Complaint No.:	**777 of 2025**
Date of Filing:	**13.06.2025**
Date of First Hearing:	**22.07.2025**
Date of Decision:	**24.07.2026**

Mr. Joginder Singh S/o Sh. Surat Singh
R/o House No. C-19, BEL Colony, Sector-14,
Panchkula-134113.

....COMPLAINANT(S)

VERSUS

TDI Infrastructure Limited
Mahindra Towers-2A,
Bhikaji Cama Place, 2nd Floor,
New Delhi-110006.

....RESPONDENT(S)

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

Hearing: **5th**

Present: - None for the Complainant.
None for the Respondent.

ORDER

It has been brought to the notice of the Authority through mail that members of the HRERA Bar Association are abstaining from work due to a call for solidarity given by the Punjab and Haryana High Court Bar

Association and requested that no adverse orders may kindly be passed for non-appearance of the Advocates. However, in the present case, the proceedings have already been completed and today the case is fixed for pronouncement which does not cause any adverse inference to any of the party/Advocates.

The present complaint was 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	Rodeo Drive at "TDI CITY", Kundli, Sonepat
2.	RERA Registered/Not Registered	Un-registered

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3.	DTCP License no.	200-285 of 2002, 153-157 of 2004, 183-228 of 2004, 42-60 of 2005, 652-722 of 2006, 729-872 of 2006, 177 of 2007 and 51 of 2010
4.	Licensed Area	1097.894 acres
5.	Unit/Shop No.	SF-62
6	Unit Area	400 Sq. ft.
7.	Date of Allotment	30.12.2006
8.	Date of Builder Buyer Agreement	NA
9.	Due date of Offer of Possession	NA
10.	Possession Clause	NA
11.	Total Sale Consideration	₹16,00,000/-
12.	Amount paid by Complainant	₹14,40,000/-
13.	Offer of Possession	27.04.2018 and 25.03.2019 as mentioned in pleadings

B. FACTS OF THE COMPLAINT

3. Facts of the present complaint are that the complainant booked a commercial shop bearing Unit No. SF-62 admeasuring 400 sq. ft. in the project namely, "Rodeo Drive Mall" situated at Kundli, Sonipat, Haryana, developed by 'M/s TDI Infrastructure Ltd'. The project was advertised by the respondent in the year 2006 as a modern shopping mall and the

complainant, being influenced by the advertisements and brochure, approached the respondent for purchase of a commercial unit. The respondent represented that the project was a prestigious commercial development and assured timely completion and delivery of possession of the shop.

4. Pursuant thereto, the complainant booked the aforesaid shop on 30.12.2006 and initially deposited ₹3,20,000/-. Thereafter, from time to time, he made further payments as demanded by the respondent. According to the complainant, the total sale consideration of the unit was ₹16,00,000/- and by the year 2012, he had paid an amount of ₹14,40,000/-, constituting about 90% of the agreed sale price. The complainant submitted that despite substantial payment, construction of the project did not progress as promised and no possession was offered within the assured period.

5. The complainant further stated that in the year 2012, with mutual consent, the amount deposited by another allottee was adjusted against his shop account and the respondent again assured that possession of the shop would be handed over shortly. Relying upon such assurances, the complainant deposited the balance amount demanded by the respondent and completed payment of ₹14,40,000/-. However, despite repeated visits to the respondent's office and continuous follow-up, no satisfactory information regarding completion of the project or delivery of possession was provided.

6. It is further averred that although the project was launched in the year 2006, possession of the allotted shop was never handed over. Subsequently, vide letter dated 25.03.2019, the respondent offered possession of a shop measuring only 298.785 sq. ft. instead of the originally booked 400 sq. ft. shop. The complainant alleged that even the offered unit was situated in an incomplete project where construction and common facilities had not been completed. The complainant, therefore, did not accept the said offer and continued to demand possession of the originally allotted 400 sq. ft. shop or refund of the deposited amount along with interest.

