



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	297 of 2025
Date of filing:	28.03.2025
First date of hearing:	12.05.2025
Date of decision:	06.04.2026

M/S Sarvo Technologies Limited,

Plot no. 836-837, Sector-69, IMT Faridabad-121004, Haryana

through its authorised representative Sh. Pawan Gulati (Account Manager),
Sarvo Technologies Limited, Faridabad.

.....COMPLAINANT

Versus

Haryana State Industrial and Infrastructure Development

Corporation Ltd. Through its Managing Director

Regd. Office: C-13&14, Sector-6, Panchkula-134109.

.....RESPONDENT

Present: - Adv. Shvetsanshu Goyal, counsel for the complainant, through
VC.

Adv. Tarun Gupta, counsel for the respondent.

ORDER (NADIM AKHITAR-MEMBER)

1. Present complaint has been filed by the complainant on 28.03.2025
under Section 31 of the Real Estate (Regulation & Development) Act,

2016 (hereinafter referred as RERA Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

B. FACTS OF THE COMPLAINT

2. Following submissions are made by the complainant in its complaint dated 28.03.2025 which are as follows:

- (i) That the complainant company applied for allotment of one industrial plot for setting up an industrial unit. On 01.10.2014, the complainant company was allotted Plot No. 838, Sector-69 at Industrial Model Township Faridabad measuring 1950 Sq. Meter vide allotment letter dated 01.10.2014 bearing reference number HSIIDC:RLA2014OCT00124 and the total cost of the plot was ₹2,26,20,000/-. Complainant paid an amount of ₹3,56,49,180/- including enhanced price, interest, penal interest and extension fee. Copy of the allotment letter dated 01.10.2014 is attached as Annexure C-2.
- (ii) Complainant duly paid 25% of the price of the plot at the time of the allotment as per procedure and the remaining 75% was to be paid in 8



equal half-yearly installments with interest @12% per annum on the balance outstanding. As per the allotment letter there was a penal interest of 15% per annum in case of default of payment of installments. Further as per the terms of allotment, the complainant was required to implement the project over the plot in question within a period of three years from the date of offer of possession or actual possession of the industrial plot, whichever is earlier.

- (iii) That the complainant intended to setup its unit on the said plot, hence the complainant requested the respondent to hand over the actual and physical vacant possession at the site to the complainant. The plot in question was demarcated at the site by the officials of the respondent and the physical possession was handed over to the complainant company at the site on 30.03.2015 vide letter Memo No. HSIIDC:CO:IMT:FBD:2015:879. Copy of possession certificate dated 30.03.2015 is attached as Annexure C-3.
- (iv) That since the complainant wanted to raise construction over the plot for implementation of the project, hence the complainant submitted the drawings of building plan on 08.07.2015 with the respondent and deposited the requisite fee of ₹15,000/- and ₹33,500/- with the total amounting to ₹48,500/-. Copy of submission of drawing letter dated 08.07.2015 duly received by respondent is annexed as Annexure C-4.



(v) That the complainant thereafter started raising construction over the plot, however vide letter no. HSIIDC:STATE:2015:6525 dated 30.11.2015 received through speed post on 06.12.2015 by the complainant, the complainant was requested to appear before the Estate Management Committee on 15.12.2015 alleging that the complainant was raising construction on the plot not allotted to the complainant. Complainant was shocked to receive the said letter as the construction was being raised by the complainant only on the land demarcated and handed over to the complainant by the officials of the Opposite Party stating it to be Plot No.838, Sector-69, Faridabad. Copy of letter dated 30.11.2015 is attached as Annexure C-5.

(vi) That complainant appeared before the Estate Management Committee on 15.12.2015 and the officials of the respondent unequivocally admitted and acknowledged that mistake had been committed on the part of their officials while demarcating the plot and handing over the possession to few plot holders including the complainant and the complainant was advised not to raise construction over the plot which had been handed over to the complainant till the time the matter was resolved by the respondent. Further, the complainant was asked to give consent for change of plot no. 838 to plot no. 836. Complainant was left with no other option but to accede to the demand of the respondent and as such the consent letter was issued by the complainant company on



18.12.2015 itself by the respondent. Copy of consent letter dated 18.12.2015 is attached as Annexure C-6.

