly told the complainants that their amount would not be refunded, and the only option left with them is to switch their allotment to another project being developed by the respondent or any other project being built by the same 'Ansal' brand. That having no other option, the complainants agreed to sign another floor buyer agreement dated 17.02.2016 with the respondent in the project developed in the name and style of 'Avante/ Woodwinds, Versalia' for a total consideration of Rs.1,71,45,747/-. The sum previously remitted by the complainant to the respondent, has been reconciled against the new unit, specifically unit no. 3254 GF (3333 SFT), a 4 BHK apartment situated at 'Avante/ Woodwinds, Versalia', in adherence to the terms stipulated in the agreement with the complainant.
- v. That following this change in allotment, the complainants paid one more instalment of Rs.16,55,974.13/- in 2016 for unit no. 3254 GF (3333 SFT), a 4 BHK apartment situated at 'Avante/ Woodwinds, Versalia', bringing the total payment to about Rs.56,09,732.76/-.
- vi. That as per clause 5.1 of the flat buyer agreement signed on 17.02.2016, the possession of the said unit was supposed to be given within 36 months from the date of signing of the said flat buyer agreement, i.e., by 17.02.2019 (plus 6 months grace period). However, as the date of the possession was approaching, the respondent approached the complainant once again in order to misguide them even further by falsely informing them in 2018 that

as per the 'renewed, improvised layout' of the said project, the respondent have reserved unit no. 3422, which is a Duplex on the second floor for the complainant, however no agreement has been signed for the same till date. That once again as the time for possession approached, even the basic structure of the project was not complete hence the possession could not be given in any chance.

- vii. That pursuant to the failure to give possession once again, the complainants again approached your employees with a plea to refund their hard-earned money however once again their demands were not entertained and the staff members even threatened my clients by stating that there is no way that they would be able to get their money back from the respondent.

**C. Relief sought by the complainants:**

4. The complainants have sought following relief(s):
- a. Direct the respondent to refund of the amount received by it in respect of the allotted unit along with interest at the prescribed rate from the date of payment till the date of actual realization.
5. On the date of hearing, the Authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent:**

6. The respondent has contested the complaint on the following grounds:
- i. That the respondent denies each and every assertion, averment, statement, allegation made in the complaint filed by the complainant as false, frivolous, misrepresented, mischievous and vexatious, except for those which are matter of record or are specifically admitted hereinunder.
- ii. That the complainant was originally allotted unit bearing no. E2142, Ground Floor ("Original Unit"), in the project "Sovereign Floors, Esencia" situated at Sector 67, Gurugram by execution of floor buyer agreement dated 16.11.2012 for total sale consideration of Rs.1,30,52,400/-.

- iii. In the year 2015, the complainants approached the answering respondent and requested to adjust the amount of Rs.39,96,102/- paid by the complainants towards original unit and to allot a bigger unit in different project of the answering respondent. In this regard, the complainants have submitted an affidavit dated 08.01.2016.
- iv. The respondent being a customer oriented organization cancelled the allotment of complainants towards original unit and then allotted unit no. 3254, ground floor in the project "The Avante Floors, Versalia" situated at Sector 67, Gurugram. Pertinently, the monies paid by the complainants towards the original unit was returned and later adjusted in the ledger account of the unit no. 3254, ground floor in favour of the complainants.
- v. Accordingly, fresh floor buyer agreement dated 17.02.2016 was executed between the parties, recording the terms of allotment in writing. In terms of the floor buyer agreement dated 17.02.2016, the unit was allotted to the complainant for basic sale price of Rs.1,71,45,747/- and for total sale consideration of Rs.1,81,45,647/-.
- vi. As a matter of record, the complainants have paid a total of Rs.56,52,076/- to the respondent till September 2016. Thereafter, the complainants have not paid any amount to the respondent.
- vii. The complaint is liable to be dismissed qua answering respondent on the following grounds, which are all without prejudice to each other. The Respondent Company was incorporated under the provisions of Companies Act, 1956 in year 2010 by two promoter entities namely Ansal Properties and Infrastructure Ltd and Caliber Properties Pvt. Ltd. with the sole purpose for development, construction and execution of a township on a minimum of 141 acres of developable and licensable land being a part of the Property located at Sector 67 and Sector 67 A, Gurugram.