7. The complainant further submitted representations, emails and WhatsApp communications to the respondent seeking possession of the shop complete in all respects. A representation dated 31.01.2025 was also sent requesting delivery of possession and compensation for the prolonged delay. Despite these efforts, the respondent allegedly failed to hand over possession of the shop even after about nineteen years from the date of booking. According to the complainant, the respondent's failure to complete the project and deliver possession has caused him financial loss, economic hardship, mental agony and harassment.

8. Aggrieved by the respondent's failure to honour its commitments and deliver possession of the commercial unit despite receiving approximately 90% of the sale consideration, the complainant has

approached the Authority seeking possession of the shop complete in all respects along with compensation/interest on account of the inordinate delay and other consequential reliefs.

C. RELIEFS SOUGHT

9. Complainant in his complaint has sought following reliefs:

i. To direct the respondent to place on record all statutory approvals and sanctions of the project;

ii. To direct the respondent to provide complete details of EDC/IDC and statutory dues paid to the competent authority and pending demands, if any;

iii. To direct the respondent to hand over the possession of the shop in question complete in all respects and to pay compensation on account of delayed possession @21% on the amount deposited by the complainant;

iv. To direct the respondent to bear the brunt of increase in taxes for not providing the shop in question booked by the complainant in the said project even after expiry of about 19 years;

v. To direct the respondent to pay compensation of ₹2,00,000/- on account of harassment, mental agony and undue hardship caused to the complainant on account of deficiency in service and unfair trade practices;

vi. To direct the respondent to pay ₹1,00,000/- as cost and litigation expenses;

vii. Seeking permission to dispense with filing the certified copies/true typed/fair copies of annexures;

viii. Any other relief(s) as the Hon'ble Authority may deem fit and proper in the light of facts and circumstances of the above case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

10. On receipt of notice, the respondent filed a reply on 20.11.2025 stating therein that the complaint is false, vexatious and devoid of any cause of action and the respondent reserves its right to raise preliminary objections before dealing with the merits of the case. The respondent stated that owing to the respondent's reputation and credibility, the complainant voluntarily invested in a commercial unit in the project namely, "Rodeo Drive Mall" situated at TDI City, Kundli, Sonipat. The respondent further asserted that substantial development work in the project had already been completed and that various Part Completion Certificates had been issued by the competent authority from time to time in respect of different portions of the licensed colony on 23.01.2008, 18.11.2013 and 22.09.2017, copies of which are annexed as Annexure R-1, Annexure R-2 and Annexure R-3. The respondent

submitted that the provisions of the RE(RD) Act, 2016 are not applicable to the present case. It was submitted that the project had commenced and substantial construction activities had been undertaken prior to the enactment of the RE(RD) Act. According to the respondent, the Act cannot be applied retrospectively, as doing so would adversely affect the financial and contractual rights of developers and would be contrary to settled principles of law. The respondent therefore submitted that only projects falling within the scope of the Act after its enforcement could be governed by its provisions.

11. It was further submitted that the respondent company, vide letter dated 27.07.2017, applied to the Director, Town and Country Planning, Haryana, for grant of an Occupation Certificate in respect of a commercial project measuring 6.558 acres, forming part of the residential plotted colony measuring 1097.894 acres developed under Licence Nos. 101–144 of 2005 dated 05.08.2005. A copy of the said application has been placed on record as Annexure R-4. The respondent company subsequently obtained a Part Occupation Certificate for the aforesaid commercial site measuring 6.558 acres, which forms part of the residential plotted colony known as TDI City, measuring 1097.894 acres. The said certificate was issued by the Director, Town and Country Planning Department, Haryana, vide letter dated 12.06.2019. A copy of the Part Occupation Certificate has been annexed as

Annexure R-5. The respondent company further submitted an application dated 22.07.2023 to the Director, Town and Country Planning, Haryana, seeking grant of an Occupation Certificate for the remaining area of the commercial colony measuring 6.558 acres, covered under Licence Nos. 42–60 of 2005 dated 26.07.2005 and 101–144 of 2005 dated 05.08.2005. The unit allotted to the complainant falls within the said area. A copy of the application dated 22.07.2023 has been annexed as Annexure R-6.

