HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. **COMPLAINT NO.782 OF 2023**

Monika Nandal ....COMPLAINANT

VERSUS

Ruhil Promoter Pvt. Ltd. ....RESPONDENT

2. **COMPLAINT NO.792 OF 2023**

Monika Nandal ....COMPLAINANT

VERSUS

Ruhil Promoter Pvt. Ltd. ....RESPONDENT

Date of Hearing: 07.07.2026

Hearing: 10th(in both complaints)

Present: - Adv. Karanvir Hooda, Learned Counsel for the Complainant through VC (in both complaints)

Mr. Kamaljeet Dahiyaa , Learned Counsel for the Respondent

ORDER(DR. GEETA RATHEE SINGH- MEMBER)

1. Both the captioned complaints have been taken up together as they have been filed by the same complainant, pertain to the same respondent with

Rathee

similar grievance and interlinking facts and circumstances. Today, cases are fixed for arguments and consideration.

2. Initiating his submission, learned counsel for the respondent raised objection to the facts and circumstances involved in both the captioned complaints. He submitted that as per the record available with the respondent, the complaint no. 782 of 2023 has been filed for unit bearing no. D-902 wherein the complainant has claimed to have paid an amount of ₹ 50,31,857/- in respect of the said unit, whereas the complaint no. 792 of 2023 has been filed for unit bearing no. D-903 wherein the complainant has claimed to have paid an amount of ₹ 49,47,755/- in respect of the said unit. In support of his contention, learned counsel for the respondent placed on record advance copies of both the complaint file before the Authority received by the respondent. He further argued that the complainant has intermixed the receipts in the complaint file for both the respective units and thus there is no clarity in the paid amount.

Learned counsel for the respondent also averred that in respect of the unit bearing no. D-902 wherein the complainant has claimed to have paid an amount of ₹ 50,31,857/-, the respondent has only received an amount of ₹ 38,81,857/-. Learned counsel for the respondent denied receipt of remaining amount. He submitted that he will be filing fresh documents to clarify the paid amount during the course of the day.

3. In rebuttal, learned counsel for the complainant submitted that Complaint no. 782 of 2023 has been filed for unit bearing no. D-903 wherein the complainant has paid a total amount of ₹ 49,47,755/- and Complaint no. 792 of 2023 has been filed for unit bearing no. D-902 wherein the complainant has paid a total amount of ₹50,31,857/- . He further submitted that vide application dated 13.01.2026, filed in respective complaint cases, the same has already been clarified and recorded in the order of the Authority dated 05.05.2026. Learned counsel further submitted that in respect of unit no. D-902, the respondent while calculating the total paid amount has missed payment of two instalments receipt of which is placed at page 9 and 10 of the application filed in the registry on 13.01.2026 in said complaint.
4. After hearing submissions of both parties and perusal of record, it is observed that both the captioned complaints have intermingling facts and records. However, drawing insight from the relief sought of the respective compliant file, it can be duly observed that Complaint no. 782 of 2023 has been filed for unit bearing no. D-903 and Complaint no. 792 of 2023 has been filed for unit bearing no. D-902. On perusal of the reply filed by the respondent in respective complaints, it is observed that no objection has been raised by the respondent in respect of the difference in unit no. or documents placed on record in said complaints.

It is further observed that the respondent had initially filed a statement of account in respect of unit bearing no. D 902 in Complaint no. 782 of 2023 vide application dated 29.09.2025, admittedly having received ₹ 38,81,857/- towards said unit. However, thereafter Authority in its order dated 23.12.2025 had observed that the receipts/ledger qua the respective units have been interchanged or misplaced causing difficulty in calculation of interest thereby seeking clarification in this regard. In response, respondent had filed an application dated 29.12.2025 for filing a statement of account in respect of unit bearing no. D-903 in Complaint no. 782 of 2023 wherein the total paid amount has been mentioned as ₹ 49,47,755/- and respective application in Complaint no. 792 of 2023 for unit bearing no. D-902 wherein the total paid amount has been mentioned as ₹ 38,81,857/-. Thus, in view of the directions of the Authority the respondent itself had clarified the units in respective complaints which corroborate with the relief sought of the respective complaints and thus need no further clarification.