- viii. Subsequent to the incorporation of the respondent the promoters took investment from several investors for the purpose of development, construction and execution of a township on a minimum of 141 acres of developable and licensable land being a part of the Property located at Sector 67 and Sector 67 A, Gurugram. As a matter of fact, the promoter on behalf of the respondent had undertaken to repay the said investments as per the terms set out in respective investment agreements executed with the Investors. However, the promoters had failed to fulfil their obligations in terms of the said investment agreements.
- ix. As a matter of fact, the promoters being in control of the respondent had misappropriated the assets of the respondent for their personal gain at the cost of Investors, including but not limited to allottee(s) who had invested in the projects of the respondent from 2011 to 2019 to construct their respective Units/Flats/Apartment/Plots after taking approvals from the respective government and statutory authorities.
- x. In order to claim their lawful right under the investment agreements, the investors initiated arbitration proceedings against the promoters and the respondent. The Arbitration Proceedings were conducted before Retd. Justice K.S. Gupta, Sole Arbitrator. During the pendency of said arbitration proceedings, the parties to the arbitration proceedings i.e. the promoters of respondent company, investors and respondent reached a settlement and recorded the terms of settlement in master settlement agreement dated 24.12.2019.
- xi. At the foremost, in order to protect the rights of the investors of the respondent, including the rights of allottee's of different project, it was agreed between the parties that the management of the respondent would be changed and as such the promoters would not be in any manner managing the respondent and as such the investors would be managing the respondent.

Further it was agreed between the parties that pursuant to the fulfilment of the conditions of the MSA, the Investors would become major shareholder of the company.

- xii. That promoters shall keep the respondent fully indemnified against any and all past liabilities, claims, obligations, losses, damages, penalties, actions, judgements, suits, claims against the company.
- xiii. Since, under the management of promoter, the respondent had defaulted in its responsibilities towards the allottee's, and also under of the MSA, the promoter undertook to complete the constructions of the respective projects and settle any claim of the allottees or pay the decretal amount towards the award passed by any court/ tribunal.
- xiv. The promoters had also undertaken to indemnify the respondent under Clause 3.1 of the MSA against any liabilities arising out of action/ decisions taken before the nominee of the Investors are appointed on the board of the respondent. The promoters had also undertaken to indemnify the respondent against any in relation to the first project land (as defined in MSA) including but not limited to the claims of the allottees/customers.
- xv. Pertinently in terms of Clause 1.2 and 4.5 of the MSA, the Promoter No.1 had undertaken to settle all pending litigation matters in relation to the customers of the Project Lands, wherein the company or the First Promoter are parties, pending at NCLT, NCDRC or any other court/forum.
- xvi. The aforesaid facts were duly acknowledged and recorded by this Authority in the registration order dated 30.05.2022 and arbitration award dated 19.05.2023 passed by Retd. Justice K.S. Gupta, Sole Arbitrator.
- xvii. The fact that it is APIL who is responsible for development and construction of the unit and the project where the unit in the captioned complaint is situated is evident from the para 41, 42 and 43 of the Order dated 30.05.2022 passed by this Authority.

- xviii. That Ansal Properties and Infrastructure Ltd. is a necessary party for adjudication of the captioned complaint as the same is liable for delay in constructing the project and payment of compensation to the complainant for delay in handing over the Unit. Furthermore, the respondent is not a necessary party to the captioned complaint as same neither allotted the said unit to the complainant (allotment was done under management of APIL) nor the same is now liable to construct the said Unit or pay any compensation to the complainant. Therefore, the complaint is not maintainable qua the answering respondent. Moreover, the prayer sought by the complainants in the captioned complaint is not maintainable before the Authority as the complainants have not impleaded Ansal Properties and Infrastructure Ltd. a party to the complaint, who is a necessary party to the complaint in the capacity of license holder and registration certificate dated 30.05.2022 of the project. Hence, the captioned complaint is liable to be dismissed in limine for mis-joinder and non-joinder of necessary parties.
- xix. That as per the FBA which is binding between the complainant and the respondent, both have agreed upon their respective liabilities in case of breach of any of the conditions specified therein. That the liability of the respondent on account of delay is specified in Clause 5.4 of the flat buyer agreement and as such the complainant cannot claim reliefs which are beyond the compensation agreed upon by him.
- xx. That the flat buyer agreement delineates the respective liabilities of the complainant as well as the respondent in case of breach of any of the conditions specified therein. In this view of the matter, the complaint is not maintainable in law and is liable to be dismissed in limine.
- xxi. That the complainant has filed the captioned frivolous complaint with false averments, only with a malafide intention to make illegal enrichment at the cost of the respondent.