(vii) Thereafter, the complainant kept on requesting the respondent to issue fresh letter of allotment in respect of Plot No. 836 Sector-69, Faridabad in terms of letter dated 18.12.2015, so that fresh building plan could be submitted in respect of plot no. 836 and the construction could be raised but the respondent kept on putting off the complainant without any rhyme and reason. On 22.06.2016, the complainant wrote a letter to the respondent requesting them to issue new letter of allotment in respect of plot no.836 as without there being any letter of allotment building plan could not be submitted and construction could not have been carried out. Copy of request letter dated 22.06.2016 is attached as Annexure C-7.

(viii) That inspite of receipt of consent letter from the complainant for the change of plot on 18.12.2015 and despite various requests made by the complainant, the respondent did not pay any heed to the requests of the complainant. The respondent took almost 10 months for issuance of letter confirming the new plot number 836, Sector-69, IMT Faridabad to the complainant and eventually on 03.10.2016 vide letter number HSIIDC:ESTATE:2016:1319, the complainant was informed that the respondent has now been allotted Plot No.836, measuring 1950 Sq. Meters in Sector-69, IMT Faridabad in place of allotted plot no. 838,



Sector-69, IMT Faridabad. It was informed vide this letter that as regards change in date of offer of possession, the Corporation has sought certain information from field office Faridabad, thus it would be dealt upon receipt of requisite information and decision will be conveyed accordingly thereof. Copy of letter dated 03.10.2016 is attached as Annexure C-8.

(ix) That despite there was gross negligence and deficiency in service on part of the respondent, respondent rather than waiving the interest on installments due, from the date of possession certificate, i.e., 30.03.2015 upto the date of change of plot on 03.10.2016, imposed penal interest @15% per annum on the delayed installments which was in fact delayed on account of the callous attitude of the respondent. Not only this but respondent also imposed extension fee on the complainant on account of default in implementing the project within 3 years from the date of offer of possession treating the date of offer of possession to be 01.10.2014 whereas the change of plot letter was issued by the respondent only on 03.10.2016. Under no circumstances the respondent ought to have charged any interest or penal interest for the period 30.03.2015 to 03.10.2016 during which the complainant was compelled to live under the dilemma as to on which plot he has to raise construction, due to the gross negligence and deficiency in service on



the part of the officials of respondent, as they had demarcated a wrong plot and handed over the possession of a wrong plot to the complainant.

- (x) That the complainant was compelled and coerced to submit fresh building plans in respect of plot no. 836 after the letter for change of plot was issued by the respondent and eventually had to pay requisite fee of ₹48,500/- again to the respondent and not only this the complainant also had to spend ₹2,30,850/- for getting the necessary plans prepared from the architect again. Complainant was issued bill bearing no. 001 dated 09.07.2015 amounting to ₹2,56,500/-. Complainant company paid an amount of ₹2,30,850/- (after deducting 10% on account of TDS) vide voucher no. 498 dated 30.09.2015. Copy of the bill bearing no. 001 dated 09.07.2015 issued by Brij India Architects, F-89, Green Park, New Delhi is attached as Annexure C-9.
- (xi) That respondent have illegally charged extension fee as well as interest and penal interest even for the period 30.03.2015 to 03.10.2016 from the complainant. The respondent was not liable to charge interest as well as penal interest during intervening period of 30.03.2015 to 03.10.2016 and also the extension fee could not have been imposed upon the complainant company as the delay had been caused due to the gross negligence and deficiency in service on part of respondent themselves. That by charging interest, penal interest and extension fee, the respondent has also indulged in unfair trade practice and has caused




loss not only in monetary terms but has also cause great mental tension and harassment to the complainant.