5. Now, in regards to the total paid amount in the respective complaints, it is observed that in light of the observations recorded in preceding paragraph, the Complaint no. 782 of 2023 has been filed for unit bearing no. D 903 for which the respondent itself has placed on record latest statement of account in which the total paid amount has been

reflected as ₹ 49,47,755/-. Thus, there is no dispute in respect of the same in Complaint no. 782 of 2023.

6. Now in Complaint no.. 792 of 2023, filed for unit bearing no. D 902, the complainant claims to have paid an amount of ₹50,31,857/- whereas the respondent claims to have received an amount of ₹ 38,81,857/-. The details of the paid amount of ₹50,31,857/- claimed by the complainant is as follows:

Date	Amount (Rs.)	Proof
23.10.2012	500/-	Cash Receipt
27.10.2012	3,50,000/-	Cash Receipt
09.01.2013	6,50,000/-	Cash Receipt
30.01.2013	5,00,000/-	Cash Receipt
18.06.2013	4,50,000/-	Cash Receipt
14.09.2013	7,00,000/-	Cash Receipt
29.01.2014	5,11,000/-	Cash Receipt
21.07.2014	10,50,000/-	Cash Receipt
17.01.2015	5,00,000/-	Cash Receipt
22.06.2015	31,666/-	Ledger
01.06.2019	2,88,691/-	Ledger
Total Amount:-	₹ 50, 31, 857	

7. The respondent herein is denying receipt of cash amount of ₹ 4,50,000/- dated 18.06.2013 and ₹ 7,00,000/- dated 14.09.2013. In

this regard it is observed that as per the ledger account placed on record by the respondent out of the amount of ₹ 38,81,857/-, barring a payment of ₹ 2,88,691/-, remaining entire payment has been made in cash. The complainant along with its claim of ₹50,31,857/- has filed an affidavit in support of the receipts placed on record. However, till date the respondent has failed to file any rebuttal/objection to the receipts filed by the complainant. Vide order dated 05.05.2026, respondent had sought time to clarify the total amount paid by the complainant in the captioned complaint. However, no such document had been filed. Even today learned counsel for the respondent had submitted that he would be filing fresh documents, yet, it is 4:30 PM, registry has been closed and no fresh document has been filed.

8. Arguments heard. Case is disposed of. Detailed order to follow.

Rathee

DR. GEETA RATHEE SINGH
[MEMBER]

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**782 of 2023**
Date of filing.:	**06.04.2023**
First date of hearing.:	**17.05.2023**
Date of decision.:	**07.07.2026**

Monika Nandal W/o Late. Sh. Sudhir Nandal
R/o B-36-37, 3rd Floor, Prashant Vihar
Pitampura, New Delhi

....COMPLAINANT

VERSUS

Ruhil Promoters Private Limited
Office at Khasra No 28/23,
Bhagya Vihar , Madanpur Dabas
New Delhi-110081

....RESPONDENT

Complaint no.:	**792 of 2023**
Date of filing.:	**06.04.2023**
First date of hearing.:	**17.05.2023**
Date of decision.:	**07.07.2026**

Monika Nandal W/o Late. Sh. Sudhir Nandal
R/o B-36-37, 3rd Floor, Prashant Vihar
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....COMPLAINANT

VERSUS

Ruhil Promoters Private Limited
Office at Khasra No 28/23,
Bhagya Vihar , Madanpur Dabas
New Delhi-110081

....RESPONDENT

Present: - Adv. Karanvir Hooda, Learned Counsel for the Complainant through VC (in both complaints)
Mr. Kamaljeet Dahiyaa , Learned Counsel for the Respondent

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Captioned complaints have been filed by respective complainants under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with relevant rules 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 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.

2. This common order shall dispose of both the captioned complaints. Both the complaints are being taken up together as they have been filed by the same complainant, pertaining to the same respondent with similar grievance and interlinking facts and circumstances.

