



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	950 of 2021
Date of filing:	24.08.2021
First date of hearing:	12.10.2021
Date of decision:	07.07.2026

Suresh Kumar now deceased through his legal representatives

1. Om Parkash Sharma S/o Sh. Laik Ram
R/o H. No. 113, HIG, PUDA Houses,
Sector 48 – C, S.A.S. Nagar, Mohali (Punjab)

2. Ramesh Kumar Sharma S/o Sh. Om Parkash Sharma
R/o H. No. 113, HIG, PUDA Houses,
Sector 48 – C, S.A.S. Nagar, Mohali (Punjab)

3. Pushpa Sharma W/o Sh. Bhuvneshwar Sharma (daughter of Sh. Om Parkash
Sharma)
R/o House No. 293, Sector 46 – A,
U.T. Chandigarh

.....COMPLAINANT(S)

Versus

1. TDI Infracorp (India) Limited.
Vandana Building,
Upper Ground Floor, Vandana Building,
11, Tolstoy Marg,
Connaught Place, New Delhi- 110001

2. Ritu Jain
R/o Barsat Road, Veer Handloom, Vikas Nagar,
Near Bajaj Dye House,
Panipat, Haryana

.....RESPONDENT(S)

Present: - Adv. Aakanksha, Learned Counsel for the Complainant through VC
Adv. Sunny Tyagi, Learned Counsel for the Respondent No. 1 through VC
None for Respondent No. 2

ORDER (DR. GEETA RATHEE SINGH – MEMBER)

1. Present complaint has been filed on 24.08.2021 by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made there under, wherein, it is inter-alia prescribed that the promoter shall be responsible to fulfill 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 & location of project	“TDI City”, Panipat
2.	RERA registered/not registered	Un-registered
3	Unit no.	D-341



4.	Unit area	250 sq. yards
5.	Date of booking by original allottee	25.05.2011
6.	Date of endorsement	24.03.2012
6.	Builder buyer agreement	17.10.2011
7.	Due date of possession	17.10.2014 (3 years from the date of Flat buyer agreement)
8.	Total Sale Consideration of the unit	₹26,65,750/-
9.	Amount paid by complainant	₹24,44,492/-
10.	Part completion certificate received by the respondent	10.02.2014
11.	Offer of possession	Not made

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. That the respondent is a colonizer and real estate developer. In 2011, the respondent represented to the general public that it was developing a residential plotted colony named 'TDI City' in Panipat, Haryana, in a time-bound manner. It further represented that development was ongoing and that all mandatory licenses, approvals, and sanctions had been obtained from the Department of Town & Country Planning, Haryana (DTCP), under The Haryana Development & Regulation of Urban Area Act, 1975 and its Rules 1976.
4. Based on the representations made by the respondent, one plot measuring 250 sq. yds. was booked by Sh. Vijay Kumar, S/o Sh. Jai Bhagwan, by depositing an initial booking amount of ₹4,00,000/- against a receipt dated

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25.05.2011. The Basic Sale Price (BSP) was fixed at ₹8,000/- per sq. yd., totaling ₹20,00,000/-, plus statutory charges.

5. That as per the advance registration form, the plot was represented to be at a two-fold prime location featuring a corner plot and located on 18-Meter wide road, subject to additional payments of ₹2,00,000/- (for the 18-Meter road) and ₹70,000/- (for the corner location). No agreement was offered for execution at the time of booking; instead, the respondent waited until a substantial amount was deposited, leaving the booking holder without bargaining power. The copy of the registration form and receipt dated 25.05.2011 are collectively annexed as Annexure-C/1.
6. Since the inception of the booking, the respondent engaged in deceptive trade practices by failing to provide mandatory specifications while receiving earnest money, taking undue advantage of the situation. This constitutes a severe deficiency in service, a practice discouraged by the Hon'ble National Commission in "Emaar MGF Land Limited Vs. Karnail Singh" (First Appeal No. 342 of 2014).
7. That vide an allotment letter dated 21.09.2011, plot no. D-341 (measuring 250 sq. yards) was allotted to the booking holder. After obtaining a huge amount, the respondent forwarded a heavily one-sided plot buyer's agreement dated 17.11.2011, forcing the booking holder to sign without any room for negotiation or discussion. Copy of plot buyer agreement dated is annexed as Annexure C/2. Under these compelling circumstances