12. The respondent contended that possession of the unit was offered to the complainant through letters dated 27.04.2018 and 25.03.2019, requesting the complainant to take possession after clearing outstanding dues. However, despite such offers, the complainant allegedly failed to respond and did not complete the necessary formalities for taking possession of the unit. The respondent further raised an objection of limitation as the complainant had approached the Authority after delay.

13. The respondent further raised an objection regarding the non-execution of a Builder Buyer Agreement. It was stated that on several occasions the complainant was requested to visit the respondent's office and execute the Builder Buyer Agreement, but the complainant failed to do so. As a result, the respondent contended that the complainant cannot rely upon terms and conditions which were never formally incorporated into a duly executed agreement.

14. The respondent alleged that the complainant had concealed a material fact from the Authority, namely that the allotment of the unit had already been cancelled on 05.11.2009 due to non-payment of outstanding dues. It was submitted that despite repeated reminders and demands, the complainant failed to regularize the account, compelling the respondent to issue a pre-cancellation notice followed by a cancellation letter. The respondent, therefore, asserted that the cancellation of the allotment was a consequence of the complainant's own default and no deficiency in service could be attributed to the respondent company.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

15. During oral arguments, learned counsel for the complainant insisted upon the possession of booked shop alongwith delay interest stating that refund of paid amount is not acceptable to complainant. Learned counsel for the respondent has reiterated arguments as were submitted in the written statement.

F. ISSUES FOR ADJUDICATION

16. Whether the complainant is entitled to get possession of booked shop alongwith delay interest in terms of Section 18 of RE(RD) Act, 2016?

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

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

(i) With regard to the plea raised by the respondent that provisions of RE(RD) Act, 2016 are applicable with prospective effect only, therefore the same were not applicable when the complainant was allotted shop no. SF-62, in the project namely, Rodeo Drive, TDI City, Kundli; it is observed that the issue regarding operation of RE(RD) 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:-

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> *"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 has also contended that substantial development of the project had already been completed and various Part Completion Certificates were issued by the competent authority on 23.01.2008, 18.11.2013 and 22.09.2017, and therefore the present dispute falls outside the jurisdiction of this Authority. The said contention is devoid of merit and cannot be accepted. Mere issuance of Part Completion Certificates in respect of certain portions of a licensed colony neither results in automatic exclusion of the project from the purview of the RE(RD) Act, 2016 nor absolves the respondent/promoter of its continuing statutory and contractual obligations towards the allottees. The Hon'ble Supreme Court in *M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors.* has authoritatively held that the RE(RD) Act is retroactive in operation and applies to all ongoing projects in respect of which a Completion Certificate had not been issued on the date, the Act came into force. The Court further held that the Act was enacted to regulate ongoing projects and protect the rights of allottees even where the underlying agreements are executed prior to coming into force of the RE(RD)Act.

In the present case, the respondent has relied only upon Part Completion Certificates issued for different portions of the licensed colony. A Part Completion Certificate is not synonymous with a final Completion Certificate of the entire real estate project contemplated under Section 3 of the Act. Consequently, such certificates cannot be construed as extinguishing the jurisdiction of this Authority or as conclusive proof that all statutory and contractual obligations owed to the allottees have been duly discharged. The Haryana Real Estate Appellate Tribunal in Appeal No. 102 of 2025 has also reiterated that projects supported merely by Part Completion Certificates continue to be treated as ongoing projects requiring compliance with the provisions of the Act and the promoter cannot avoid the jurisdiction of the Authority on that basis.

Accordingly, the respondent's objection regarding lack of jurisdiction solely on the ground that Part Completion Certificates were issued on 23.01.2008, 18.11.2013 and 22.09.2017 is rejected. The jurisdiction of this Authority is determined by the nature of the project and the continuing statutory obligations of the promoter under the RE(RD) Act, and not merely by the issuance of Part Completion Certificates for certain portions of the licensed colony.

