

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

Complaint no. : 2118 of 2025
Date of Decision : 05.02.2026

- 1. Shri Vinay Kumar Avasthi**
- 2. Shri Tanmay Avasthi**

Both RR/o - House No 58-D Sunny Enclave,
Extn 2, Kharar, S.A.S Nagar Punjab-140103
Now **presently residing at** - 12 Tussock street
Aintree in the state of Victoria through his
Power of Attorney holder Sh. Vinay Kumar
Avasthi

Complainants

Versus

- 1. K.S. Propmart Private Limited.**
- 2. VSR Infratech Private Limited**

Registered Address: A-22, Hill View
Apartments, Vasant Vihar, New Delhi- 110057

Respondents

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Gurjeet Singh (Advocate)
Shri Jagdeep Yadav (Advocate)

Complainants
Respondent Nos. 1 & 2

ORDER

- The present complaint dated 23.04.2025 has been filed by the complainant/allottee 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 under the provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name of the project	PARK STREET, Sector-85, Gurugram
2.	Nature of the project	Commercial Complex
3.	RERA Registered/ not registered	41 of 2019 dated 30.07.2019, valid upto 31.12.2021
4.	License no. and validity	100 of 2013 date 02.12.2013
5.	Unit no. and Unit area admeasuring	250 sq. ft. on 5 th floor [as per MoU dt.06.12.2013 at pg.31 of complaint.]
6.	Date of MoU signed b/w VSR & complainant	06.12.2013 [pg.27 of complaint]
7.	Addendum – only clause 4.1 changed vide this addendum rest T&C of MoU dt.06.12.2013 will be in same spirit and manner in which those were made.	23.11.2016 [pg.26 of complaint]
8.	Assured Return Clause	<u>3. ASSURED RETURN</u> <i>3.1 It is hereby agreed and undertaken by the Developer that till receipt of balance consideration of Rs.2,75,056/- (Rupees Two Lakh Seventy five Thousand & Fifty six Only), as per this MoU, the Developer shall pay to the Allottee an Assured Return at the rate of Rs.54/- (Rupees Fifty Four only) per sq.</i>

		<p><i>ft. of super area per month and on receipt of Rs.2,75,056/- (Rupees Two Lakh Seventy five Thousand & Fifty six Only), on or before 31st March 2014 till the notice for offer of possession is issued, the Developer shall pay to the Allottee an Assured Return at the rate of Rs.65/- (Rupees Sixty Five Only) per sq. ft. of super area per month. The assured return shall be subject to tax deduction at source, which shall be payable on or before 7th day of every English Calendar month.</i></p> <p>[As per MoU at page 35 of complaint]</p>
9.	Date of Builder buyer Agreement/Agreement to Sale	Not executed
10.	Due date of possession	<p>06.12.2016</p> <p><i>"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018 Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract."</i></p> <p>In view of the above-mentioned reasoning, the date of the execution of MoU dated 06.12.2013 ought to be taken as the date for calculating the due</p>

		date of possession. Therefore, the due date for handing over the possession of the unit comes out to be 06.12.2016.
11.	Total sale consideration [excluding EDC/IDC, etc]	Rs.16,25,000/- [as per MoU AT pg.31 of complaint]
12.	Amount paid by the complainant	Rs.16.25 Lacs apart from other charges [Page 13 of complaint]
13.	Legal notice for Refund by the complainant	09.08.2024 [Annexure C-15]
14.	Assured return received from respondent from	April 2016 to March 2022 [complainant admission at page 13 & 76 and AR Ledger at page 79-83 of complaint]
15.	Occupation certificate /Completion certificate	Not obtained
16.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainants have made following submissions by filing the present complaint: -

- i. That the complainant/allotee no.1 is a senior citizen who always worked in private company and does not have any pension and other retiral benefits as available after superannuation. After retirement in 2012, the investment undertaken by complainant no.2 i.e., son booked a super area of approx. 250 sq. ft. located on the fifth floor of the commercial space project '85 Avenue' (now Parkstreet) situated in Sector 85, Village-Badha, Tehsil-Manesar, District- Gurgaon (Now Gurugram). The total agreed consideration amount for allotment of the said unit/premises is Rs.16,25,000 exclusive of EDC, IDC, etc. and this investment undertake by