and the apparent authority of the respondent, the booking holder had no option but to sign. Such a practice is illegal and violates settled law, as held by the Hon'ble Supreme Court in "Central Inland Water Transport Corporation Ltd. Vs. Brojo Nath Ganguly" (AIR 1986 SC 1571) and "Sheo Prakash Gupta Vs. Kanpur Development Authority" (FA No. 374/2015, decided on 12.06.2017), which established that one-sided agreements are invalid.

8. That in the plot buyer's agreement, the External Development Charges (EDC) and Infrastructure Development Charges (IDC) were quantified at ₹1,257/- and ₹325/- respectively, aggregating to ₹3,95,500/-, bringing the total represented sale consideration to ₹26,65,750/-.
9. That although the allottee chose payment plan option-II in the advance registration form, the respondent suo motu and without consent altered the payment plan in the final agreement. When opposed, the respondent persuaded the booking holder that if he obliges the same, possession would be delivered within 2 years of booking. Under this modified plan, the booking holder was required to deposit 90% of the total cost within 14 months of booking, with the remaining 10% due at the time of possession. That more than the due required amount was deposited even prior to 14 months from the date of booking but till date the respondent has not offered the possession of the plot.



10. That the respondent assured that possession would be handed over within 24 months upon completing all development work in the colony. Although this 24-month timeline was omitted from the final agreement, however same is evident from the aggressive 14-month payment schedule. Even though a fixed time was omitted in writing, the Hon'ble Supreme Court in "M/s Fortune Infrastructure V/s. Trevor Dlima" (Civil Appeal No. 3533/2017, decided on 12/03/2018) held that possession must be given within a reasonable time where no fixed time is stipulated.
11. That the booking rights and liabilities for the plot were purchased by the complainant and legally transferred in his name 24.03.2012 in the respondent's records, endorsed on the reverse side of the receipt dated 25.05.2011 (at point "A") and the plot buyer's agreement. The complainant thus stepped into the shoes of the original allottee with the respondent's full permission.
12. That despite zero development at the site, the complainant timely deposited a total of ₹24,41,192/- by 20.07.2012 against demands, plus an additional ₹3,300/- as interest on 16/08/2013, totaling ₹24,44,492/-. This exceeded the required 90% payment and was completed well before the 14-month threshold. Despite these timely payments, the respondent arbitrarily charged interest on EDC as well as on the basic cost. The statement of account issued on 31.05.2014 reflecting these deposits is annexed as Annexure - C/3.



13. A glaring unfair trade practice on the part of the respondent is that despite extracting an extra ₹2,00,000/- for a prime location on an 18-Meter wide road, the approved layout plan now discloses only a 12-Meter wide road on both sides of the plot and no road has been constructed till date. The respondent fraudulently extracted this amount roughly 9 years ago, rendering it liable for a refund with the same rate of interest practiced by the respondent company.
14. That more than 10 years have passed since the booking, yet the respondent has failed to complete the project, carry out development work, offer possession, or provide updates regarding the occupation certificate. Time was made the essence of the booking, as demonstrated by the compressed payment timeline.
15. The respondent actively concealed the fact that it lacked the necessary statutory approvals and clearances from the threshold stage, an act of "suppressio-veri". Collecting public money while knowing the project would be inordinately delayed is fraudulent, making the respondent liable to pay statutory compensation on all deposited amounts from the dates of their respective deposits until actual possession of the plot. Hence, present complaint has been filed.

C. RELIEF SOUGHT

16. In view of the facts mentioned above, the complainant has prayed for the following reliefs:



- i. The respondent be directed to hand over the actual physical possession and to get the conveyance deed registered in respect of the plot in question to the complainant, after fully developing the said colony and obtaining the occupation certificate.
- ii. The respondent be further directed to pay the statutory interest on delayed period, on amount deposited from their respective deposits till possession of plot, in the interest of justice.
- iii. The respondent be further directed to refund the excess amount of ₹2,00,000/- on account of PLC charges i.e. 18 meters and above wide road location, with interest.