xxii. In view of aforesaid facts, it is respectfully submitted that the complaint has been filed without any legally justifiable cause of action and is rendered liable to be dismissed with exemplary costs.

7. All other averments made in complaint are denied in toto.

8. Copies of all relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submissions made by parties.

**E. Written submissions made by the complainant:**

9. The complainants have filed written submissions on 22.12.2025 and same are taken record. No additional facts apart from the complaint has been stated in the written submissions

**F. Jurisdiction of the Authority**

10. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**F. I Territorial jurisdiction**

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

**F. II Subject matter jurisdiction**

12. Section 11(4)(a) of the Act, 2016 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)(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 promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

13. 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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
14. Further, the Authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** and 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*** wherein it has been laid down as under:

*"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

15. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to

entertain a complaint seeking refund of the amount and interest on the refund amount.

**G. Findings on objections raised by the respondent:**

**G.I. Objection regarding maintainability of complaint.**

16. The respondent-promoter has raised a contention via filing an application under Section 35 & 37 of the Act, 2016, stating that the present complaint is not maintainable, due to non-joinder of M/s Ansal Properties and Infrastructure Limited, being necessary party.
17. While filing the complaint, the complainants sought relief against M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) being the developer of the project. On failure to fulfil their obligation to complete the project by the due date, the complainants approached the Authority seeking relief to immediately refund the amount received against the allotted unit. However, on 26.03.2025, the complainants have file an amended CRA by impleading M/s Ansal Properties and Infrastructure Limited, as respondent no.3.
18. It is observed by the Authority that the *Hon'ble National Company Law Tribunal, New Delhi Bench, Court-IV*, in company petition bearing no. *CP No.: IB 558(ND)/2024* filed under Section 7 of the Insolvency and Bankruptcy Code, 2016, vide order dated 27.02.2025, has declared a moratorium against M/s Ansal Properties and Infrastructure Limited (respondent no.3 herein) in terms of Section 14 of the said Code and appointed Mr. Navneet Kumar Gupta, as Interim Resolution Professional (IRP).
19. Further during proceedings dated 11.09.2025, the proxy counsel appearing on behalf of respondent no.3 stated that the respondent no.3 is under moratorium proceedings. Further confirms that the respondent no.1 & 2 are not impleaded into the moratorium proceedings.
20. After perusal of various documents placed on the record shows that respondent i.e., M/s Ansal Phalak Infrastructure Private Limited (now known

as M/s New look Builders and Developers Private Limited) is a group company of M/s Ansal Properties and Infrastructure Limited. It is not disputed that the allotment of the unit in favour of the complainants was issued by the respondent no.1 i.e., M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited, respondent no.2) though it is group company of M/s Ansal Properties and Infrastructure Limited. The buyer's agreement with regard to the allotted unit was also executed between the complainants and respondent no.1 *now known as respondent no.2*. Even after allotment and buyer's agreement, demands for various payments were also raised against the allotted unit by the respondent no.1 only and received by it only. Thus, it shows that there is no privity of contract between M/s Ansal Properties and Infrastructure Limited and the complainants and as such the plea of the respondents with regard to non-joinder is devoid of merits and thus, would be justified to not to be required to implead and any direction to it, in the present complaint and it is well settled principle that a person cannot take benefit of its own wrongs.

