HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	**101 of 2024**
Date of Filing:	**18.01.2024**
Date of First Hearing:	**19.02.2024**
Date of Decision:	**10.04.2026**

1. Aanchal Dhingra W/o Sh. Shankar Dhingra
C-45, Ist Floor, Lane No.2,
Mahendru Enclave Azadpur,
Model Town, North West Delhi-110033.

2. Nisha Dhingra W/o Sh. Pankaj Dhingra
C-45, Ist Floor, Lane No.2,
Mahendru Enclave Azadpur, N.S. Mandi
Model Town, North West Delhi-110033.

....COMPLAINANT(S)

VERSUS

M/s TDI Infrastructure Pvt. Ltd. through its Managing Director,
Mahindra Tower 2A Bhikaji Cama Palace
2nd Floor, New Delhi-110066. ....RESPONDENT(S)

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

Hearing: 10th

Present: - Mr. Ramesh Malik, Advocate, for the Complainants through VC.
Mr. Shubhnit Hans, Advocate, for the Respondent.

ORDER:

The present complaint was filed on 18.01.2024 by the complainants under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation and 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.

A. UNIT AND PROJECT RELATED DETAILS:

2. The particulars of the project, the details of sale consideration, the 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	TDI City, Kundli , Sonipat
2.	RERA registered/not registered	Un-registered.
3.	Unit No.(plot)	E-131

4.	Unit area	250 sq. yds. (209.03 sq. mts.)
5.	Date of Allotment in favour of Original Allottee	27.09.2005 as per receipt issued to Mr. Vipin Sharma
6.	Date of Allotment/Endorsement in favour of Complainants	10.12.2005 as per letter of allotment
7.	Date of Builder Buyer Agreement in favour of complainants	23.08.2007
8.	Due Date of Offer of Possession	Not mentioned in pleadings
9.	Possession Clause	Not mentioned in pleadings
10.	Total Sale Consideration	₹19,02,500/-
11.	Amount Paid by the Complainant	₹17,46,750/- (As per statement of account dated 25.09.2023)
12.	Offer of Possession	Not available.

B. FACTS OF THE COMPLAINT:

3. Brief facts of the case are that the complainants invested their hard-earned money with the respondent for the purchase/booking of a plot in the project namely "TDI City", Kundli, Sonepat, Haryana. Pursuant thereto, Plot No. E-131, measuring 250 sq. yds. (209.03 sq. mts.), was allotted to the complainants at the rate of ₹6,200/- per sq. yd. A true copy of the Allotment Letter dated 10.12.2005 is annexed herewith as Annexure C-2. The respondent approached the complainants personally as well as through its authorised representatives and

induced them to purchase a unit in its project namely "TDI City", Kundli, Sonepat, Haryana. Relying upon representations made by the respondent, the complainants agreed to purchase the aforesaid plot on 27.09.2005. Subsequently, a Plot Buyer Agreement dated 23.08.2007 was executed between the complainants and the respondent. The said Agreement contained several one-sided and unfair clauses. However, the respondent, being in a dominant position, compelled the complainants to execute the same under the threat of forfeiture of the amounts already paid. At the time of execution of the Agreement, the complainants had already paid a sum of ₹8,73,750/- to the respondent.

4. It is further submitted that the complainants purchased the said plot from a third party, namely Vipin Sharma and were assigned all rights and liabilities under the Agreement dated 23.08.2007. A true copy of the Plot Buyer Agreement is annexed herewith as Annexure C-3. The respondent failed to disclose essential details in the Agreement, including the arrangements entered into with the landowners and the licence number approved by the DTCP. Taking advantage of its dominant position, the respondent imposed arbitrary and unilateral terms upon the complainants. Thereafter, the respondent raised periodic demands, which were duly paid by the complainants. In total, the complainants have paid an amount of ₹17,46,750/-. The Statement of Account dated 25.09.2023 and the relevant receipts are annexed herewith as Annexure C-4 and Annexure C-5 (Colly), respectively.

5. It is further submitted that the respondent also collected EDC/IDC charges under separate heads, purportedly for deposit with the Government of Haryana. However, the same have not been deposited with the concerned authorities. Despite receiving the aforesaid amount, the respondent has failed to complete the development and deliver possession of the plot to the complainants till date. Not only is the allotted plot incomplete, but the entire plotted residential colony, along with the promised common amenities as advertised in the brochure, remains undeveloped. Due to the conduct of the respondent, the complainants have suffered financial loss, mental harassment and hardship despite having no fault. Therefore, the complainants have approached this Authority seeking relief.