- (xii) That the complainant was made to pay interest total amounting to ₹36,25,310/- for the period 30.03.2015 to 03.10.2016 and was also made to pay penal interest alleging it to be on account of default period amount to ₹6,03,226/- and also an amount of ₹7,74,044/- on account of extension fee illegally and unlawfully without any fault on the part of the complainant. The total amount, which the respondent has illegally charged from the complainant turns out to be approximately ₹50,02,580/-.
- (xiii) That since the occupation certificate was to be obtained by the complainant after completing the requests formalities in order to implement its project and thereafter run its business, the complainant deposited the illegally demanded interest and penal interest as well as extension fee with the respondent under protest. Now, the respondent is liable to refund the same to the complainant alongwith compound interest @15% per annum to be compounded half yearly which is rate at which complainant was made to pay interest alleging that the complainant defaulted in making payment of the installments, whereas the delay has always been on the part of the respondent.
- (xiv) That complainant has been requesting the respondent since the year 2016 to waive off the interest for the period 30.03.2015 to 03.10.2016



and also to treat the date of possession as 03.10.2016 for the purposes of implementation of project but the respondent have failed miserably to do so without any cause or justification. The complainant wrote letters dated 22.06.2016 and 12.10.2016 requesting the respondent to amend the terms and conditions for payment dues. The letter dated 12.10.2016 was received in the office of the respondent on 14.10.2016 and hence was duly acknowledged by them. Copies of letters dated 22.06.2016 and 12.10.2016 are attached as Annexure C-10 and C-11. Again a similar request was made by the complainant vide letter dated 22.05.2017 to waive off the interest and the same was received and acknowledged by the respondent on 23.05.2017. A copy of letter dated 22.05.2017 is attached as Annexure C-12. Thereafter, the complainant wrote a letter dated 23.06.2017 to waive off the interest, the respondent did not pay any heed to the same. A copy of letter dated 23.06.2017 is attached as Annexure C-13. Complainant submitted a letter dated 25.10.2018 requesting the authorities to grant him an opportunity of personal hearing in order to settle the matter, however the request of the complainant was not met with by the concerned authorities. Letter dated 25.10.2018 was received in the office of respondent on 26.10.2018 and therefore was duly acknowledged by them. Again a similar request was made by the complainant vide letter dated 12.11.2019, however no



action on the same was taken by the respondent. A copy of letter dated 12.11.2019 is attached as Annexure C-14.

(xv) Complainant also submitted one application dated 04.05.2020 to ACS Industries, Govt. of Haryana requesting the above to advice the respondent to grant an opportunity of personal hearing to the complainant, however no action was taken on the same. A copy of letter dated 04.05.2020 is attached as Annexure C-15. The complainant also made a request to MD, HSIIDC for waiver to interest and extension fee levied by respondent. The above said letter were sent through registered post vide postal receipts dated 21.07.2020 and hence was duly received by their office, however no action was taken on the same. A copy of letter dated 21.07.2020 is attached as Annexure C-16.

(xvi) That the complainant has deposited the final amount towards the cost of plot, interest, penal interest etc under compelled circumstances on 09.04.2019 and intimation in this regard was sent to the respondent vide letter dated 09.04.2019 dully received in office of respondent on 12.04.2019. Thereafter one letter dated 12.11.2019 for waiver was sent by the complainant to ACS Industries, Govt. of Haryana and reminder letter was sent on 04.05.2020 but when no satisfactory reply was received by the complainant, the complainant has left with no other option but to file a complaint before this Hon'ble Authority. Copy of letter dated 09.04.2019 is being attached as Annexure C-17.



(xvii) That complainant also approached the CM Grievances Redressal System, Haryana vide representation dated 29.10.2020 for redressal of his grievances however the concerned authority closed the complaint of the complainant company on illegal and erroneous consideration. A copy of the Action Taken Report dated 18.11.2020 is attached as Annexure C-18.