D. REPLY ON BEHALF OF RESPONDENT NO. 1

Learned counsel for the respondent no. 1 filed detailed reply dated 15.12.2022 pleading therein:

17. Respondent challenged the maintainability of the complaint on following grounds:
 - i. The Real Estate (Regulation and Development) Act, 2016 (RERA) was enacted for effective consumer protection rather than protecting the interests of speculative investors because RERA does not explicitly define "Consumer," therefore, the definition under the Consumer Protection Act must be applied. The complainant is an investor, not a consumer, and therefore lacks the locus standi to file this complaint.



- ii. The complaint is legally time-barred and has been filed long after the expiration of the limitation period.
 - iii. The provisions of the RERA Act are prospective in nature and cannot be applied retrospectively to this matter as held by the Hon'ble High Court of Judicature at Bombay in Neel Kamal Realtors Suburban (P) Ltd. Vs. UOI & Ors.
 - iv. There is no cause of action in favour of the complainant to file the present complaint against the respondent as complainant has miserably failed to make a case against the respondent.
18. That the residential plot in question was originally booked by Mr. Vijay Kumar, who filled out the advance registration form and executed a valid agreement with the respondent. Mr. Vijay Kumar entered into this agreement with his free will and consent, fully understanding its terms, without raising any objections. The current complainant has no legal right to challenge the terms and conditions agreed upon by the previous owner.
19. That the respondent never engaged in deceptive trade practices, fraud, or unfair trade practices. All necessary project particulars and details were transparently provided to the allottee at the time of booking.
20. That the respondent completely denies making any assurance that possession of the plot would be handed over within 24 months of booking. The allegations that the project has been delayed for over 10 years are entirely false. The respondent successfully completed the infrastructure



and development works a long time ago and provided all necessary facilities, as evidenced by the large number of houses already constructed and occupied within the township. The respondent's actions involve no *suppressio veri* (suppression of truth) or fraud, and no statutory compensation is applicable.

21. That the booking holder/complainant consistently failed to make scheduled payments despite receiving repeated calls and notices from the respondent. Due to this continuous default, the respondent legally cancelled the allotment. Subsequently, the plot was officially re-allotted to a third party, Mrs. Ritu Jain, on 30.08.2018.
22. Because the allotment was lawfully cancelled and the plot was re-allotted to another buyer in 2018 due to the complainant's own financial defaults, the respondent is under no legal obligation to hand over possession, execute a conveyance deed, or refund the sum of ₹2,00,000/- with interest. The case laws cited by the complainant rest on entirely different facts and are completely inapplicable to this matter. So, the present complaint be dismissed.

E. REPLY ON BEHALF OF RESPONDENT NO. 2

23. Notice to respondent no. 2 was served by way of publication in two leading newspapers on 23.04.2026. Despite service of notice, none appeared on behalf of respondent no. 2 and hence the matter is being proceeded ex-parte against her.



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

24. Learned counsel for the complainant reiterated the facts as were submitted in the complaint. She argued that the complainant has fulfilled all his contractual obligations by making timely payments as per the buyer's agreement but respondent failed to deliver lawful and valid possession within the stipulated period. She further argued that the illegal and unauthorized construction has been raised on the plot in question. The complainant even visited the plot and enquired as to who was carrying out the construction but no response was given by the workers. So, the complainant has no knowledge of the person who has illegally occupied the plot and raising construction thereon. She further stated that the statement of account annexed as Annexure C-3 with the complaint depicts that the complainant has paid an amount ₹24,40,460/- whereas the customer ledger annexed by respondent no. 1 with application dated 31.10.2023 depicts that a sum of ₹48,87,274/- stands paid to respondent no. 1. However, she admitted that a sum of ₹24,44,492/- only has been paid to respondent no. 1 till date. Hence, she requested that respondent be directed to offer the possession of the plot along with delay interest to the complainant.
25. On the other hand, learned counsel for the respondent argued that the complainant has not approached the Hon'ble Authority with clean hands



and had not disclosed that he was defaulting in making timely payments as a result of which his plot was cancelled and was re-allotted to another on 30.08.2018. He argued that as on date Mrs. Ritu Jain is in the possession of the plot in question. He further argued that the customer ledger dated annexed by respondent no.1 vide application dated 31.10.2013 was submitted by previous counsel and he has knowledge of the same. However, he admitted that the amount of ₹24,44,492/- has been paid by the complainant.