Rathee

A. UNIT AND PROJECT RELATED DETAILS AS STATED IN THE COMPLAINTS

3. The particulars of the project, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, in respective complaints have been detailed in the following table:

COMPLAINT NO. 782 OF 2023

S.No.	Particulars	Details
1.	Name of the project.	Ruhil Residency, Sector-3, Bahadurgarh
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Registered vide Registration No. 139 of 2017
4.	Date of Apartment Buyer Agreement	05.01.2017
5.	Details of the apartment.	Apartment no. D-903, Block D-3, 3BHK+3T, situated at 9th floor measuring super area of 1708 sq. ft.
6.	Possession clause in BBA (Clause 9.i)	"Subject to force majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs etc., the Developer proposes to complete the construction within a period of 15 months from the date of execution of this agreement with grace period of 180 days under normal circumstances."
7.	Due date of possession	05.10.2018

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8.	Total sale consideration	₹ 54,59,400/-
9.	Amount paid by complainant	₹ 49,47,755/-
10.	Whether occupation certificate received or not.	Occupation certificate received on 17.03.2022
11.	Date of offer of possession	None

COMPLAINT NO. 792 OF 2023

S.No.	Particulars	Details
1.	Name of the project.	Ruhil Residency, Sector-3, Bahadurgarh
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Registered vide Registration No. 139 of 2017
4.	Date of Apartment Buyer Agreement	05.01.2017
5.	Details of the apartment.	Apartment no. D-902, Block D-3, 3BHK+3T, situated at 9th floor measuring super area of 1708 sq. ft.
6.	Possession clause in BBA (Clause 9.i)	"Subject to force majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs etc., the Developer proposes to complete the construction within a period of 15 months from the date of execution of this agreement with grace period of 180 days under normal circumstances."

7.	Due date of possession	05.10.2018
8.	Total sale consideration	₹ 55,44,800/-
9.	Amount paid by complainant	₹50,31,857/-
10.	Whether occupation certificate received or not.	Occupation certificate received on 17.03.2022
11.	Date of offer of possession	None

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINTS

4. Facts of the case are that two units had been booked by one, Mr. Sudhir Nandal, in the project of the respondent namely, "Ruhil Residency", situated at Sector-3, Bahadurgarh in the year 2012 bearing no. D-902 and D-903, both situated in Block D-3. The present complaint has been filed in respect of block D-903.

5. Apartment buyer agreement was executed between the parties in respect of both the units on 20.03.2015.The total sale consideration of the Unit no. D-903 was fixed as ₹54,59,400/- against which the complainant has allegedly paid an amount of ₹49,47,755/- till date and for Unit no. D-902 as ₹55,44,800/- against which the complainant has allegedly paid an amount of ₹ 50,31,857/-. As per clause 9(i) of the agreement, respondent had committed to deliver possession of the units within 36 months along with a grace period of 180 days

i.e., 42 months from the date of execution of the agreement, which comes to 20.09.2018.

6. That unfortunately, Mr. Sudhir Nandal, expired on 19.09.2016, due to which the present complainant, wife of Mr. Sudhir Nandal, stepped into the shoes of original allottee. In the aftermath of this situation, the complainant and the respondent entered into a new "apartment buyer agreement" dated 05.01.2017 in respect of both the units in question. As per clause 9(i) of the said agreement construction of the units was to be completed within a period of 15 months from the date of execution of the agreement with further grace period of 180 days i.e by 05.10.2018.

7. It is submitted that the complainant has adhered to the terms of the agreement and not even a single default was committed by the complainant in making payment of instalments. The complainant has already paid almost 90% of the total sale consideration of the apartment.

8. The respondent was supposed to deliver possession of the booked units by 05.10.2018, however the respondent miserably failed to complete construction of the project and deliver possession in a time bound manner.

9. The complainant visited the site and came to know that there was no construction at all and all the promises of handing over the possession by October 2018 were false. The complainant tried to meet with the representatives of the respondent many times to know the exact status of the project but the representatives always falsely claimed that the possession will

be handed over soon and the complainant whose hard earned money was lying with the respondent was left with no other option except to wait for the possession.

10. Faced with the aforesaid situation, the complainant sent a legal notice dated 06.07.2022 to the respondent wherein the complainant terminated the apartment buyer agreement and asked the respondent to refund the amount of ₹ 99,79,612/-(in respect of both units bearing no. D-902 and D-903). However, respondent failed to reply/acknowledge the said notice. A copy of the legal notice is annexed as Annexure C-6.

