



Complaint No. 860 of 2025

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	860 of 2025
Date of Filing:	12.06.2025
Date of First Hearing:	04.08.2025
Date of Decision:	17.04.2026

Nishant Jain S/o Narender Kumar Jain
R/o House No. 39, 2nd Floor, Dwarkadish North Golf Links Enclave,
Sector-26, Rohini, Pkt-B, Sahibabad, Daultpur, North West Delhi,
Delhi-110042.

....COMPLAINANT

VERSUS

TDI Infrastructure Limited.
Registered Office at D-92, G/F, Lajpat Nagar-I,
Lajpat Nagar, South Delhi,
New Delhi-110024.
Corporate Office at Mahindra Towers, 2A,
Bhikaji Cama Place, 2nd Floor,
New Delhi-110066.

....RESPONDENT

CORAM: **Chander Shekhar** **Member**

Hearing: 4th

Present:- Mr. Hritik, Advocate, for the Complainant through VC.
Mr. Shubhnit Hans, Advocate, for the Respondent
through VC.

ORDER :

Present complaint was filed on 12.06.2025 by the complainant 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 complainant, 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	Espania Heights, Kamaspur, Sonipat
2.	RERA Registered/ Not Registered	Un-registered
3.	Unit No.	EH-08/1204
4.	Unit Area	1075 sq. ft. (99.87 Sq. Mts.)
5.	Date of Booking	14.10.2011
6.	Date of Allotment	31.03.2012
7.	Date of Builder Buyer Agreement (BBA)	03.08.2012

8.	Due Date of Offer of Possession	03.02.2015 (as mentioned in pleadings)
9.	Total sale consideration	₹21,54,915/- as mentioned in pleadings
10.	Amount Paid by the Complainant	₹21,44,085/- as mentioned in pleadings
11.	Occupation Certificate	NA
12.	Offer of Possession	02.08.2018

B. FACTS OF THE COMPLAINT

3. Brief facts of the complaint are that the complainant approached respondent to book an apartment in a residential project "Espania Heights" situated at Sonipat, Haryana, developed by TDI Infrastructure Ltd. The complainant booked an apartment bearing no. EH-08/1204, measuring 99.87 sq. mtrs. on 14.10.2011 by paying ₹2,00,000/- as booking amount. An allotment letter was issued on 31.03.2012, copy of which is annexed as Annexure-C1. The total cost of the flat was ₹21,54,915/-, including all charges. An Apartment Buyer Agreement was signed on 03.08.2012, under which possession was to be given within 30 months from execution of Apartment Buyer Agreement i.e. by 03.02.2015. A copy of the Apartment Buyer Agreement is annexed at Annexure-C2. However, the project was not completed on time and no valid Completion Certificate/Occupancy Certificate was obtained by the respondent till date.

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The complainant was not informed about car parking charges or changes in the flat area. Despite incomplete construction and lack of approvals, the respondent issued an illegal offer of possession on 02.08.2018 along with a demand of ₹7,30,658.27/- wherein the area of the apartment was also changed. A copy of which is annexed as Annexure-C4. The complainant has already paid ₹3,40,997/- and was given a discount of ₹1,21,000/- out of the total demand without a valid offer of possession and interest of ₹89,658/- was wrongly charged on the alleged pending amount. Even after about 10 years, the respondent has failed to obtain valid CC/OC and continues to raise unjustified demands. Hence, the complainant approached the Authority seeking relief.