G. ISSUES FOR ADJUDICATION

26. Whether the complainants are entitled to relief of possession of the plot in question along with payment of delayed possession charges as prescribed under the Act?
27. Whether the complainants are entitled for refund of ₹2,00,000/- along with interest paid on account of preferential location i.e. 18 meters and above wide road location?

H. FINDINGS ON THE OBJECTIONS RAISED BY RESPONDENT

NO. 1

a) Objection raised by the respondent that the complainant is not "consumer" but rather "investor" who purchased the unit for investment and speculative gains.

The respondent has taken a stand that the complainant is a speculative buyer who had invested in the project for monetary returns and taking


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undue advantage of RERA Act 2016 as a weapon during the present downside conditions of the real estate market and therefore not entitled to the protection of the Act of 2016. In this regard, Authority observes that "any aggrieved person" can file a complaint against a promoter if the promoter contravenes the provisions of the RERA Act, 2016 or the rules and regulations. In the present case, complainant is aggrieved person who have filed a complaint under section 31 of the RERA Act, 2016 against the promoters for violation/contravention of the provisions of the RERA Act, 2016 and the Rules and Regulations made thereunder. Here it is important to emphasize upon the definition of the term allottee under the RERA Act 2016, reproduced below:-

"Section 2(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 builder buyer agreement dated 17.10.2011 it is clear that complainant is an allottee as Unit no. D-341, admeasuring 250 sq. yards in the project known as "TDI City, Panipat" was allotted to him by the respondent promoter. The concept/definition of investor is not



provided or referred to in RERA Act, 2016. As per the definitions provided under section 2 of the RERA Act, 2016, there will be "promoter" and "allottee" and there cannot be a party having status of an investor. Further, the definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee/consumer 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 is not defined or referred to in the Act. Thus, the contention of the promoter that allottees being investor are not entitled to protection of this Act stands rejected.

b) Objection raised by the respondent that the complaint is time barred.

Reference in this regard is made to the judgement of Hon'ble Apex court Civil Appeal No. 4367 of 2004 titled as "M.P Steel Corporation v/s Commissioner of Central Excise". Relevant part of the said judgment is reproduced here under:-

"It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963." 20. In Kerala State Electricity Board v. T.P"



The promoter has till date failed to fulfill his obligations because of which the cause of action is re-occurring. RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not Courts.

c) Objection raised by the respondent that the provisions of the RERA Act are prospective in nature and cannot be applied retrospectively.

Reference can be made to the case titled M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (supra), wherein the Hon'ble 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 allottee 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 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 16stoppels16ng 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."

The provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion though the contract/ agreement might have taken place before the Act and the



Vijay Kumar booked a plot measuring 250 sq. yards in the year 2011 by paying booking amount of ₹4,00,000/-. Vide allotment letter dated 21.09.2011, plot no. D-341, admeasuring 250 sq. yards in the project namely "TDI City", Panipat was allotted to the complainant. Thereafter, a builder buyer agreement dated 17.10.2011 was executed between the parties for total sale consideration of ₹26,65,750/-. It is pertinent to mention here that the complainant in his pleadings has mentioned that plot buyer agreement was executed between the parties on 17.11.2011 whereas perusal of the copy of agreement annexed as Annexure C/2 reveals that it was executed on 17.10.2011. So, Authority presumes that the complainant has inadvertently mentioned the date of execution of the builder buyer agreement as 17.11.2011 instead of 17.10.2011.