11. That the complainant had approached the Haryana State Consumer Forum, Panchkula on 29.08.2022 by way of Complaint no. 56 of 2022 in regard to both the apartments (i.e D-902 and D-903). The said case was dismissed as withdrawn with liberty to avail alternate remedy vide order dated 14.10.2022. A copy of the order/judgment dated 14.10.2022 is annexed as Annexure C-7.

12. That in view of the conduct of the respondent and deliberate default in delivery of possession, the complainant is not interest in allotment of the unit in question. Hence, the present complaint seeking refund of paid amount.

C. RELIEF SOUGHT

13. In view of the facts mentioned above, the complainant pray for the following reliefs):-

i. Direct the respondent to refund the amounts paid, in respective complaints, along with interest till actual realization.

ii. Direct the respondent to pay damages and compensation in favor of the complainant and against the respondent

iii. Direct the respondent to compensate the complainant for mental trauma and agony.

iv. Direct the respondent to pay litigation charges.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT IN CAPTIONED COMPLAINTS

Learned counsel for the respondent filed detailed reply on 11.09.2023 pleading therein:

14. That the complainant had booked two apartments in the project of the respondent namely 'RUHIL RESIDENCY' situated at Sector-3, Sarai Aurangabad Village, Bahadurgarh, Distt. Jhajjar, Haryana-124507.

15. That the respondent had completed the project in the year 2020 and thereafter filed an application for grant of occupation certificate on 13.01.2020 with the concerned department, which was kept pending with the department and also got delayed due to Covid-19 situation as national lockdown was announced in the entire country. On 17.03.2022, occupation certificate was received by respondent from the concerned department. Respondent submitted that force majeure on account of Covid-19 outbreak be taken into consideration for

relaxation as Covid-19 outbreak lead to delay in handing over of possession. Hence, period from 13.01.2020 to 17.03.2022 be considered as force majeure and the burden of payment of interest for said period must not be put on the respondent. The Authority had also considered the period from 25.03.2020 till 24.09.2020 as force majeure and granted relief/extension in compliance of various provisions of RERA Act, 2016 and Rules 2017. Further special extension of three more months has also been granted due to second wave of COVID-19.

16. That the Hon'ble Supreme Court, considering situation arisen due to spread of COVID-19, vide order dated 23.03.2020 in SUO MOTO WRIT PETITION (CIVIL) No. 3/2020, also extended the period of limitation with effect from 15.03.2020 in all proceedings before Courts/ Tribunals across the country till further orders. The order passed by the Hon'ble Supreme Court on 23.03.2020 in SUO MOTO WRIT PETITION (CIVIL) No. 3/2020 has come to end on 14.03.2021 by virtue of order dated 08.03.2021 after which the Hon'ble Supreme Court of India vide its Order dated 27.04. 2021, restored the order dated 23.03. 2020 due to the sudden and second outburst of Covid-19 Virus throughout the nation and in continuation of order dated 08.03.2021, directed that the period(s) of limitation, as prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings, whether condonable or not, shall stand extended till further orders. As such respondent is also entitled

for benefit of such force majeure period and should be exempted from charge of delay interest from 13.01.2020 to 17.03.2022.

17.That there was delay in construction of the project because of some circumstances which were beyond the control of the respondents. As per clause 9(vii) of the agreement, if there is delay due to reasons beyond the control of the developer then the allottee(s) do not have any right to claim the compensation of whatsoever nature. Moreover, the complainant himself agreed upon the terms of the agreement and also gave his full consent over such terms. For ease, clause 9(vii) is reproduced herein below:

> *"The developer as a result of such contingency arising reserves the right to alter or vary the terms and conditions of this agreement or if the circumstances beyond the control of the developer so warrant, the developer may suspend /abandon the project or any of its part for such period as it may consider expedient and the Allottee(s) agrees not to claim compensation of any nature whatsoever including the compensation stipulated in clause 9(iii) of this agreement during the period of suspension of the scheme".*

18.That the complainant stopped making payment against the apartment much before the due date of possession. The respondent had completed the project despite non-payment by the complainants and several other allottees like them. The complainant was informed of the completion of the project and receipt of occupation certificate and also requested to clear the payment due against the

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apartment, but complainant never turned to clear the outstanding against the apartment nor came forward to take possession.