(xviii) That the respondent are trying to impute fault upon the complainant by alleging that the complainant undertook construction without proper demarcation of boundaries pertaining to the above mentioned plot nos. The complainant was initially allotted Plot Nos. 837 and 838 by the respondent. The respondent wrongly demarcated Plot No.837 and 838 as Plot No.836 and 837. The respondent in accordance to their own mistake and wrong demarcation allotted plot No.838 to the complainant which was actually plot No.837 as per the late version given by the respondent. As per the story of the opposite party/respondent this mistake came to light only after two and a half years, when the allottee of Plot No. 836 approached the respondent to take possession of his allotted plot. It was at this juncture that the respondent realized their mistake that they had critically done a wrong demarcation. The erroneous marking of the said Plots were entirely attributable to the respondent's negligence in conducting proper demarcation before handing over possession. In an attempt to rectify their error, the



respondent sought to reallocate Plot No. 834 to the allottee of Plot No. 835 and further issuing a consent letter dated 18.12.2015 to the complainant wherein the complainant was asked to give consent for change of plot no. 838 to plot no. 836. Rather than acknowledging their mistake by virtue of contents of consent letter, the respondent tried to shift the onus upon the complainant. The complainant, having taken possession in good faith based on the respondent's own markings, was placed in an unjust and prejudicial position due to the erroneous conduct of the respondent. Furthermore, the delay in the allotment of the complainant's plot was solely attributable to the respondent's own negligence and mistake. However, instead of rectifying their error in a fair and just manner; the respondent has arbitrarily imposed additional charges

C.RELIEFS SOUGHT

3. Complainant has sought following reliefs :

- (i)The complaint of the complainant may kindly be allowed as prayed and the Opposite Party may be directed to refund an amount of ₹50,02,580/- which the Opposite Party have illegally charged from the complainant on account of interest, penal interest and extension fee alongwith compound interest @ 15% p.a. to be compounded half yearly from date of payment till refund.



- (ii) The Opposite Party may also be directed to pay damages on account of loss of business, mental tension, agony and harassment to the tune of ₹1,00,00,000/- to the complainant.
- (iii) The Opposite Party may also be directed to pay an amount of ₹48,500/- which the complainant had to pay again on account of building plan approval fee and ₹2,30,850/- which the complainant had to pay to the Brij India Architect for preparation of building plan to the complainant.
- (iv) The Opposite Party may also be directed to pay litigation expenses of ₹1,10,000/- to the complainant.
- (v) Any other relief which this Hon'ble Authority deems fit and proper may also be awarded in favour of the complainant and against the Opposite Party.

D. REPLY ON BEHALF OF RESPONDENT

4. Following submissions are being made by the respondent in his reply dated 21.08.2025 which are as follows:

- (i) That the complainant did not come to this Authority with clean hands and has suppressed the true and material facts from this Hon'ble Authority, hence the complainant is not entitled for any relief. As a matter of fact, the complainant was allotted plot no.838, Sector-69 measuring 1950 sq. mtr. vide RLA dated 01.10.2014 with offer of possession. After depositing of 25% of plot cost, an agreement dated



28.11.2014 had been executed between the complainant and HSIIDC. Thereafter vide letter dated 06.02.2015, the complainant requested for physical possession of the allotted plot. The possession of the plot was provided on 30.03.2015. Thereafter, the complainant submitted the building plan vide letter dated 05.10.2015 which was forwarded to the Divisional Town Planner for further necessary action. However, at the time of inspection, it was found that the allottee of plot no.837 and 838 had constructed RCC boundary wall around plot no.836 and 837 without taking the demarcation from IA Division of the Corporation. Accordingly, the allottees, vide email letter dated 08.12.2015 were informed to appear before the Estate Management Committee for resolution of the issue (Annexure R-1). During the meeting, it was recommended by the committee that the allottees may be requested to shift their allotted plot as per their respective RLAs and a mutual settlement for compensation may be resolved at their level. In this regard, the allottee of plot no.839, plot no.841, plot no.835, plot no.836 had submitted their consent with complainant for change of their plot (Annexure R-2 collectively). Accordingly, the Corporation vide letter dated 03.10.2016, changed the plot no.838 to 836, Sector-69, IMT Faridabad. Meanwhile, the Corporation enhanced the cost of the plot the rate of ₹2,312/- per sq. mtr. after adjusting ₹1,600/- per sq. mtr. owing to the enhancement of the compensation of the acquired land



where IMT Faridabad is planned and developed and the enhancement in the cost of the plot was demanded from the allottee of the Industrial plots in IMT Faridabad including the complainant vide letter dated 19.06.2017.