29. Thereafter, the complainant Sh. Suresh Kumar purchased the booking rights and liabilities of the said plot from erstwhile purchaser and same was endorsed in his name on 24.03.2012. It is further evident from the record that against said total sale consideration, the complainant has alleged that a sum of ₹24,44,492/- has been paid to respondent no. 1 till August 2013 and same has been admitted and not disputed by respondent no.1. So said amount of ₹24,44,492/- is being taken as paid amount for all purposes.
30. The main grouse of the complainant in the present case is that even after lapse of 15 years from the date of execution of the builder buyer agreement



possession has not been offered to the complainant. The complainant has alleged that the possession of the plot was to be handed over to him within 24 months upon completing all development work in the colony. However, no fixed time has been stipulated in the agreement for handing over the possession of the plot. Hence, Authority deems appropriate to place reliance upon the judgement of Hon'ble Supreme Court in the case of **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr** wherein 3 years' time has been held as reasonable time where the exact date for handing over possession cannot be ascertained. Accordingly, the respondent was to handover the possession of the unit within 3 years of date of plot buyer agreement, i.e., by 17.10.2014.

31. Admittedly, possession of the plot has not been handed over to the complainant till date. Respondent no. 1 in his reply has alleged that complainant consistently defaulted in making timely payments despite repeated calls and notices from the respondent and consequently allotment in favour of complainant was cancelled and the plot was re-allotted to a third party, Mrs. Ritu Jain, on 30.08.2018. In this regard it is observed that as per the payment plan agreed between the parties 90% of the total cost was required to be deposited within 14 months from the date of booking with the remaining 10% due at the time of possession. The total sale consideration of the plot was fixed as ₹26,65,750/- and 90% of same works out to ₹23,99,175/-, whereas the complainant had paid a sum of



₹24,41,192/- till July 2012. Meaning thereby more than 90% of the total cost of the plot was paid by the complainant within a span of 12 months from the date of booking (May 2011) i.e. before agreed timeline. Secondly, the respondent no. 1 has not placed on record any document to prove that any demand letter/reminder was sent to the complainant for the payment of outstanding dues till July 2012 and complainant delayed in payment of the same. It was only on 16.07.2013 when respondent no.1 issued a reminder to the complainant for payment of outstanding due of ₹3298.83/- and same was paid by the complainant in August 2013 (as evident from the customer ledger annexed as Annexure R-2 with application dated 31.10.2024). Hence, the contention of the respondent no. 1 that complainant was himself a defaulter does not hold any merit. Instead, complainant's actions are in no way showing any default on his part and the respondent's arguments are merely an attempt to shift responsibility for its own defaults onto the complainant.

32. Further, the respondent no. 1 has stated in his reply dated 15.12.2022 that the plot of the complainant was cancelled and re-allotted to another on 30.08.2018. However, no documentary evidence in support of said plea was placed on record. Neither copy of cancellation letter is annexed with the reply nor is even the date on which the allotment of the complainant was cancelled mentioned. Therefore, Authority vide its interim order dated



23.08.2023 directed the respondent to provide information on following points:

- i. Status of the completion certificate of the project.
- ii. Cancellation letter alongwith proof of service.
- iii. Demand letters and reminders for payment following which allotment of plot was cancelled.
- iv. Proof of allotment to third party with supporting documents like builder buyer agreement.
- v. Latest statement of account of complainants

33. In part compliance of above said order, respondent no. 1 submitted certain documents on 31.10.2023 which are as under:

- i. Copy of part completion certificate dated 10.02.2014.
- ii. Customer ledger of Mr. Suresh Kumar dated 03.10.2023 which reflects that a sum of ₹48,87,274/- has been paid by the complainant.
- iii. Final statement of account of Mr. Suresh Kumar dated 03.10.2023 reflecting amount received from the complainant as ₹48,79,942/-.
- iv. Reminder dated 16.07.2013 seeking payment of ₹3,298.83/- from the complainant.


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- v. Affidavit cum undertaking of Mr. Vijay Kumar for transferring the rights in the plot in favour of the complainant and request application in this regard.
- vi. Final statement of account of Mrs. Ritu Jain.
- vii. Agreement dated 11.03.2019 executed with Mrs. Ritu Jain.
- viii. Allotment letter dated 30.08.2018 in favour of Mrs. Ritu Jain.