It is further pertinent to note that although the respondent has placed reliance upon the Part Completion Certificates dated 23.01.2008, 18.11.2013 and 22.09.2017, it has failed to establish that the unit allotted to the complainant forms part of the area covered under any of the said Part Completion

Certificates. No site plan, demarcation plan, completion plan or any other documentary evidence has been produced to correlate the complainant's unit with the portions allegedly covered by the aforesaid certificates. A mere reference to the issuance of Part Completion Certificates in respect of different portions of the licensed colony, without demonstrating that the subject unit is included therein, cannot be accepted as sufficient to oust the jurisdiction of this Authority or to conclude that the project, insofar as the complainant's unit is concerned, stood completed. The burden to establish such exclusion squarely lies upon the promoter and in the absence of any cogent material, the respondent's plea deserves to be rejected.

(iii) The respondent has further relied upon its application dated 27.07.2017 submitted to the Director, Town and Country Planning, Haryana, seeking grant of an Occupation Certificate for the commercial component measuring 6.558 acres forming part of the larger licensed colony, as well as the Part Occupation Certificate dated 12.06.2019 issued in respect of the said commercial site. The respondent has also placed reliance upon its subsequent application dated 22.07.2023 seeking grant of an Occupation Certificate for the remaining commercial area and has contended that the complainant's unit falls within the said area. However, these documents, rather than advancing the respondent's case, demonstrate that the Occupation Certificate in respect of the area wherein the complainant's unit is stated to be situated has admittedly not been granted till date. The respondent's own pleadings reveal that an application for grant of Occupation Certificate was initially made as early as 27.07.2017, yet despite the lapse of several years, only a Part Occupation Certificate was issued on 12.06.2019 in respect of a limited portion of the commercial project, compelling the respondent to submit yet another application on 22.07.2023 for the remaining area. The fact that such application continues to remain pending clearly establishes that the project, insofar as the complainant's unit is concerned, has not attained the stage of lawful completion or occupation. Consequently, the respondent cannot simultaneously contend that the project stood completed so as to oust the jurisdiction of this Authority while, on the other hand, acknowledging that the requisite Occupation Certificate for the area containing the complainant's unit has not been obtained. Such a stand is self-contradictory and is liable to be rejected. In the absence of a valid Occupation Certificate covering the complainant's unit, the project continues to remain an ongoing project governed by the provisions of the RE(RD) Act, 2016 and this Authority retains full jurisdiction to adjudicate the present dispute. This observation also dovetails with *Newtech Promoters & Developers Pvt. Ltd. v. State of U.P.*, where the Supreme Court held that the Act applies to ongoing projects and that the promoter cannot avoid RERA obligations until the project has lawfully attained completion in accordance with the Act. Moreover, the respondent's own pleadings negate its objection to jurisdiction, as they disclose that the statutory process for obtaining the Occupation Certificate in respect of the complainant's area remains incomplete.

(iv) The respondent has also taken an objection that the complaint is grossly barred by the limitation. In this regard Authority places reliance upon the judgement of Apex court in ***"Civil Appeal No. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise"*** where it has been held that Indian Limitation Act deals with applicability to courts and not tribunals. Further, the RE(RD) Act is a special enactment with particular aim and object covering certain issues and violations relating to the housing sector. Provisions of the

Limitation Act, 1963, would not be applicable to the proceedings under the RE(RD) Act, 2016, as the Authority set up under that Act being quasi-judicial and not a Court. The promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring.

(v) The Authority has also considered the respondent's plea regarding non-execution of the Builder Buyer Agreement. In this regard, it is observed that execution of the Builder Buyer Agreement is primarily the responsibility of the respondent/promoter. Having allotted the unit and accepted consideration from the complainant, the respondent cannot evade its obligations merely on the ground that a formal agreement was not executed by the complainant himself/herself. The absence of a Builder Buyer Agreement cannot defeat the rights of the complainant.