C. RELIEF SOUGHT:

6. The complainants in their complaint has sought the following reliefs:

i. To direct the respondent to hand over the actual physical possession of the plot in question.

ii. To direct the respondent to pay interest on delayed possession for more than 15 years as per Rule 15 of HRERA, Rules, 2017.

iii. To direct the respondent to pay ₹10,00,000/- as part of damages on account of mental agony, torture and harassment.

iv. To direct the respondent to deliver valid possession of the plot to the complainants on payment of balance sale consideration and all statutory charges as have been charged from other allottees.

v. Any other relief which is deemed fit by this Authority.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT:

7. On receipt of notice of the complaint, the respondent has filed reply on 20.05.2024, which in brief states that the respondent company claims to have developed various real estate projects across the country and asserts that on account of its work ethic, quality of construction and timely delivery, it has earned a reputation in the real estate sector. Relying upon the said representations and the alleged reputation and goodwill of the respondent company, the complainants were induced to invest in the respondent's project, namely "TDI City" Residential Plots at Kundli, Sonipat, Haryana. The complainants had voluntarily invested in the respondent's project. It was further stated that part completion certificates for the township project measuring approximately 927 acres approx. were obtained on 23.01.2008, 18.11.2013 and 22.09.2017.

8. It is submitted that at the time when the respondent commenced development of the said project, the Real Estate (Regulation and Development) Act, 2016 was not in force. Accordingly, the respondent could not have contemplated any obligations, violations, or penalties under the said Act. It is

further submitted that the provisions of the RE(RD) Act are prospective in nature and cannot be applied retrospectively to projects initiated prior to its enforcement. Therefore, the present complaint is not maintainable and falls outside the ambit of the provisions of the RE(RD) Act, 2016.

9. It is submitted that the complainants are investors who have invested in the project of the respondent company solely with the intention of earning profits and speculative gains. The property in question was purchased for investment purposes and not for personal use. In view of the above, the present complaint, being filed by investors for speculative purposes, is liable to be dismissed.

10. It is submitted for the kind consideration of this Hon'ble Authority that the respondent company, vide letter dated 15.11.2017, duly intimated the complainants that due to reasons beyond its control, it was unable to offer the originally booked plot. In the said communication, the respondent offered the complainants an option to either take possession of an alternate ready-to-move unit within the same project, with execution of the sale deed within 15 days upon completion of formalities, or to adjust the entire deposited amount towards any other unit of their choice in any other project of the respondent company. However, despite the aforesaid offer, the complainants failed to come forward to avail the

same. A copy of the letter dated 15.11.2017 along with the postal receipt is annexed herewith and marked as Annexure R-1.

11. The present complaint is barred by limitation and is not maintainable before this Authority. The complainants were entitled to approach this Authority within three years from the date of the expiry of the letter sent by the respondent as per Section 29(2) of the Limitation Act, 1963. The complainants chose to stay silent and did not take any action. The present complaint is made only with the intent to harass and extort money from the respondent company.

E. AFFIDAVIT FILED BY THE RESPONDENT:

12. Learned counsel for the respondent has filed an affidavit on 01.08.2025 wherein it is submitted that the present affidavit is being filed in compliance with the order dated 05.05.2025 passed by the Ld. Authority in the captioned matter. It is submitted that as per its records, Plot No. E-131 in the project falls within the disputed land. The dispute regarding different portions of the project land is presently ongoing with the landowners. A copy of the layout plan marking the plot of the complainants is annexed herewith as Annexure A. The respondent company is unable to hand over possession of the said unit to the complainants due to hindrances in completion of development work arising from obstruction by the landowners. No alternate or un-allotted plot with clear title is available in the inventory of the respondent company. The respondent company

has repeatedly requested the landowners to permit completion of development of the said land. A copy of the legal notice dated 15.12.2023 issued to the landowners is annexed herewith as Annexure B. Accordingly, refund of the amount is the only remedy available, which has already been communicated to the complainants.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

13. During the course of oral arguments, learned counsel appearing on behalf of both the parties reiterated the facts and submissions as set out in their respective pleadings, reply and rejoinder. Learned counsel for the respondent has further argued that as no alternate plot is available due to landowners dispute, the respondent is ready and willing to refund the paid amount.

G. ISSUES FOR ADJUDICATION

14. Whether the complainants are entitled to get possession of booked plot alongwith delay interest in terms of Section 18 of RERA Act, 2016?