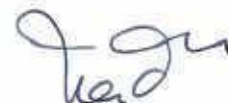
- (ii) Moreover, allottees requested for waiver of interest, however the same was not acceded to as the allottees was allowed to retain the same plot on which the allottee had started construction on the plots that too without taking demarcation from the Corporation. Further, while submitting consent to change of plots the allottees agreed to comply the other terms and conditions of the earlier issued RLA and accordingly the waiver of interest was not granted to the allottees.
- (iii) That the complainant has already instituted one complaint bearing no. 29 of 2021 before the Ld. State Consumer Commission, Haryana on similar set of facts. Despite specific directions by this Ld. Authority, the complainant has not withdrawn the aforesaid complaint. As of now, the same has been dismissed for non-prosecution. Thus the same can be revived by the complainant. Thus the present complaint cannot be entertained and is liable to be dismissed.
- (iv) It is admitted to the extent that the complainant requested to hand over the actual physical possession of the plot. However, the construction of the plot was done by the complainant without demarcation of the concerned Division of the Corporation.



- (v) That the possession of the plot by the allottee on the wrong plot by the allottee came to knowledge when the possession to the owner of plot no.835 could not handed over. Infact it was found of that possession of the allotted plot no.836, 837, 838 were handed over to three allottees except plot no.834 and 835. It was observed that the allottee of plot no.836 has shifted its location to plot no.835 and constructed a boundary wall and part of internal building. Allottee of plot no.838 had shifted to plot no.836 and constructed a RCC boundary wall and the location of the complainant, i.e., allottee of plot no.838 has shifted to location of plot no.837 and constructed a RCC boundary wall. The matter was taken up by the Estate Management Committee in its meeting and it was decided that the plot no.836 should be changed to 835, and plot no.838 to plot no 836, and plot no.835 to 838 with the consent of the respective allottees. Complainant submitted its consent letter dated 18.12.2015 and accordingly the plot number was changed. The change was conveyed to allottee vide letter dated 03.10.2016 subject to the condition that the other terms and conditions shall remain unchanged.
- (vi) That the Corporation after detailed deliberation and taking consent from the allottees decided to change the plot of the complainant from 838 to 836.



- (vii) It is specifically denied that there is deficiency or negligence in the services of the Corporation. That the possession of the plot was already with the complainant which was taken by the allottee without demarcation. The Corporation only issued a letter to change the plot no. to accommodate the complainant.
- (viii) That Corporation has facilitated the complainant to retain the plot no. 836 on which it had wrongly started construction. Further, the penal interest was imposed on the delayed payment installments by the complainant. The fact is that the installment was to be paid for the cost of plot which was duly handed over to the complainant. The complainant had started the construction since year 2015 when the possession was handed over the complainant. That the complainant was allotted plot no.838 with offer of possession and another entity namely M/s Divyam Exim Pvt. Ltd., the entity of same management as of the complainant was allotted plot no.837. Further, the Corporation also facilitated both the parties to retain their respective plots. Therefore, there is no default in the part of Corporation and the request for waiver of interest was declined.
- (ix) That the change of plot was done vide letter dated 03.10.2016 wherein it was specifically mention that the terms and conditions of RLA shall remain unchanged. Further, the complainant requested to clubbing the plot no.836 to 837, Sector-69 vide letter dated 09.08.2018, which was



replied vide letter dated 04.09.2018 wherein it was requested to the complainant to deposit the extension fees apart from other documents (Annexure R-3). The possession of the plot was with the complainant and the complainant, vide letter dated 18.10.2016, requested for joining of plot no.837 and 836 which effect the zoning of plots and accordingly the complainant was requested to submit a fresh building plan.