19. It is further submitted that despite force majeure situations which were beyond the control, respondents were able to complete the apartment.The project is complete in all respects as is credence from the report of Ld. Local Commissioner that was submitted in Complaint No. 413/2022.

20. That the possession of the unit has already been offered to the complainant by respondent vide letter dated 10.05.2022 and the complainant did not come forward.

21. It is submitted that the complainant denied to take possession of the apartment without any substantive reason hence, the complainant is liable for breach of provision of Section 19(6), 19(7) and 19(10) of the RE(R&D) Act 2016 and is accordingly, liable to pay interest and holding charges for delay in making payments.

E. ARGUMENTS OF LEARNED COUNSELS OF BOTH PARTIES

22. Initiating his submission, learned counsel for the respondent raised objection to the facts and circumstances involved in both the captioned complaints. He submitted that as per the record available with the respondent, the complaint no. 782 of 2023 has been filed for unit bearing no. D-902 wherein the complainant has claimed to have paid an amount of ₹ 50,31,857/- in respect of the said unit, whereas the complaint no. 792 of 2023 has been filed for unit

bearing no. D-903 wherein the complainant has claimed to have paid an amount of ₹ 49,47,755/- in respect of the said unit. In support of his contention, learned counsel for the respondent placed on record advance copies of both the complaint file before the Authority received by the respondent. He further argued that the complainant has intermixed the receipts in the complaint file for both the respective units and thus there is no clarity in the paid amount.

Learned counsel for the respondent also averred that in respect of the unit bearing no. D-902 wherein the complainant has claimed to have paid an amount of ₹ 50,31,857/-, the respondent has only received an amount of ₹ 38,81,857/-. Learned counsel for the respondent denied receipt of the remaining amount. He submitted that he will be filing fresh documents to clarify the paid amount during the course of the day.

23. In rebuttal, learned counsel for the complainant submitted that Complaint no. 782 of 2023 has been filed for unit bearing no. D-903 wherein the complainant has paid a total amount of ₹ 49,47,755/- and Complaint no. 792 of 2023 has been filed for unit bearing no. D-902 wherein the complainant has paid a total amount of ₹50,31,857/- . He further submitted that vide application dated 13.01.2026, filed in respective complaint cases, the same has already been clarified and recorded in the order of the Authority dated 05.05.2026. Learned counsel further submitted that in respect of unit no. D-902, the respondent while calculating the total paid amount has missed payment of two instalments

Rathee

receipt of which is placed at page 9 and 10 of the application filed in the registry on 13.01.2026 in said complaint.

F. ISSUES FOR ADJUDICATION

24. Whether the complainant is entitled to relief of refund of the paid amount along with interest?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

25. The respondent in its oral submissions has raised objection to the intermingling of facts and records of the captioned complaints. Upon perusal of record, it can be duly observed that Complaint no. 782 of 2023 has been filed for unit bearing no. D-903 and Complaint no. 792 of 2023 has been filed for unit bearing no. D-902. The respondent had filed its reply in respective complaints on 11.09.2023 wherein no particular objection has been raised by the respondent in respect of the difference in unit no. or documents placed on record in said complaints. It is further observed that the respondent had initially filed a statement of account in respect of unit bearing no. D-902 in Complaint no. 782 of 2023 vide application dated 29.09.2025, admittedly having received ₹ 38,81,857/- towards said unit. However, thereafter Authority in its order dated 23.12.2025 had observed that documents qua the respective units have been interchanged or misplaced, thereby, seeking clarification in this regard. In response, respondent had filed an application dated 29.12.2025 for filing a statement of account in respect of unit bearing no.

D-903 in Complaint no. 782 of 2023 wherein the total paid amount has been mentioned as ₹ 49,47,755/- and respective application in Complaint no. 792 of 2023 for unit bearing no. D-902 wherein the total paid amount has been mentioned as ₹ 38,81,857/-. Thus, in view of the directions of the Authority the respondent itself had clarified the units in respective complaints which corroborate with the relief sought of the respective complaints and thus need no further clarification.