(vi) The Authority has considered the contention of the respondent that the allotment of the unit was cancelled on 05.11.2009 on account of the complainant's alleged failure to clear the outstanding dues. However, this plea is found to be inconsistent with the respondent's own subsequent conduct. If the allotment had in fact been validly cancelled in the year 2009 and the contractual relationship between the parties had come to an end, there was no occasion for the respondent to continue treating the complainant as an allottee thereafter. It is noteworthy that the respondent itself has relied upon possession offer letters dated 27.04.2018 and 25.03.2019 to contend that the possession of the unit was offered to the complainant. The issuance of such letters clearly indicates that the respondent continued to recognize the complainant's rights in the allotted unit and considered the allotment to be subsisting. A person whose allotment stands cancelled cannot ordinarily be called upon to take possession of the unit. Thus, the respondent cannot simultaneously contend that the allotment stood cancelled in 2009 and at the same time, assert that the possession of the same unit was offered to the complainant in the years 2018 and 2019. Further, the respondent has not placed on record any cogent material to establish that the alleged cancellation was duly communicated to the complainant and thereafter acted upon in a manner consistent with a valid cancellation. In the absence of such evidence and in view of the respondent's own subsequent correspondence offering possession, the plea of cancellation loses its credibility. The conduct of the respondent in continuing to correspond with the complainant and issuing possession offers is wholly inconsistent with its stand that the allotment had already been terminated. The Authority, therefore, is of the view that the respondent cannot be permitted to take mutually destructive pleas by asserting cancellation of the allotment on one hand and relying upon subsequent offers of possession on the other. Such contradictory stands weaken the respondent's case and the plea of cancellation cannot be accepted to defeat the legitimate claim of the complainant.

(vii) The Authority has carefully considered the pleadings and documents placed on record by the complainant. It is not disputed that the complainant booked a commercial shop bearing Unit No. SF-62 measuring 400 sq. ft. in the respondent's project namely "Rodeo Drive Mall" on 30.12.2006 and made substantial payments towards the sale consideration. The material available on record reveals that the complainant had paid approximately ₹14,40,000/-, constituting about 90% of the total sale consideration of ₹16,00,000/-. Despite receipt of a substantial portion of the consideration, the respondent failed to deliver possession of the allotted unit within a reasonable period.

The Authority further observes that the project was launched in the year 2006 and even after the passage of several years, the possession of the originally allotted shop was not handed over to the complainant. Rather, vide letter dated 25.03.2019, the respondent offered possession of a unit measuring 298.785 sq. ft., which was significantly smaller than the originally allotted unit measuring 400 sq. ft. The respondent has not placed on record any material to establish that the complainant had consented to such reduction in the area of the allotted unit. Therefore, the complainant cannot be compelled to accept a unit different from the one originally allotted.

It is further evident from the record that the complainant continuously pursued the matter with the respondent through visits, representations, emails and other communications seeking possession of the allotted unit. However, no satisfactory explanation has been furnished by the respondent for the prolonged delay in completion of the project and delivery of possession. The delay, extending over a considerable period from the date of booking, cannot be regarded as reasonable by any standard.

The Authority is of the view that an allottee who has paid a substantial portion of the sale consideration is entitled to expect delivery of possession of the allotted unit within the promised or a reasonable period. The respondent, having accepted substantial consideration from the complainant, was under a corresponding obligation to complete the development and hand over possession of the unit in accordance with the allotment. Failure to do so for such a prolonged period amounts to deficiency in service and violation of the rights of the allottee. Accordingly, the Authority finds that the complainant has been deprived of the use and enjoyment of the allotted commercial unit for an inordinately long period despite making substantial payments and the respondent cannot escape its liability arising from the delay in completion of the project and delivery of possession.

(viii) The Authority observes that the complainant has stated in the complaint that the booking of the unit was made on 30.12.2006. However, no allotment letter, booking form or application form has been placed on record to substantiate the said date of booking. The earliest document available on record is a receipt dated 04.01.2007 issued by the respondent, wherein it has been recorded that a demand draft dated 30.12.2006 for an amount of ₹3,20,000/- was received as advance against the booking of the unit. The statement of account placed on record also reflects the booking amount of ₹3,20,000/- having been credited and does not contain any entry indicating that the booking was made prior to 04.01.2007. In the absence of any documentary evidence showing that the booking was made on 30.12.2006, the Authority considers 04.01.2007, i.e., the date of issuance of the receipt acknowledging the booking amount, as the date of booking of the unit for the purpose of adjudication of the present complaint.