- (x) The possession of allotted plot was with the complainant, the complainant started construction without the demarcation of the plot and had accepted that the terms of RLA which shall remain same as per the condition of RLA and EMP. The complainant was required to implement the project within the stipulated period which the complainant failed to do so. Hence, the extension fees were charged.
- (xi) The extension fees is charged from the period of October 2016 to April 2018 as the allottee has failed to implement the project within the stipulated time. Further, the other interest was charged on enhanced cost of the plot as per the terms and conditions of allotment and provisions of EMP.
- (xii) It is specifically denied that the Corporation had made illegal demand of extension fee or any interest thereon. The Corporation had demanded the outstanding as per the terms and conditions of allotment as well as the provision of applicable of EMP.



- (xiii) That the possession of the plot is with the complainant since 30.03.2015. The complainant in fact, had started the construction in the plot where complainant had the possession. The request of the complainant was considered and denied by the EMC which was informed to the complainant vide different letters dated 06.08.2018, 04.09.2018, 30.04.2019 (Annexure R-4 collectively).
- (xiv) It is incorrect that the complainant also approached the CM Grievances Redressal System, Haryana vide representation dated 29.10.2020 for redressal of his grievances. However, the concerned authority closed the complaint of the complainant company on illegal and erroneous consideration. Complainant be put to strict proof for the averments made in this regard.
- (xv) It is denied that the erroneous marking of the plots were entirely attributable to the respondent negligence in conducting proper demarcation before handing over possession. It is denied that the delay in the allotment of the complainant's plot was solely attributable to the respondent own negligence and mistake. It is denied that respondent has arbitrarily imposed additional charges, including interest for the period, 30.03.2015 to 03.10.2016, penal interest and extension fee from the complainant, which is totally unjust and illegal in the eyes of law as it is a well settled principle of law that no person can be permitted to benefit from their own wrong



**E. REJOINDER AND WRITTEN ARGUMENTS FILED BY THE
COMPLAINANT**

5. Complainant has reiterated the pleadings of complaint in its replication dated 02.02.2026 and written arguments dated 24.02.2026, which are not reproduced for the sake of repetition.

**F. ARGUMENTS OF LEARNED COUNSEL FOR
COMPLAINANT AND RESPONDENT:**

6. Detailed arguments stand recorded in the order dated 02.02.2026 and are not reiterated herein for the sake of brevity and to avoid repetition. Vide order dated 02.02.2026, both the parties were directed to place on record written submissions regarding the disputed amount. Respondent was directed to give break up of amounts being sought from the complainant including how much is the principal amount, how much and at what rate interest is being charged and for how much time period. The said information be filed before **25.02.2026** with copy supplied to each other.
7. As per office record, complainant had filed the written arguments along with calculations on 24.02.2026 and same is taken on record. Respondent had filed written submissions along with calculations on 30.03.2026 and same are taken into consideration.



8. Today, Counsel for the respondent reiterated the submissions made in written arguments. When the case was called up, no one appeared on behalf of complainant. Later on, Mr. Shvetanshu Goyal, counsel for the complainant appeared and requested to mark his presence. His request is accepted.

G. ISSUE FOR ADJUDICATION

9. Whether complainant is entitled for refund of ₹50,02,580/- which the respondent has charged from the complainant on account of interest, penal interest and extension fee alongwith compound interest @15 p.a to be compounded half yearly from date of payment till refund.