C. RELIEFS SOUGHT

4. Complainant in his complaint has sought following reliefs:

- i. To direct the respondent to obtain Occupation Certificate/Completion Certificate and give valid offer of possession and refund all extra amounts;
- ii. To direct the respondent to pay delayed possession charges from the date of default till the actual realisation;
- iii. To direct the respondent to waive the full interest charged on the pending amount as per final demand being the offer of possession is not valid;

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iv. To direct the respondent to refund the Car Parking Charges along with interest as charged illegally by the respondent;

v. Any other relief the Authority may deem fit as per facts of the case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

5. Upon receiving notice, the respondent filed a detailed reply on 04.12.2025 pleading therein that due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely- Espania Heights, Sonipat, Haryana under license nos.1065/2006, 1066/2006, 1067/2006 and 1068/2006, copy of which is annexed as Annexure R-1(Colly). When the respondent company commenced the construction of the said project, the RE(RD) Act was not in existence, therefore, the respondent company could not have contemplated any violations and penalties thereof, as per the provisions of the RE(RD) Act, 2016. The provisions of the RE(RD) Act are to be applied prospectively. Therefore, the present complaint is not maintainable and falls outside the purview of provisions of RE(RD) Act.

6. The present complaint is barred by limitation and is not maintainable before this Authority. The complainant was entitled to approach this Authority within three years from the date of the expiry of the reminder letter dated 18.12.2018 sent by the respondent as per Section 29(2)

of the Limitation Act, 1963. The complainant 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.

7. The respondent has admitted payment of ₹27,04,888/- against total sale consideration of ₹28,51,619/-. It is further submitted that the respondent sent several reminder letters, demand letters and final reminder letters to the complainant on different dates, asking him to pay the outstanding dues for the unit. However, the complainant did not respond to any of these letters and failed to clear the outstanding amount of ₹1,46,730/-. Instead of making the payment, the complainant chose to file the present complaint against the respondent. Copies of all reminder letters, demand letters and final reminder letters are attached as Annexure R-3 (colly). Further, the respondent had already offered possession for fit-out to the complainant on 02.08.2018 along with the final statement of accounts, requesting payment of outstanding dues. However, the complainant did not come forward to take possession or make payment. Therefore, the present complaint deserves to be dismissed on this ground alone. A copy of offer for fitout possession is annexed as Annexure R-4.

8. The complainant had invested in the respondent company's project only for investment purposes, with the intention of earning profits and speculative gains. Further, the present complaint is barred by delay and laches, as the complainant has not taken any action for several years and has

remained inactive. Therefore, the complaint deserves to be dismissed at the outset.

E. REJOINDER FILED BY THE COMPLAINANT:

9. Learned counsel for the complainant filed rejoinder on 26.12.2025 wherein he reiterated the statements made in the complaint and denied each and every objection raised by the respondent in its reply. It is further submitted that the respondent is at fault for not issuing a valid offer of possession to the complainant till date.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT:

10. During oral arguments, counsel for the complainant insisted upon handing over possession along with payment of delay interest stating that complainant had already paid almost 100% of total sale consideration. Learned counsel for the respondent reiterated arguments as were submitted in the written statement.

G. ISSUES FOR ADJUDICATION

11. Whether the complainant is entitled to possession along with delayed possession interest in terms of Section 18 of Act of 2016?

H. OBSERVATIONS OF THE AUTHORITY

12. 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) One of the contentions raised by the respondent is that the provisions of the RE(RD) Act, 2016 do not apply to agreements executed prior to its commencement. The respondent has therefore argued that the builder-buyer relationship in the present case is governed solely by the terms of the pre-existing agreement which cannot be examined under the RERA framework. In this regard, the Authority observes that upon the enforcement of the RE(RD) Act, 2016, the jurisdiction of civil courts stands barred under Section 79 of the Act. The Authority, however, adjudicates disputes between builders and buyers strictly in accordance with the provisions of the Builder Buyer Agreement (*BBA*). The enactment of the RE(RD) Act does not alter or rewrite the contractual terms. It merely ensures that the promoter fulfills the obligations undertaken in the agreement within the stipulated time period agreed between the parties. The issue concerning agreements executed prior to the commencement of the RE(RD) Act, 2016 has already been elaborately addressed by this Authority in *Complaint No. 113 of 2018 titled "Madhu Sareen vs. BPTP Ltd."*, decided on 16.07.2018. The relevant portion of that order is reproduced below:

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“The RERA Act nowhere provides, nor can it be so construed, that all previous agreements will be re-written after coming into force of RERA. Therefore, the provisions of the Act, the Rules and the Agreements have to be interpreted harmoniously. However, if the Act or the Rules provides for dealing with certain specific situations in a particular manner, then that situation will be dealt with in accordance with the Act and the Rules after the date of coming into force of the Act and the Rules. However, before the date of coming into force of the Act and the Rules, the provisions of the agreement shall remain applicable. Numerous provisions of the Act saves the provisions of the agreements made between the buyers and sellers.”

Furthermore, as per the recent judgment of the Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh & Ors., Civil Appeal Nos. 6745-6749 of 2021*, it has been categorically held that the real estate projects for which a completion certificate has not been issued by the competent authority fall within the ambit of “ongoing projects,” and hence, the provisions of the RE(RD) Act, 2016 are fully applicable to such projects. Additionally, under Section 34(e) of the RE(RD) Act, it is the function of the Authority to ensure compliance with the obligations imposed on promoters, allottees and real estate agents under the Act and the rules and regulations framed thereunder. Accordingly, this Authority has complete jurisdiction to entertain the present

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complaint, and the objection raised by the respondent regarding its maintainability is hereby rejected.

(ii) With regard to the objection raised by the respondent regarding retrospective application of provisions of RE(RD) Act, 2016, the Authority is of the view that the respondent in its reply has raised an objection that the provisions of RE(RD) Act, 2016 cannot be applied retrospectively. Reference can be made to the case titled as *M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (supra)*, wherein the Hon Apex Court has held as under:-

“41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottees for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case.

45. At the given time, there was no law regulating the real estate sector, development works/obligations of promoter and allottee, it was badly felt that such of the

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ongoing projects to which completion certificate has not been issued must be brought within the fold of the Act 2016 in securing the interests of allottees, promoters, real estate agents in its best possible way obviously, within the parameters of law. Merely because enactment as prayed is made retroactive in its operation, it cannot be said to be either violative of Articles 14 or 19(1)(g) of the Constitution of India. To the contrary, the Parliament indeed has the power to legislate even retrospectively to take into its fold the preexisting contract and rights executed between the parties in the larger public interest."

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 ongoing projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."

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The provisions of the RE(RD) Act, 2016 are retroactive in nature and apply to acts or transactions that were still in the process of completion at the time of its commencement. Consequently, the principle of retroactivity renders the provisions of the Act and the Rules applicable to such ongoing transactions, even if the underlying contract or agreement was executed prior to the Act coming into force. Therefore, it cannot be contended that the provisions of the Act and the Rules are purely prospective in nature or that they do not apply to agreements for sale executed between the parties before the commencement of the Act.

(iii) The respondent in its reply has also contended that the complainant is “investor” who has 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, he is 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 complainant is an aggrieved person who has filed the present complaint under Section 31 of the RE(RD) Act, 2016

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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 31.03.2012, it is clear that complainant is "allottee" as flat bearing no. EH-08/1204 in the Real Estate Project of the respondent company was allotted to him 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

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“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 the allottee being investor is not entitled to protection of this Act also stands rejected.

(iv) 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 RE(RD) Act, 2016. The RE(RD) 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 RE(RD) Act, the Limitation Act has no direct

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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 RE(RD) Act, 2016, brings the complaint out of the purview of the 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.

13. Admittedly, the complainant in this case had purchased the booking rights qua the residential flat in question in the project of the respondent in the year 2011 in the project "Espania Heights", Kamaspur, Sonipat and was allotted flat no. EH-08/1204 vide Allotment Letter dated 31.03.2012, followed by execution of the Flat Buyer Agreement dated 03.08.2012. It is noted that the complainant paid a total sum of ₹27,04,888/- to the respondent as per statement of account dated 21.05.2025 and

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03.12.2025 attached with the complaint. The respondent is in receipt of almost 100% of total sale consideration till date whereas the fact remains that no valid offer of possession of the booked flat has been made till date.