(ix) The complainant as well as the respondent has not specified any deemed date of possession. The Authority observes that the allotment for the unit in question was made in favour of the complainant on 04.01.2007 which is specified as above. But Builder Buyer Agreement has not been executed till date and there is no clause pertaining to the deemed date of possession in the allotment. In absence of a specific clause for the deemed date of possession, it cannot rightly be ascertained as to when the possession of said plot was due to be given to the complainant. In ***Appeal No. 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya***, Hon'ble Appellate 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 three years is reasonable time for completion of construction work and delivery of possession. Accordingly, taking a period of three years from the date of allotment, as a reasonable time to complete development works in the project and to handover possession to the complainant, the deemed date of possession comes to 04.01.2010.

19. The Authority observes that the respondent has severely misused its dominant position. The due date of possession was 04.01.2010. Now, even after the lapse of 16 years, the respondent has neither offered valid possession to the complainant. Respondent has not even specified the valid reason/ground for not offering the possession of the booked unit. 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 unit, the allottee can also demand delayed interest and the respondent is liable to pay delayed interest along with monthly interest for the entire period of delay caused at the rates prescribed. So, the Authority hereby concludes that the complainant is entitled for the possession along with delay interest from the deemed date i.e. 04.01.2010 to the date on which a valid offer is sent to him after obtaining occupation/completion certificate.

20. 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;*

21. 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".*

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22. 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. 24.07.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

23. Authority has got calculated the delay 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 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 24.07.2026
1.	₹3,20,000/-	04.01.2010	₹5,72,465/-
2.	₹3,20,000/-	21.04.2012	₹4,93,119/-
3.	₹3,50,000/-	21.04.2012	₹5,39,349/-
4.	₹2,30,000/-	07.12.2012	₹3,38,777/-
5.	₹2,20,000/-	21.09.2013	₹3,05,300/-
	Total Interest		**₹22,49,010/-**
	Monthly Interest		**₹13,209/-**

24. Further, the complainant has prayed for interest @21% per annum. However, the RE(RD) Act, 2016, read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, prescribes interest at the rate of SBI MCLR + 2%, which, as on date, works out to be 10.80% per annum. Accordingly, the interest shall be calculated and awarded at this statutory rate.

25. The complainant has also sought compensation. In this regard, it is observed that the Hon'ble Supreme Court of India in ***<u>Civil Appeal Nos.</u>***

6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. 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 19 of the RE(RD) Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016 and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation cannot be adjudicated in the present proceedings. The complainant is, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses, if any.

26. The complainant did not press relief Nos. i, ii, iv and vii during the hearing and oral arguments. Therefore, no observation is being made with respect to the said reliefs.

H. DIRECTIONS OF THE AUTHORITY

27. Hence, the Authority hereby passes this order and issues 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 ₹22,49,010/- to the complainant towards delay already caused in handing over the possession till the date of order and further monthly interest of ₹13,209/- till the date of valid offer of possession after receipt of Occupation/Completion Certificate.

(ii) The respondent is directed to charge only those amounts permissible under the agreed terms and conditions between the parties. If any amount is collected by the respondent in violation of the agreed terms and conditions, it shall be refunded to the complainant.

(iii) The complainant will remain liable to pay balance consideration amount, if any, to the respondent at the time when valid possession is offered to the complainant as per the agreed terms and conditions.

(iv) The rate of interest chargeable from the allottee/complainant by the respondent/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.

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(v) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of

Haryana Real Estate (Regulation and Development) Rules, 2017, failing which legal consequences would follow.

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

(CHANDER SHEKHAR)
MEMBER

24.07.2026
Narinder Kaur
(Law Associate)