However, respondent no. 1 did not provide the complete information as sought by the Authority which is as under:

- i. The demand letters and reminders for payment following which allotment of plot was cancelled.
 - ii. Cancellation letter alongwith proof of service
 - iii. Copy of the conveyance deed executed in favour of Mrs. Ritu Jain.
 - iv. Valid builder buyer agreement executed with Mrs. Ritu Jain.
34. After perusing the documents submitted by respondent no. 1, Authority vide its order dated 05.11.2024 directed the complainant to implead Mrs. Ritu Jain as necessary party by submitting amended memo of parties, since allegedly plot stands transferred in her name. In compliance thereof, complainant filed amended memo of parties on 06.02.2025 and Authority vide its order dated 27.05.2025 directed the office to issue notice to respondent no. 2. Said notice was issued on 05.06.2025 but same was



returned undelivered on 11.06.2025 and therefore, vide order dated 09.09.2025, complainant was directed to provide complete and correct address of the Mrs. Ritu Jain. Complainant vide application dated 28.01.2026 submitted that Mrs. Ritu Jain is a complete stranger to him and address already submitted was taken from the allotment letter dated 30.08.2018 submitted by respondent no. 1 and therefore, request was made to direct respondent no. 1 for providing complete and correct address of Mrs. Ritu Jain. Hence, vide order dated 03.02.2026, above said application dated 28.01.2026 was allowed and respondent no. 1 was directed to provide current address of Mrs. Ritu Jain. On 07.04.2026, learned counsel for the respondent no. 1 stated that the address mentioned on the allotment letter issued to Mrs. Ritu Jain on 30.08.2018 is the last known address of her. So, learned counsel for the complainant requested that notice be served by way of publication. Accordingly, Mrs. Ritu Jain was served notice by way of publication in two leading newspapers on 23.04.2026. Despite service of notice, none appeared on behalf of respondent no. 2 on 05.05.2026 and today. Hence the matter is being proceeded ex-parte against her.

35. Before proceeding further, it is important to first adjudicate whether the unit/plot allotted to the complainant was legally cancelled or not and to establish whether or not the re-allotment to third person is a legal



allotment. For this, Authority has carefully examined the documents submitted by respondent no. 1 on 31.10.2023 and observes as following:

- a. The respondent no. 1 received part completion certificate (PCC) for the project on 10.02.2014. After receipt of PCC, respondent should have offered the possession of the plot to the complainant, who had paid more than 90% amount, along with final statement of account demanding the outstanding balance, if any. However, in the present case, no offer of possession has been made to the complainant till date. Further, no demand letters have been placed on record to prove that demands were raised by respondent no.1 and complainant defaulted in paying the same due to which the unit of the complainant was cancelled. Even if the contention of the respondent no. 1 is presumed to be true that complainant defaulted in making payments, copy of cancellation letter along with service report has not been placed on record to prove that the allotment of the complainant was cancelled and complainant was duly informed about the same and the amount deposited by him was refunded. Therefore it cannot be established that the plot allotted to complainant was ever cancelled by respondent no.1. Statement of respondent no. 1 that the allotment of the complainant was cancelled is not substantiated by any documentary evidence, and hence said alleged cancellation after accepting more than 90% of



payment and without communicating the same to the complainant is held to be invalid and bad in law.

- b. To substantiate its defence that third party rights have already been created in the plot in favour of Mrs. Ritu Jain on 30.08.2018, respondent no. 1 has annexed an undated and unsigned copy of the builder buyer agreement which bears the stamp dated 11.03.2019, (the date on which e-stamp was purchased). Said agreement is only signed by Mrs. Ritu Jain and no particulars with regard to the plot for which said agreement is being executed are mentioned therein. It is a blank agreement lacking the date of execution of agreement, stamp and signatures of respondent no. 1. Even the name of the allottee with whom it is being executed has not been mentioned. Meaning thereby no contract has been executed between respondent no. 1 and respondent no.2 qua the plot in question.
- c. The final statement of account dated 23.10.2023 and allotment letter dated 30.08.2018 issued by respondent no. 1 to respondent no. 2 depicts that a sum of ₹21,21,200/- has been paid by her for plot no. D-341 measuring 228.211 sq. yards @5921.399 per sq. yard and a sum of ₹1,49,178/- remains due. However, neither any mention has been made as to how (mode of payment) and when said payment was made by respondent no. 2 nor any bank



statement has been placed on record to prove that said payment was made by respondent no.2 and received by respondent no.1.