H. OBSERVATIONS AND DECISION OF AUTHORITY

10. The Authority has carefully examined the documents placed on record. It has considered the pleadings of the parties, perused the case file, and heard the submissions made by the learned counsel for both the complainant and the respondent. At the outset, it is observed that it is an admitted fact on record that the respondent allotted Industrial Plot No. 838, Sector-69, IMT Faridabad to the complainant on 01.10.2014 for a total sale consideration of ₹2,26,20,000/- Against this, the complainant paid an amount of ₹3,56,49,180/-, and possession of the plot was handed over on 30.03.2015. Thereafter, vide letter dated 30.11.2015, the respondent informed the complainant



that, as per information received from the Field Office, Faridabad, the complainant had raised construction on a plot not allotted to him. In this regard, the complainant was requested to appear before the Estate Management Committee on 15.12.2015. Complainant appeared before the said Committee and alleged that the officials of the respondent admitted that a mistake had been committed on their part while demarcating the plots and handing over possession to certain plot holders, including the complainant. After meeting with the officials of the respondent, complainant requested and submitted a consent letter dated 18.12.2015 for the change of plot. It is thus evident on record that the complainant gave consent for the change of plot from No. 838 to No. 836. Subsequently, upon the complainant's request, the respondent issued a fresh regular letter of allotment dated 03.10.2016 for Plot No. 836, measuring 1950 sq. meters in Sector-69, IMT Faridabad, on the same terms and conditions as the earlier allotment dated 01.10.2014.

11. Thereafter, the complainant requested the respondent to waive the interest and extension fees levied, vide letters dated 22.05.2017 and 23.06.2017. The complainant also approached the Additional Chief Secretary (ACS), Industries, Government of Haryana on 12.11.2019, and the Managing Director, HSIIDC on 21.07.2020. Further, the complainant approached the CM Grievances Redressal System,



Haryana, vide representation dated 29.10.2020. A perusal of the report reveals that the complainant's case was declined twice by the competent authority, and it is also recorded that the complainant expressed satisfaction as per point no. 6 wherein it is recorded that **citizen is satisfied**. Also report at page no. 77-80 attached with complaint file shows that *"since the construction was started on the plots, with view to resolve the problem caused by the construction on wrong plots by the allottee and its sister concern the plots were changed with the consent of allottee. By this change of plots, the allottee was facilitated to retain plot no. 836, on which it had wrongly started construction."* And the request of the allottee for waiver on interest from 01.10.2014 to 02.10.2015 and counting implementation period of three years for date of change of plot is devoid of any merit and it is recommended to decline the same.

In the present case, the conduct of the complainant assumes significance. The record clearly establishes that the complainant voluntarily consented to the change of plot. The plea that such consent was obtained under coercion or undue influence remains unsubstantiated, as no documentary evidence has been produced to support such an allegation. In the absence of proof, such a plea cannot be accepted. The burden to establish the existence of coercion or undue



influence factors lies upon the party alleging the same. In the present case, the complainant has failed to discharge this burden.

12. Moreover, the principle of **acquiescence and estoppel** squarely applies. Having knowingly given consent for the change of plot and having accepted the fresh allotment without protest, the complainant cannot now be permitted to approbate and reprobate. Additionally, the complainant continued to pursue remedies before various authorities seeking waiver of interest and extension fees, thereby affirming the revised allotment. Such conduct further reinforces the conclusion that the complainant had accepted the change of plot without reservation. It is also a settled principle of law that administrative or contractual reliefs such as waiver of interest or extension fees are governed by the terms of allotment and applicable policy. In the absence of any arbitrariness, illegality, or violation of statutory provisions, such decisions taken by the competent authority do not warrant interference.

13. Also, vide order dated 02.02.2026, after hearing the arguments at length, both parties were directed to place on record their written submissions with specific reference to the disputed amount. Respondent had filed the requisite details as directed by the Authority. On the other hand, though the complainant has filed



certain submissions, the same suffer from deficiencies. The documents placed on record by the complainant are neither duly certified by any authorized signatory nor do they disclose a clear and cogent break-up of the disputed amount. It is noteworthy that the complainant has claimed refund of an amount of ₹50,02,580/-, however, the basis of arriving at the said figure has not been disclosed anywhere in the complaint or supporting documents. No documentary proof of payments has been annexed to substantiate when and how the alleged payments were made to the respondent.