26. Now, as per the facts and circumstances, original allottee, Mr. Sudhir Nandal, had booked two units bearing no. D-902 and D-903, both situated in Block D-3 in the project of the respondent namely, "Ruhil Residency", situated at Bahadurgarh" in the year 2012. That an apartment buyer agreement was executed between the parties in respect of both the units on 20.03.2015. The total sale consideration of the Unit no. D-903 was fixed as ₹54,59,400/- against which the complainant has allegedly paid an amount of ₹49,47,755/- till date and for Unit no. D-902 as ₹55,44,800/- against which the complainant has allegedly paid an amount of ₹ 50,31,857/-. After the demise of the original allottee on 19.09.2016, his wife, Mrs Monika Nandal, i.e the present complainant stepped into the shoes of original allottee in respect of the units in question. Thereafter, the complainant and the respondent entered into a new "apartment buyer agreement" dated 05.01.2017 in respect of the units in question. As per clause 9(i) of the said agreement construction of the units was to be completed within a period of 15 months from the date of execution of the

agreement with further grace period of 180 days. Meaning thereby that the possession of the units in question was to be delivered by 05.10.2018. It is the allegation of the complainant that the respondent has failed to complete the construction of the units in a time bound manner and deliver possession. Thus, in view of default in services, the complainant has filed present complaints seeking refund of paid amount.

27. Authority observes that as per clause 9(i) of the apartment buyer agreement dated 05.01.2017 executed between the complainant and respondent, possession of the units should have been delivered by 05.10.2018. However, the respondent has failed to deliver possession of the booked units within the stipulated time period. Respondent has attributed this delay in delivery of possession to force majeure conditions on account of COVID outbreak.

In this regard it is observed that the possession of the units in question became due on 05.10.2018. It is a matter of fact that COVID-19 outbreak hit construction activities post 22.03.2020 i.e more than one and a half years after the due date of possession. The possession of the units had already been delayed for a long period of time even before the COVID-19 halted construction. The respondent had failed to construct the project on time and deliver possession to the complainant. Therefore, as far as delay in delivery of possession of the units in question is concerned, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition. Further, reliance is placed on judgement passed by Hon'ble Delhi High Court in case titled as ***"M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (I) (Comm.) No. 88/2020 and I.A.S 3696-3697/2020"*** dated 29.05.2020, wherein Hon'ble High Court has observed that:

> "69. *The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March,2020 in India. The contractor was in breach since September, 2019. Opportapartmenties were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.*
>
> *The respondent was liable to complete the construction of the project and the possession of the said apartment was to be handed over by September,2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used an excuse for non-performance of contract for which deadline was much before the outbreak itself."*

Therefore, as far as delay in delivery of possession of the apartment in question is concerned, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition.

Respondent has also cited departmental delay in issuing occupation certificate as a force majeure condition. In this regard, it is observed that respondent had committed to deliver the possession of the units by 05.10.2018, meaning thereby that respondent should have applied and obtained occupation certificate by 05.10.2018, however, as per record, the respondent had applied for issuance of occupation certificate on 13.01.2020 i.e., after lapse more of the 3 years from the stipulated time and thereafter the same was issued on 17.03.2022.

Furthermore, respondent has taken a defense that the period for which the occupation certificate was pending before the Competent Authority be excluded for the delayed period as the delay in issuance of occupation certificate is attributable to the competent authority and not the respondent. There is no document on record to show that the application for occupation certificate was complete as in all aspects and there was no deficiency in the application that was conveyed to them. Moreover, the Authority has already included the grace period of 180 days as provided in the agreement to sale while computing the due date of possession. No case for further concession is made out.

Herein all the pleas/grounds taken by the respondent to plead the force majeure condition happened after the due date of possession had already passed and the delivery of possession had been long due. Respondent cannot be allowed to take advantage of delay caused in delivery of project due to its own account and hence, the claim of the respondent is rejected.