Further, the Authority is at loss to understand that when the booking of the plot was made in 2011, at basic sale price of ₹8,000/- per sq. yard, then why the plot was re-allotted to Mrs. Ritu Jain in the year 2018 at a much cheaper rate i.e ₹5921.399 per sq. yards. In a normal scenario, because of inflation the cost of the unit usually increases over time to keep up with the rising cost of living and business. But in the present case, the cost of the unit has resultantly decreased as per the documents available on record. Further, why would a builder agree to refund an amount of ₹24,44,492/- only to sell the unit for ₹21,21,200/-. This has left the Authority with no option but to presume that the alleged re-allotment to Mrs. Ritu Jain is a mere sham transfer made only to defeat the rights of the complainant. Such practices were very much prevalent before enactment of RERA Act and hence, the essence and purpose of the RERA Act, 2016 was to curb such tendencies/menace created by the developer/promoter and safeguard the interests of the allottees by protecting them from being exploited by the dominant position of the developer which he thrusts on the innocent allottees.

36. Furthermore, respondent no.1 was clearly directed to place on record the conveyance deed executed between him and respondent no. 2 but same has



not been produced till date despite several specific directions passed by the Authority. Hence, no strong evidence has been adduced to prove that plot has been re-allotted to Mrs. Ritu Jain and the documents already submitted in no way prove that there was any agreement to sell/builder buyer agreement with respect to plot in question between the respondent no.1 and respondent no. 2.

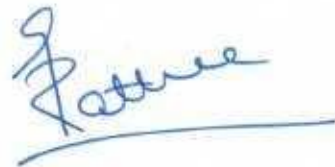
37. Complainant vide applications dated 08.04.2025 and 28.01.2026 has apprised the Authority that during the pendency of the present case, illegal and unauthorized construction has been raised on the plot in question by respondent no. 1 in collusion with respondent no.2 and the photos of said construction have also been annexed. However, in the absence of any cancellation letter, valid builder buyer agreement or conveyance deed executed in favour of Mrs. Ritu Jain, it cannot be established that the construction on the plot is being raised by respondent no.1 or respondent no. 2 or any third person for that reason. Even learned counsel for the complainant during hearing, orally stated that complainant visited the site to enquire about the illegal construction however he did not get any response from the people present at construction site, as to who is raising said construction.

Since the plot bearing no. D-341 was duly allotted to the complainant and valid plot buyer agreement was executed with him, any construction on said plot by anybody amounts to illegal construction. Mere



construction on said plot by an unknown person would not defeat the rights of the complainant/allottee qua said plot.

38. When an allottee becomes a part of the project, it is with a hope that he will be able to enjoy the fruits of his hard earned money in terms of a safety and security of his own home. However, in this case due to peculiar circumstances complainant has not been able to enjoy the fruits of his investment capital as the possession of the plot in question is shrouded by a veil of uncertainty. Complainant had invested a huge amount of about ₹24,44,492/- by the year 2013 with the respondent to gain possession of a plot. However respondent has miserably failed to offer possession of the unit within a reasonable time.
39. The facts set out in the preceding paragraphs demonstrate that, admittedly, the delivery of possession of the booked plot has been delayed beyond the stipulated period of time. As per para 30 of this order, respondent no. 1 should have delivered possession of the plot by 17.10.2014, however, respondent no. 1 failed to offer possession of the booked plot till date. Admittedly there has been an inordinate delay in delivery of possession but the complainant wishes to continue with the project and take possession. Hence, respondent no. 1 is liable to issue offer of possession to the complainants along with final statement of accounts. In these circumstances, provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the



booked plot, the complainant is also entitled to receive interest from the respondent on account of delay caused in delivery of possession for the entire period of delay till a valid offer of possession is issued to the complainant. So, the Authority hereby concludes that the complainant is entitled to receive delay interest for the delay caused in delivery of possession from the deemed date of possession i.e 17.10.2014 till the date of valid offer of possession is issued to him. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. 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.”