14. The complainant has merely asserted that a sum of ₹36,25,311/- pertains to interest, ₹7,74,044/- towards extension fee, and ₹6,03,226/- towards penal interest. However, no justification, calculation sheet, applicable rate of interest, period of levy, or supporting documentary evidence has been furnished to substantiate these claims. In the absence of such material particulars, the claim is vague, unsubstantiated, and liable to be rejected at the threshold, being incapable of judicial determination. Further, it is an admitted position on record that both the consent for change of plot as well as the payments made were voluntary and without any protest on the part of the complainant. In law, any payment made voluntarily and without protest cannot subsequently be challenged or reclaimed, being hit by the doctrine of acquiescence and waiver. The

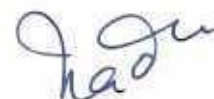


complainant, having consciously accepted the terms and acted upon them, is estopped from raising objections at this belated stage. It is also pertinent to note that the allottee has been in possession of the plot in question since 30.03.2015, thereby establishing that the complainant has been enjoying the property for the last ten years without interruption. Such long, uninterrupted possession further reinforces the position that the complainant has accepted the contractual liabilities in its entirety and has derived continuous benefit therefrom.

15. Moreover, due to the conduct of the complainant in raising a boundary wall/construction on a different plot, the respondent was constrained to accommodate him by making necessary revisions to the layout/zoning plan. A copy of the revised zoning plan was duly furnished to the complainant. It is submitted that a party cannot be permitted to take advantage of its own wrong, and the complainant's conduct disentitles him from seeking any equitable relief.

16. Further levy of extension fee and enhancement did not arise on account of the change of plot. Rather, the same were imposed strictly in accordance with the terms and conditions of the allotment letter, which constitutes a binding contract between the parties.

17. Complainant has also taken the possession of the allotted plot and continues to retain the same. At this stage, the Authority proceeds to



examine the entitlement of the complainant to the relief sought. The complainant has primarily sought refund of the alleged excess amount and in this regard reliance placed on Section 18 of the Real Estate (Regulation and Development) Act, 2016.

“Section 18- Return of amount and compensation.

(1) 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.”



In this regard, it is pertinent to note that Section 18 of the Act provides for refund of amount in cases where the promoter fails to complete or is unable to give possession of the property in accordance with the terms of the agreement. However, in the present case, it is not disputed that possession has already been handed over to the complainant, and the same has been accepted without protest. The Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh* has clarified the scope of Section 18 of the Act, holding that refund is primarily attracted in cases of failure to deliver possession or breach of obligations by the promoter. Where possession has been duly offered and accepted, the allottee cannot seek refund as a matter of right unless a clear case of illegality or deficiency is established. In the present case, not only has possession been taken, but the complainant has also failed to substantiate the claim of excess payment with any credible evidence. The absence of documentary proof, lack of calculation details, and failure to comply with directions of this Authority further weaken the case of the complainant. Accordingly, this Authority finds that the complainant has failed to establish any legal or factual basis for claiming refund of the alleged amount.



18. In view of the above discussion, the Authority is of the considered opinion that the complainant has failed to establish any illegality or deficiency on the part of the respondent. The claim for waiver of interest and extension fees, as well as the prayer for recalculation of the implementation period, is devoid of merit and does not deserve to be allowed.

19. Relief under clause (iii) cannot be granted by the Authority as same devoid of merits and is not maintainable under RERA Act of 2016.

20. The complainant is seeking compensation of ₹1,00,00,000/- on account of mental agony, harassment, tension and on account of loss of business. Further, ₹1,10,000/- on account of litigation expenses. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.



Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

21. In view of aforesaid observations, this Authority is of the considered view that the complainant has failed to establish its case, therefore, Authority decides to dispose of the captioned **complaint as dismissed** on the ground mentioned above. Hence, the complaint is accordingly **disposed of** as dismissed in view of above terms.

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



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NADIM AKHTAR
[MEMBER]