28. As observed earlier, the possession of the units in question should have been delivered to the complainant by 05.10.2018. However, the respondent delayed delivery of possession beyond stipulated time. The respondent has submitted that an offer of possession was issued to the complainant on 10.05.2022 after receipt of occupation certificate dated 17.03.2022 in respect of the units in question. However, the complainant failed to come forward and accept the same. On the other hand it is the contention of the complainant that she has not received the said offers of possession.

In this regard it is observed that the respondent in its reply had placed on record an offer of possession dated 10.05.2022 allegedly issued to the complainant for taking over possession in respect of the units in question. However, no proof of service of offer of possession had been attached. In the absence of proof of service upon complainant/ delivery report, the alleged offer of possession dated 10.05.2022 cannot be relied upon. In light of the uncertainties qua the issuance of alleged "offer of possession" and lack of substantive proof thereof with respect to actual receipt of offer of possession to the complainant, it can be rightly ascertained that a valid offer of possession has not been issued to the complainant till date.

29. Admittedly delivery of possession of the booked units has been inordinately delayed. Complainant in this case does not wish to continue with the project on account of inordinate delay caused in delivery of possession and is hence seeking refund of paid amount along with interest as per RERD Act 2016.

30. Hon'ble Supreme Court in the matter of **"Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others "** in CIVIL APPEAL NO(S). 6745 6749 OF 2021 has observed that in case of delay in granting possession as per agreement for sale, the allottee has an unqualified right to seek refund of amounts paid to the promoter along with interest. Para 25 of this judgement is reproduced below:

> *"25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

31. The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession. The complainant wishes to withdraw from the project of the respondent, therefore, the Authority finds it to be a case fit for allowing refund in favour of the complainant. So, the Authority hereby concludes that the complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of failure on part of the respondent. 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"*

32. 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 of order i.e., 07.07.2026 is 8.80 %. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

33. Hence, Authority directs respondent to pay interest to the complainant on the total paid amount 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 on date 07.07.2026 works out to 10.80% from the date of payments till actual realisation of amounts.

34. Authority has got calculated the interest on total paid amount from date of each payments till the date of this order i.e. 07.07.2026 in both the complaints respectively and same is depicted in the tables below:

Complaint No. 782 of 2023(For Unit no.D- 903)

Sr. No.	Principal Amount (in ₹)	Date of Payment	Interest accrued till date of order i.e 07.07.2026 (in₹)
1.	500/-	23.10.2012	741/-
2.	10,00,000/-	20.03.2015	12,21,436/-
3.	35,33,247/-	24.03.2015	43,11,452/-
4.	31,666/-	22.06.2015	37,797/-
5.	1,82,548/-	20.04.2016	2,01,527/-
6.	1,55,408/-	30.05.2016	1,69,726/-
7.	44,386/-	01.06.2019	34,068/-
Total:	**₹49,47,755/-**		**59,76,747/-**
Total payable to complainant(49,47,755+59,76,747)= 1,09,24,502/-			

The complainant vide aforesaid complaint is seeking refund of paid amount of ₹ 49,47,755/-. As proof, the complainant had only placed on record a ledger account however, no proper receipts were filed. During the course of hearing dated 23.12.2025, complainant was directed to file proper receipts of the paid amount. In compliance, the complainant vide application dated 13.01.2026 has placed on record a ledger account issued by the respondent wherein the receipt of amount of ₹ 49,47,755/- has been admitted. The respondent itself vide application dated 29.12.2025 has placed on record a provisional demand letter issued on 27.12.2025 where in the receipt amount has been mentioned as

₹ 49,47,755/- . Thus, the total amount is being taken as ₹ 49,47,755/- and the dates in the ledger account as date of payment of amount.

Complaint No. 792 of 2023(For Unit No. D- 902)

Sr. No.	Principal Amount (in ₹)	Date of Payment	Interest accrued till date of order i.e 07.07.2026 (in₹)
1.	500/-	23.10.2012	741/-
2.	3,50,000/-	27.10.2012	5,18,015/-
3.	6,50,000/-	09.01.2013	9,47,796/-
4.	5,00,000/-	30.01.2013	7,25,967/-
5.	4,50,000/-	18.06.2013	6,34,862/-
6.	7,00,000/-	14.09.2013	9,69,337/-
7.	5,11,000/-	29.01.2014	6,86,902/-
8.	10,50,000/-	21.07.2014	13,57,693/-
9.	5,00,000/-	17.01.2015	6,19,890/-
10.	31,666/-	22.06.2015	37,797/-
11.	2,88,691/-	01.06.2019	2,21,582/-
Total:	**₹50,31,857/-**		**67,20,582/-**
Total payable to complainant(50,31,857+67,20,582)=1,17,52,439/-			