H. OBSERVATIONS AND DECISION OF THE AUTHORITY

15. The Authority has gone through the rival contentions. In the light of the background of the matter as captured in this order and also the arguments submitted by both parties, the Authority observes as follows:

(i) With regard to the plea raised by the respondent that the provisions of RERA Act, 2016, are applicable with prospective effect only, therefore the same were not applicable as on 10.12.2005 when the complainants were allotted plot no. E-131 in TDI City, Kundli, it is observed that the issue regarding operation of RERA Act, 2016, whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in ***Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others***. Relevant part is reproduced below for reference:-

> *"52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.*
>
> *53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties,*

promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."

(ii) The respondent in its reply has contended that the complainants are "investors" who have invested in the project for monetary returns and taking undue advantage of RE(RD) Act, 2016 as a weapon during the present down side conditions in the real estate market, therefore, they are not entitled to the protection of the Act of 2016. In this regard, the Authority observes that "any aggrieved person" can file a complaint against a promoter if the promoter contravenes the provisions of the RE (RD) Act, 2016 or the rules or regulations. In the present case, the complainants are an aggrieved person who have filed the present complaint under Section 31 of the RE(RD) Act, 2016

against the promoter for violation/contravention of the provisions of the RE(RD) Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term "allottee" under the RE(RD) Act of 2016, reproduced below: -

> *Section 2(d) of the RERA Act:*
> *(d) "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;*

In view of the above-mentioned definition of "allottee" as well as upon careful perusal of the allotment letter dated 10.12.2005, it is clear that complainants are "allottees" as plot bearing no. E-131 in the Real Estate Project of the respondent company namely, "TDI, City, Kundli", Sonipat, was allotted to them by the respondent/promoter. The concept/definition of investor is not provided or referred to in the RE(RD) Act, 2016. As per the definitions provided under section 2 of the RE(RD) Act, 2016, there will be "promoter" and "allottee" and there cannot be any party having a status of an investor. Further, the definition of "allottee" as

provided under RE(RD) Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as ***M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.*** had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of the promoter that allottees being investors are not entitled to protection of this Act also stands rejected.

(iii) The respondent has also raised an objection that the present complaint is barred by limitation. In this regard, the Authority is of the considered view that the law of limitation does not apply to complaints filed under the provisions of the RERA Act, 2016. The RERA Act is a special enactment and does not prescribe any specific period of limitation for filing a complaint before the Authority. In terms of Section 29(2) of the Limitation Act, 1963, the provisions of the Limitation Act apply only insofar as they are not expressly excluded by a special or local law. Therefore, in the absence of any prescribed limitation period under the RERA Act, the Limitation Act

has no direct applicability. For ready reference, Section 29 of the Limitation Act, 1963, is reproduced below:

> ***Section 29 - Limitation Act, 1963***
> *29. Savings– (1) Nothing in this Act shall affect section 25 of the Indian Contract Act, 1872 (9 of 1872).*
> *(2) Where any special or local law prescribes for any suit, appeal or application a period of limitation different from the period prescribed by the Schedule, the provisions of section 3 shall apply as if such period were the period prescribed by the Schedule and for the purpose of determining any period of limitation prescribed for any suit, appeal or application by any special or local law, the provisions contained in sections 4 to 24 (inclusive) shall apply only in so far as, and to the extent to which, they are not expressly excluded by such special or local law.*
> *(3) Save as otherwise provided in any law for the time being in force with respect to marriage and divorce, nothing in this Act shall apply to any suit or other proceeding under any such law.*
>
> *(4) Sections 25 and 26 and the definition of "easement" in section 2 shall not apply to cases arising in the territories to which the Indian Easements Act, 1882 (5 of 1882), may for the time being extend.*

Even, section 18(2) of RERA Act, 2016, brings the complaint out of the purview of Limitation Act, 1963.

Further, the Hon'ble Apex Court, in ***Consolidated Engg. Enterprises v. Irrigation Department, (2008) 7 SCC 169,*** has held

that the provisions of the Limitation Act, 1963, are not applicable to quasi-judicial authorities or tribunals unless specifically provided for in the statute governing such bodies. A similar view has been reiterated by the Hon'ble Supreme Court in ***M.P. Steel Corporation v. Commissioner of Central Excise, (2015) 7 SCC 58,*** wherein it was observed that the Limitation Act would not apply to proceedings before quasi-judicial forums created under special enactments.

Notwithstanding anything stated hereinabove, even assuming that the law of limitation were applicable to quasi-judicial proceedings, which otherwise is not the case, it would still have no bearing in the present case, as the project remains incomplete till date. Consequently, the cause of action continues to subsist and the complainant's claim for possession along with interest remains alive and enforceable until the project is completed or the matter is finally adjudicated.