#### **H. Findings on the relief sought by the complainants.**

**H.I. Direct the respondent to refund of the amount received by it in respect of the allotted unit along with interest at the prescribed rate from the date of payment till the date of actual realization.**

21. Upon consideration of documents available on record and submissions made by both parties. The Authority observes that the complainants have been allotted a unit bearing no. GF-3254 having super area 3333 sq. ft. vide a flat buyer agreement executed on 17.02.2016 between complainants and respondent no.1, for the sale consideration of Rs.1,71,45,747/- against which the complainants have paid Rs.56,09,733/- to the respondent no.1 & 2 herein. By virtue of buyer's agreement dated 17.02.2016, the respondent no.1 (*now known as respondent no.2*) acquired rights inter alia to receive all the payments from the complainant, raised demands from him, issued

letters/receipts etc. in the respect of the said unit. Therefore, the liability to return the said amount lays on it i.e., respondent no.2.

22. In the present complaint, the complainants herein, intend to withdraw from the project and is seeking refund of the entire paid-up amount along with interest, as provided under the proviso to Section 18(1) of the Act. Section 18(1) proviso reads as under.

***"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*

*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."*

***(Emphasis supplied)***

23. Keeping in view the fact that the allottee's-complainant's wishes to withdraw from the project and seeking return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of flay buyer's agreement or duly completed by the date specified therein. Therefore, the present matter is covered under Section 18(1) of the Act of 2016.
24. As per clause 5.1 of the floor buyer's agreement dated 17.02.2016 the unit was to be offered within a period of 36 months with an extended period of 6 months from the date of execution of this floor buyer agreement with the complainant-allottee. Therefore, the due date of possession comes out to be 17.08.2018 (inclusive of 6 months of grace period, being unconditional). The occupation certificate/completion certificate of the project where the unit is

situated is not yet received by the respondent/ promoter. The Authority is of the view that the allottee(s) cannot be expected to wait endlessly for taking possession of the allotted unit and for which they had 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....."*

25. It has come on record that against the sale consideration of Rs.1,71,45,747/-, the complainants have paid an amount of Rs.56,09,733/- to the respondent-promoter. However, the complainants contended that the due date of possession has been lapsed and No occupation certificate has been obtained against the said project by the respondent/ promoter. Hence, in case if allottee wish to withdraw from the project, the respondent/ promoter is liable on demand to return amount received by it with interest at the prescribed rate if it fails to complete or is unable to give possession of the unit in accordance with the terms of buyer's agreement. Further, in the judgment of the Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited Vs. State of U.P. and Ors. 2021-2022(1) RCR (c), 357** 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, it was 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."*

26. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottees as per agreement for sale under Section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottees, as they wish to withdraw from the project, without prejudice to any other remedy available, to return the amount received by it in respect of the unit with interest at such rate as may be prescribed.
27. There has been an inordinate delay in the project which cannot be condoned. Thus, in such a situation, the complainants cannot be compelled to take possession of the unit and they are well within right to seek refund of the paid-up amount with interest.
28. This is without prejudice to any other remedy available to the allottee including compensation for which allottee may file an application for adjudging compensation with the adjudicating officer under Sections 71 & 72 read with Section 31(1) of the Act of 2016.
29. **Admissibility of refund along with prescribed rate of interest:** The Section 18 of the Act read with Rule 15 of the Rules provide that in case the allottee intends to withdraw from the project, the respondent shall refund of the amount paid by the allottee in respect of the subject unit with interest at prescribed rate as provided under Rule 15 of the Rules. 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 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."*

30. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
31. 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., 16.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
32. The definition of term "interest" as defined under Section 2(z)(ii) of the act provides that the interest payable by the promoter to the allottee shall be 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, ...*
33. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent no.2 is established. Therefore, the Authority hereby directs the respondent no.2 to return the amount received by it i.e., Rs.56,09,733/- with interest at the rate of 10.80% (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*.

**I. Directions of the Authority:**

34. Hence, the Authority hereby passes this order and issues the 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):

- a. The respondent no.2 namely M/s New Look Builders and Developers Private Limited (Earlier known as M/s Ansal Phalak Infrastructure Private Limited) is directed to refund the entire amount i.e., Rs.56,09,733/- received by it from the complainants along with interest at the rate of 10.80% p.a. 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.
- b. A period of 90 days is given to the respondent no.2 to comply with the directions given in this order and failing which legal consequences would follow.

35. Complaint as well as application, if any, stands disposed off, accordingly.

36. File be consigned to the registry.

  
**(Phool Singh Saini)**  
Member

  
**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 16.12.2025**