The complainant vide aforesaid complaint is seeking refund of paid amount of ₹ 50,31,857/-. However, the respondent in its reply has submitted that in respect of the unit bearing no. D-902 the respondent has only received an amount of 38,81,857/-. During the course of hearing dated 23.12.2025,

Ratree

complainant was directed to file proper receipts of the paid amount. In compliance, the complainant vide application dated 13.01.2026 has placed on record receipts of amount paid to the respondent along with a ledger account issued by the respondent. In said application it has been submitted that the respondent while calculating the total paid amount has missed payment of two instalments, receipt of which are placed at page 9 and 10 of the said application. During the course of hearing dated 05.05.2026, learned counsel for the respondent sought time to clarify the total amount paid by the complainant in the aforementioned complaint. Vide order dated 05.05.2026, respondent was directed to file clarification, if any, with regard to the total paid amount. However, the respondent failed to file any clarification in this regard. Today, during the course of arguments, learned counsel for the respondent again reiterated that the respondent has received an amount of ₹ 38,81,857/- only and that he would be filing fresh documents, yet, no fresh document has been filed.

As per record, the complainant along with its claim of ₹50,31,857/- has filed an affidavit in support of the receipts placed on record. However, the respondent herein is denying receipt of cash amount of ₹ 4,50,000/- dated 18.06.2013 and ₹ 7,00,000/- dated 14.09.2013. The plea of the respondent is that the two payments of ₹ 4,50,000/- and ₹ 7,00,000/- are payments made in cash which are not reflecting in the account of the respondent's. On perusal of record, it is observed that the unit in question i.e D-902 had been booked by the husband of the complainant in the year 2012. Payments were being made in respect of the unit in question since 2012 onwards uptill the death of Mr. Sudhir Nandal, i.e on 19.09.2016. Thereafter, the present complainant stepped into the shoes of her husband and at that time a fresh builder buyer agreement dated 05.01.2017 was executed between the parties. In said agreement it has categorically been mentioned at page no. 4 that till date i.e 05.01.2017 an amount of ₹ 47,11,500/- has been received from the allottee/complainant. Further, in the ledger account being relied upon by the respondent, the respondent has admitted to receiving an amount of ₹ 2,88,691/- subsequently on 01.06.2019 via bank transaction. Thereupon, in provisional letter dated 09.06.2022 issued by the respondent, placed at Annexure 4, page 68 of the said complaint, the receipt amount has been mentioned as '₹ 50,31,857/-', which is exactly the amount claimed by the complainant. These documents have not been objected to/ rebutted/denied by the respondent. In view of the admittance of the respondent qua the paid amount in Builder buyer agreement dated 05.01.2017 and provisional letter dated 09.06.2022, the total paid amount works out to ₹50,31,857/- only.

35.Complainant, in respective complaints, is also seeking compensation on account of damages and mental agony as well as litigation cost. In this regard it is observed that Hon'ble Supreme Court of India in Civil Appeal Nos.

Ratree

6745-6749 of 2027 titled as "M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors." has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaint in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses and compensation.

H. DIRECTIONS OF THE AUTHORITY

36. 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. In Complaint no. 782 of 2023 respondent is directed to refund the entire amount along with interest @ 10.80% of ₹1,09,24,502/- to the complainant as specified in para 31 of this order. Interest shall be paid up till the time period under section 2(za) i.e till actual realization of amount.

Rathee

ii. In Complaint no. 792 of 2023 respondent is directed to refund the entire amount along with interest @ 10.80% of ₹1,17,52,439/- to the complainant as specified in para 31 of this order. Interest shall be paid up till the time period under section 2(za) i.e till actual realization of amount.

iii. 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 & Development) Rules, 2017 failing which legal consequences would follow.

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

....
DR. GEETA RATHEE SINGH
[MEMBER]