16. Admittedly, the complainants in this case had purchased the booking rights qua the residential plot in question in the project of the respondent in the year 2005 in the project "TDI City", Kundli and were allotted Plot No. E-131 vide Allotment Letter dated 10.12.2005, followed by execution of the Plot Buyer

Agreement dated 23.08.2007. It is noted that the complainants paid a total sum of ₹17,46,750/- to the respondent. Out of said paid amount, last payment of ₹98,750/- was made to respondent on 11.04.2008 by the complainants which implies that the respondent is in receipt of total paid amount since the year 2008 whereas the fact remains that no offer of possession of the booked plot has been made till date. The Authority further noted the allegation that the Agreement contained one-sided and arbitrary terms imposed by the respondent, who was in a dominant position and that essential project-related details were not disclosed at the time of execution.

17. In the written statement submitted by the respondent, it has been admitted that the possession of the booked plot has not been offered till date to the complainants. With respect to status of handing over of possession, the respondent vide letter dated 15.11.2017 has already expressed its inability to provide possession of originally booked plot to the complainants and offered to either choose any alternate plot in same project or adjustment of entire paid amount in any other project but the complainants did not come forward to accept the said offer. It is pertinent to mention here that no specific reason for the unavailability of booked plot has been detailed out either in the written statement or at the time of arguments. Respondent has not substantiated the plea of inability to provide the originally booked plot to complainants with relevant documentary evidence. Raising of plea without any documentary proof is not admissible. No latest

photographs of the site or any other sort of justification as to what all factors are responsible for creating hindrance to not to offer possession of booked plot has not been placed on record. It has not been established that the offer of a booked plot is not possible due to some genuine reliable reason/circumstances. Respondent has pleaded that Part Completion Certificates for the 927 acres have already been received. Copies of said part completion certificates have been placed on record but it is not specified in the written statement as to whether the plot of the complainants gets covered in the said Part Completion Certificates or not? At this juncture, it is pertinent to highlight the content of letter dated 15.11.2017 which is as follows:

> *"You had booked a unit in our project at TDI CITY, KUNDLI SONEPAT. On account of reasons beyond our control, we have been unable to offer the unit to you till date. This correspondence is being issued to reassure you of our commitment to the completion of the project and ensuring the satisfaction of our customers".*

It clearly highlights the fact that the respondent without specifying any concrete reason/justification expressed its inability to deliver possession of plot to the complainants. Complainants filed this complaint in the year 2024, i.e., after the lapse of 7 years from the date of said letter. During all these years, the respondent remained silent and did not even bother to refund the amount received from the complainants towards the sale consideration of the plot. Now, the respondent

cannot take the benefit of its own wrong for causing delay in offering the possession stating that possession of a booked unit is not possible. Significantly, the respondent has also expressed its willingness to refund the amount deposited by the complainants along with applicable interest.

18. The complainants are insisting upon possession of the booked plot only as an alternate plot is not available with the respondent. Respondent who is in receipt of a total amount of ₹17,46,750/- since the year 2008 has not even made sincere efforts to provide at least a reasonable number of options of alternate plots to choose from. It is the respondent who has failed to develop the booked plot till date. However, no such circumstances have been specified in written statement/oral arguments/affidavit which can be relied upon to convince the Authority that physical possession of the booked plot is actually not possible. For reference, judgement dated 14.03.2005 passed by Hon'ble Supreme Court in ***Appeal (civil) 6306-6316 of 2003 titled as Manager, R.B.I., Bangalore vs S. Mani & Ors.*** is relied upon. Relevant part of the judgement is reproduced is follow:-

> *" The concerned workmen in their evidence did not specifically state that they had worked for 240 days. They merely contended in their affidavit that they are reiterating their stand in the claim petition. Pleadings are no substitute for proof. No workman, thus, took an oath to state that they had worked for 240 days. No document in support of the said plea was produced. It is, therefore, not correct to contend that the plea raised by the Respondents herein that they have*

worked continuously for 240 days was deemed to have been admitted by applying the doctrine of non-traverse. In any event the contention of the Respondents having been denied and disputed, it was obligatory on the part of the Respondents to add new evidence. The contents raised in the letters of the Union dated 30th May, 1988 and 11th April, 1990 containing statements to the effect that the workmen had been working continuously for 240 days might not have been replied to, but the same is of no effect as by reason thereof, the allegations made therein cannot be said to have been proved particularly in view of the fact that the contents thereof were not proved by any witness. Only by reason of non-response to such letters, the contents thereof would not stand admitted. The Evidence Act does not say so.