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: *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 (NCLR) 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".."

40. 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. 07.07.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.
41. Hence, Authority directs respondent no. 1 to issue valid offer of possession and pay delay interest to the complainant on account of failure in timely delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to 10.80% (8.80% + 2.00%) from deemed date of possession till the date of valid offer of possession along with fresh statement of account is issued to the complainants.
42. Authority has got calculated the interest on the total paid amount from the deemed date of possession i.e. 17.10.2014 or date of payment (whichever is later) till the date of this order i.e. 07.07.2026 and further monthly interest at the rate of 10.80%. Complainant shall be entitled to further interest on the paid amount till realization beginning from 27.05.2026 at the rate of 10.80% as per detail given in the table below:



Sr. No.	Principal Amount (in ₹)	Deemed date of possession	Interest Accrued till 07.07.2026 (in ₹)
1.	₹24,44,492/-	17.10.2014	₹30,97,178/-
Total	₹24,44,492/-		₹30,97,178/-
Monthly Interest			₹22,422/-

43. The complainant has also prayed that the amount of ₹2,00,000/- collected on account of preferential location charges i.e. 18 meters and above wide road location should be refunded with interest. In this regard, it is observed that as per the registration form annexed as Annexure C/1 and plot buyer agreement dated 17.10.2014, respondent no. 1 has charged a sum of ₹2,00,000/- as the plot was located on 18 meters wide road or above. Complainant has contended that the approved layout plan now discloses only a 12 meters wide road on both sides of the plot and no road has been constructed till date. Accordingly, respondent no. 1 is directed to provide the complainant with copy of approved layout plan and in case in said plan, the road adjoining the plot in question is less than 18 meters, respondent no. 1 shall refund the amount of ₹2,00,000/- along with interest as per Rule 15 of HRERA Rules, 2016 from the date of its payment till actual realization.
44. It is pertinent to mention that the cost of ₹10,000/- and ₹25,000/- payable to the Authority was imposed on respondent no. 1 vide orders dated



21.11.2023 and 01.10.2024 respectively for non-compliance of the orders of the Authority. Learned counsel for respondent no. 1 on hearing dated 07.04.2026 stated that said cost has been paid to the Authority, however proof of the same has not been submitted till date. Accordingly, respondent no.1 is directed to pay said cost of ₹35,000/- to the Authority.

J. DIRECTIONS OF THE AUTHORITY

45. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. Respondent no. 1 is directed to issue fresh offer of possession of the allotted plot no. D-341 located at 'TDI City, Panipat' to the complainant along with statement of account including therein the delay interest calculated in Para 42 within 30 days of uploading of this order. Complainants shall accept the same within next 30 days of the offer of possession.
- ii. Respondent no. 1 is directed to pay upfront delay interest of ₹30,97,178/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017. Respondent no. 1 will be further liable to



- pay monthly interest of ₹22,422/- till fresh legally valid offer of possession is issued to the complainant.
- iii. Respondent no. 1 is directed to get conveyance deed of plot of the complainants executed within 30 days of acceptance of possession of the plot by the complainant.
- iv. Complainants will remain liable to pay balance consideration amount and stamp duty charges as per the agreement executed between the parties.
- v. The respondent no. 1 shall not charge anything from the complainant which is not part of the agreement to sell.
- vi. Respondent no. 1 shall provide the complainants with copy of approved layout plan and comply with the directions given in Para 43 of this order.
- vii. Respondent no. 1 shall deposit with the Authority cost of ₹10,000/- and ₹25,000/- imposed vide orders dated 21.11.2023 and 01.10.2024 respectively.
46. The complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.


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DR. GEETA RATHEE SINGH
[MEMBER]