- complainant son were towards his old aged ailments and to help them meet their day to day expenses.
- ii. The respondent no.2 and 1 have entered into an agreement as per clause D of Memorandum of Understanding (MOU) dated 06.12.2013 at Gurugram thereby on the terms and conditions stipulated therein. Further as per clause B of Memorandum of Understanding (MOU) dated 06.12.2013 the Respondent no.1 is the absolute owner of land measuring 22 Kanal 16 Marlas i.e. 2.585 acre situated at Revenue Estate at Gurugram vide registered sale deed No 3318 dated 21.03.2012 and 89 dated 04.07.2012 before the sub-registrar Gurugram Haryana and the same was mutated in favour of KS Propmart Pvt Ltd (respondent no.1) vide mutation no. 2764 dated 22.03.2012 and 2837 dated 05.07.2012 and the said agreement also bears the details of the land mentioned therein.
 - iii. The respondent no.2 wrote a letter to complainants/allotees vide dated 03.05.2016 related to transfer of development rights from respondent no.2 to respondent no.1 in view of Govt.of Haryana vide its notification dated 18.02.2015 and mentioned that now K S Propmart (respondent no.1) shall develop the project and there no other changes except the name of project being changed from 85 Avenue to Parkstreet as well as also mentioned in letter related application, MoU shall be treated as being signed by complainants and respondent no.1.
 - iv. That as per clause C of MOU the respondent no.1 had obtained a license no.100 of 2013 dated 02.12.2013 from Director General Country and Town Planning department Govt of Haryana vide

endorsement No LC 2685-JE (VA) 2013/59281 dated 03.12.2013 for setting up commercial colony in the said land.

- v. That having fully satisfied with the facts mentioned and in view of ownership record and documents having fulfill the pre requisite requirements of obtaining license, proposed/sanctioned building plans, the permits and legal rights and the authority of the company to develop promote and market the commercial colony on the said property and to sell the unit to any party whatsoever in terms of the permission granted under the applicable acts and rules and regulations promulgated there under.
- vi. The complainants entered into Memorandum of Understanding (herein referred to as MOU) with respondent no.2 under the assured return plan and thereby on the terms and conditions stipulated therein vide dated 06.12.2013 at Gurugram.
- vii. That the complainants/allotees paid Rs.14 Lakhs against an allotted unit, the receipt of which was acknowledged in the MoU in the clause 1.3. That as per clause 3.1 of MoU agreed and undertaken by the developer/respondent that till receipt of balance consideration amount as per said MoU, the developer/respondent shall pay to the allottee/ complainants an assured return at the rate of Rs.54/- per sq. ft. of super area per month and on receipt of balance consideration amount on or before 31st March 2014 till notice for offer of possession is issued, the developer/respondent shall pay to the complainants/allotees an assured return at the rate of Rs.65/- per sq. ft. of the super area which was subject to tax



deduction at source and were payable on or before 7th day of each calendar month.

- viii. That the complainant has paid the balance consideration of Rs.2,75,056 to the respondent as per schedule 1 of the MoU. That complainants have received the payments/Assured Return of Rs.14,625/- from the respondent as per clause 3.1 of MoU at the rate of Rs.65.00 sq. ft of 250 sq. ft area (i.e.Rs.16,250 per month) and after deducted TDS @10% (i.e., Rs.1625/-) by the respondents in the year from April 2016 to March 2022 vide ledger account of respondent no.1 from 1 Apr-2000 to 1 May 2026 .The respondent has failed in paying assured returns since March 2022 onwards except one payment received in Month of January 2024.
- ix. That complainant has paid Rs.16.25 Lacs apart from other charges which was paid by complainants on the terms and conditions settled therein and even EDC of Rs. 1,47,000 had already been paid by the complainants to the respondent no.1 vide receipts dated 24.12.2021, 25.01.2022 and 27.01.2022 respectively and same was issued by the respondent no.2.
- x. That complainant no.1 has made several requests through WhatsApp messages and phone calls to the respondents i.e Ms. Sheetal (office assistant/manager) vide Mobile no.9717337422 and Sh. Devendra Pandey (managing director of respondent no.1) vide Mobile no. 9560095784 to pay the outstanding/pending balance amount of the Assured Returns from onwards March 2022 to till date and share an update on development of the project/ said unit. However, in spite of repeated phone calls, what's app



messages, the respondents were absolutely ignorant to the various requests and respondents never informed the complainants regarding why pending assured returns withheld/not paid as well always misguided on the status/development of the said unit/project to the complainants.