14. The Authority observed that the Builder Buyer Agreement was executed between the parties on 03.08.2012. But there is no specific clause which specifies the deemed date of handing over of the possession. In absence of a specific clause of the deemed date of possession in the allotment letter, it cannot rightly be ascertained as to when the possession of said flat was due to be given to the complainant. 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 a period of three years is reasonable time of completion of construction work and delivery of possession. In present complaint, the Builder Buyer Agreement was executed on 03.08.2012, 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 the possession to the allottee/complainant, the deemed date of possession comes to 03.08.2015. In the present situation, the respondent failed to honour its contractual obligations without any reasonable justification even till date without any reasonable justification. Further, respondent has not committed any specific timeline even in its reply

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regarding delivery of valid offer of the possession. Moreover, the respondent offered fit out possession vide letter 02.08.2018 to complainant alongwith additional demand of ₹1,46,730/-. However, the complainant did not make any payment towards accepting the said offer. In this regard, the Authority observed that the disputed offer of possession was not a valid or legal offer, as it was not supported by an occupation certificate. Therefore, the complainant was not bound to accept it.

15. In these circumstances, it is concluded that a valid offer of possession of the unit has not been made till date to the complainant. At present, the unit in question is not complete and is not ready for usage. This status of project is duly supported by the fact that the occupation certificate which stands applied in the year 2021 by the respondent has not yet been received and the respondent is not having reasonable justification for non-receipt of occupation certificate even after delay of 6-7 years. The complainant however is interested in getting the possession of the booked flat. He does 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. Hence, it is held that the complainant is entitled to delay interest from the deemed date of possession

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i.e. 03.08.2015 till the date a valid offer of possession is made after obtaining the completion certificate/occupation certificate.

16. 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;

17. 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

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State Bank of India may fix from time to time for lending to the general public”.

18. 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. 17.04.2026 is 10.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

19. 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	Interest Accrued till 17.04.2026
1.	₹27,04,888/-	03.08.2015	₹31,30,171/-
	Monthly interest		₹24,011/-

20. It is pertinent to mention here that the interest for the delayed possession is to be calculated from the deemed date of possession or from the date of payment whichever is later. In the present case, the complainant has submitted details of payments in tabular form in his pleadings along with a statement of account dated 21.05.2025. However, the proof of payment i.e. receipts issued by the respondent has not been placed on record to verify the dates of payment. The respondent has also placed on record statement of account dated 03.12.2025 showing total paid amount as ₹27,04,888/- without

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mentioning the dates of payments. In the absence of verified dates of payment, the Authority has calculated interest from the deemed date of possession i.e. 03.08.2015 till date of the order on the total paid amount of ₹27,04,888/-.

21. The complainant has also requested that the cancellation be set aside in the relief clause. However, no cancellation letter has been submitted either by the complainant or the respondent. Therefore, the Authority has not considered this relief. Further, during arguments, relief no.iii and iv have not been pressed upon by the complainant, therefore, no observation has been made in this regard.

I. DIRECTIONS OF THE AUTHORITY

22. 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 ₹31,30,171/- as calculated above in Para 20 of this order to the complainant 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 ₹24,011/- shall be payable by the respondent to the complainant up to the date of

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actual handing over of the possession after obtaining occupation certificate.

(ii) Complainant will remain liable to pay balance consideration amount to the respondent at the time when possession is offered to the complainant as per terms and conditions of the agreement.

(iii) The rate of interest chargeable from the allottee/complainant 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 allottee/complainant.

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

17.04.2026
Narinder Kaur
(Law Associate)


.....
(CHANDER SHEKHAR)
MEMBER