In ***Range Forest Officer Vs. S.T. Hadimani [(2002) 3 SCC 25]****, it was stated: "3\005 In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination.* ***Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion*** *that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside."*

It is also a settled legal proposition that an affidavit is not evidence within the meaning of Section 3 of the Indian Evidence Act, 1872 (hereinafter referred to as the 'Evidence Act'). Affidavits are therefore, not included within the purview of the definition of

evidence as has been given in Section 3 of the Evidence Act and the same can be used as evidence only if, for sufficient reasons, the Court passes an order under Order XIX of the Code of Civil Procedure, 1908 (hereinafter referred to as the 'CPC'). Consequently, a self-serving affidavit, containing statements made by a party in its own favour, cannot by itself be regarded as sufficient evidence for a Court or Tribunal to arrive at any conclusion on a disputed question of fact. In this regard, reliance is placed on ***"Sudha Devi v. M.P. Narayanan & Ors., AIR 1988 SC 1381" and "Range Forest Officer v. S.T. Hadimani, AIR 2002 SC 1147"***.

19. In the present complaint, complainants intend to continue with the project and are seeking delayed possession charges as provided under the proviso to Section 18 (1) of the Act. Though, the respondent was ready to offer an alternate plot in the year 2017 which was never actually offered by the respondent. Respondent did not take any serious steps towards allotment of any alternate plot till date. Even in the prevailing situation, the complainants have chosen to seek possession of the plot allotted to them and are insisting upon interest for delay in handing over of the possession. Section 18 (1) proviso reads as under :-

> *"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building-*
>
> .....

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".

20. The Authority observed that the allotment letter for the plot in question was issued to the complainants on 10.12.2005 and Plot Buyer Agreement was executed on 23.08.2007. But the complainants as well the respondent has not specifically mentioned the deemed date of possession. In absence of a specific clause of the deemed date of possession, it cannot rightly be ascertained as to when the possession of said floor was due to be given to the complainants. In ***Appeal no 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya***, Hon'ble Tribunal has referred to the observation of Hon'ble Apex Court in ***2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.*** in which it has been observed that period of 3 years is reasonable time of completion of construction work and delivery of possession. In present complaint, the Plot Buyer Agreement was executed on 23.08.2007, accordingly, taking a period of three years from the date of agreement, as a reasonable time to complete development works in the project and handover possession to the allottees/complainants, the deemed date of possession comes to 23.08.2010. In the present situation, the respondent failed to honour its contractual obligations without any reasonable justification till date.

21. The Authority observed that the respondent has severely misused its dominant position. Allotment of the plot was made on 10.12.2005, due date of possession was 23.08.2010. Now, even after the lapse of 16 years, the respondent is not able to offer possession to the complainants. Respondent has not even specified the valid reason/ground for not offering the possession of the booked plot. Complainants however are interested in getting the possession of the booked plot. They do not wish to withdraw from the project. In these circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the apartment/plot/unit, the allottee can also demand delay interest along with monthly interest and the respondent is liable to pay the same for the entire period of delay caused at the rates prescribed. So, the Authority hereby concludes that the complainants are entitled for the delay interest from the deemed date i.e. 23.08.2010 till the date on which a valid offer is to be sent to the complainants after obtaining completion certificate.

22. 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;

23. 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".

24. 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. 10.04.2026 is 10.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

25. The Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order at the rate of 10.80% till and the said amount works out as per detail given in the table below:

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 10.04.2026
1.	₹17,46,750/-	23.08.2010	₹29,51,194/-
	Monthly interest		₹15,505/-

26. The complainants are also seeking compensation on account of mental agony, torture, harassment caused for delay in possession, deficiency in services and cost escalation. 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 and litigation charges under Sections 12, 14, 18 and Section 19 of the RERA Act, 2016, which is to be decided by the learned Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72 of the Act, 2016. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

I. DIRECTIONS OF THE AUTHORITY

27. Hence, the Authority hereby passes this order and issue 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) of the Act of 2016:

(i) Respondent is directed to pay upfront delay interest of ₹29,51,194/- as calculated above in Para 25 of this order to the complainants towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire paid amount, monthly interest of ₹15,505/- shall be payable by the respondent to the complainants up to the date of actual handing over of the possession after obtaining occupation certificate.

(ii) Complainants will remain liable to pay balance consideration amount to the respondent at the time when possession is offered to the complainants.

(iii) The rate of interest chargeable from the allottees/complainants by the promoter, in case of default shall be charged at the prescribed rate, i.e., 10.80% by the respondent/promoter which is the same rate of interest which the respondent/promoter shall be liable to pay to the allottees/complainants.

28. **Disposed of**. File be consigned to the record room after uploading of the order on the website of the Authority.

.....
(CHANDER SHEKHAR)
MEMBER

10.04.2026
Narinder Kaur
(Law Associate)