- xi. That respondent no.1 has not paid regular monthly assured return amount to the complainant. This money is of immense value for the old and aged person like complainant no.1 giving him a regular flow of rental income/assured return income as complainant no. 1 does not have any other income for himself after retirement to meet the daily expenses. It is pertinent to mention here that time and money both are of essence here, which complainant no.1 has faced mental stress and harassment, even to an extent that complainant no.1 wife is suffering from macular degeneration and each of her injection's costs approx. Rs.50,000/- and given that the respondents have not honoured their promise to pay regular monthly assured returns, complainant no.1 had to go thru lot of emotional and financial stress and challenge to meet his day to day expenses.
- xii. That complainants have requested to the respondent no.2 vide letter dated 27.09.2016 for Buy back option of the said unit as per terms and condition mentioned in article 4.1 of the MoU but the respondents remained silent on this proposal also.
- xiii. That as per MoU vide article 6.1 respondents have also indemnified themselves but have not indemnified complainants which is a one-sided agreement on their behalf. That as per Clause 7.1 force



majeure clause is not applicable to present MoU and as per clause 7.6 any dispute arises between parties' matter referred to the sole Arbitrator. The respondent withdraws this illegal term 13 of the MoU and give the complainants an agreements terms of which are in compliance with the act.

- xiv. That accordingly complainants having being advised legally had approached the respondents vide legal notice dated 09.08.2024, but no reply was received from the respondents till date.
- xv. That they had booked the unit in the year Dec., 2013 and despite the lapse of almost 11 years from the date of booking, the respondents have failed to construct the unit beyond excavation and have neither executed any agreement with respect to the booking.
- xvi. That they are bona fide buyers and have made the booking on the representations and assurances given by the respondents of timely paying assured returns and buying back the unit upon expiry of 4 (four) years. Further, the respondents have assured to them that once the project is completed, the respondents shall lease out the project to a bona fide lessee who shall pay lease rent directly to them. However, till date no construction has taken place. They have paid a substantial amount of money towards the construction of the unit, however despite the lapse of almost 11 years from the date of booking, no progress has been made. Therefore, the complainants seek refund of the amount paid by them along with prescribed interest. Hence, the present complaint.

C. Relief sought by the complainant:



4. The complainant has sought following relief(s):
- I. Direct the respondent to refund the entire paid-up amount paid by the complainants along with prescribed rate of interest till its actual realization of the amount.
 - II. Direct the respondent to pay an additional amount of Compensation of Rs.1,00,000/- for mental agony, harassment and towards litigation cost.
5. The respondents put in appearance through its counsel and marked attendance on 04.09.2025. Thereafter none appeared on behalf of respondents on 23.10.2025, 11.12.2025, 05.02.2026. Despite specific directions for filing of reply, the respondents have failed to comply with the orders of the Authority. It shows that the respondents were intentionally delaying the procedure of the court by avoiding filing of reply in the matter. Therefore, in view of above, the defence of the respondents struck off vide proceedings dated 05.02.2026.

D. Jurisdiction of the authority

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

D.I Territorial jurisdiction

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by 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 complete territorial jurisdiction to deal with the present complaint.

D.II Subject matter Jurisdiction

8. 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) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

9. 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.
10. 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."

11. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the case mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

E. Findings on the relief sought by the complainant.

E.I. Direct the respondent to refund the entire paid-up amount paid by the complainants along with prescribed rate of interest till its actual realization of the amount.

12. In the present complaint, the complainants intend to withdraw from the project and are seeking return of the amount paid by her in respect of subject unit along with interest as per section 18(1) of the Act and the same is reproduced below for ready reference:

"Section 18: - Return of amount and compensation



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

(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."

(Emphasis supplied)

13. In the year 2012, complainants had applied for a retail space ad measuring 250 sq. ft. super area on 5th floor, in project "Park Street" formerly known as "85 Avenue" situated at Sector-85, Gurugram of the respondents and the same was allotted to the complainant vide memorandum of understanding dated 06.12.2013 executed between complainant and respondent no. 2 (i.e., M/s VSR Infratech Private Limited) for the sale consideration of Rs.16,25,000/- (exclusive of EDC, IDC, Electricity connection, Power back-up charges, IFMS, etc.) as per the clause 1.1 of memorandum of understanding against which the complainant has paid an amount of Rs.16,25,000/- . Moreover, pursuant to clause 1.5 of memorandum of understanding, it is explicitly stated that the commercial space physical possession shall not be handed over to the allottee, and pursuant to clause 2.1 the unit only be utilized for leasing purposes subsequent to the complex's completion and the issuance of offer of possession by the developer. However, till date no occupation certificate has been obtained and no offer for possession has





been made to the complainant-allottee. Furthermore, till date the commercial space has not been leased out by the respondents.

14. The authority observes that in the present case in hand the license bearing no. 100 of 2013 dated 02.12.2013 was granted by the Directorate of Town and Country Planning, Haryana, Chandigarh to M/s K S Propmart Private Limited. The respondents i.e., M/s VSR Infratech Private Limited and M/s K S Propmart Private Limited had entered into an agreement, in which M/s K S Propmart Private Limited agrees to transfer his right to exclusively develop, construct and build commercial building on the permissible area ad measuring 2.85 acres being licensed area in favour of M/s VSR Infratech Private Limited. But, in absence of any document pertaining to transfer, both the respondents bear the responsibility for the consequences arising out from the present complaint.
15. In the present complaint, possession clause has not been mentioned in the memorandum of understanding dated 06.12.2013. The Authority is of view that to determine the due date of possession as per Judgement passed by Hon'ble Apex Court titled as "**Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018**" as Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been

reasonable for completion of the contract.” In view of this reasoning, the date of the execution of MoU dated 06.12.2013 ought to be taken as the date for calculating the due date of possession. Therefore, the due date for handing over the possession of the unit comes out to be 06.12.2016. But respondent failed to deliver the possession of the unit till date even after more than approx. ten years from the due date of possession and as per clause 3.1 the respondent was also obligated to pay the assured return to the allottee. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. The Authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which she has 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.....”

16. Further in the judgement 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."

17. The respondents are 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 allottee as per agreement for sale under section 11(4)(a) of the Act. The respondents have failed to complete or unable to give possession of the unit in accordance with the terms of memorandum of understanding. Accordingly, the respondents are liable to the allottee, as 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 the unit with interest at such rate as may be prescribed.

18. **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."

19. 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.
20. 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., 05.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
21. The purpose of assured return is to compensate the allottee for the amount paid by the allottee in upfront and which is continued to be used by the promoter for the period specified in the memorandum of understanding. In the present matter, the complainant is entitled to refund of the total paid-up amount from the date of deposit along with interest at the prescribed rate i.e., MCLR + 2%. In view of the above, the payment of assured return as well as the prescribed interest on the amount paid up would result in double benefit to the complainant and would not balance the equities between the parties. In view of the above, the complainant is entitled to refund of the total paid up amount along with interest at the prescribed rate of interest after deducting the amount paid on the account of assured return by the respondent.

22. The authority hereby directs the respondents jointly or severally to return the amount received by them i.e., Rs.16,25,000/- 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*.
23. That complainants in its pleadings have submitted that the respondents have already paid assured return from April, 2016 to March, 2022 to the complainant-allottee as per clause 3 of MoU dated 06.12.2013. The said amount shall be adjusted while making the payment of refund amount.

E.II. Direct the respondent to pay an additional amount of Compensation of Rs.1,00,000/- for mental agony, harassment and towards litigation cost.

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

F. Directions of the authority

25. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of



obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- I. The respondents are directed to refund the paid-up amount received by them from the complainant 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 of the deposited amount.
- II. The amount paid on account of assured return may be adjusted from the refundable amount and shall return the balance amount to the complainants.
- III. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

26. Complaint stands disposed of.

27. File be consigned to registry.

Dated: 05.02.2026



Phool Singh Saini
(Member)
Haryana Real Estate
Regulatory Authority,
Gurugram