HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of decision:	07.09.2026

Name of Builder	RAS Development Pvt. Ltd.
Name& Location of Project	RAS Basera. Sector 16, Taraori, District Karnal, Haryana

Sr. No.	Complaint No(s).	Complainants
1.	1992 of 2024 Filed on 14.01.2025	i. Mrs. Priyanka ii. Mr. Sandeep R/o House no. 236, Near Base School, Ward No.1, Loharu Road, Charki Dadri – Haryana. ....Complainants **Versus** M/s RAS Development Private Limited, Registered office 812-812A, Chiranjiv Tower 43, Nehru Place, New Delhi–110019. ....Respondent

Sd/-

2.	1993 of 2024 Filed on 14.01.2025	i. Mrs. Manika ii. Mr. Jitender R/o Ward No.1, Loharu Road, Charki Dadri – Haryana. ....Complainants **Versus** M/s RAS Development Private Limited, Registered office 812-812A, Chiranjiv Tower 43, Nehru Place, New Delhi–110019. ....Respondent

Present:- Adv. Sharad Chaudhary, counsel for complainants through VC (in both complaints)

Mr. Anshul Jain, proxy for Adv. Rohit Goswami, counsel for the respondent (in both complaints)

ORDER (NADIM AKHTAR - MEMBER)

1. This order shall dispose of above captioned two complaints filed by the complainants before this Authority 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 thereunder, 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.

2. These two complaints are taken up together as facts and grievances of both the complaints more or less are identical and relate to the same project of the respondent, i.e., "RAS Basera", situated at Sector 16, Taraori, District Karnal, (Haryana). The fulcrum of the issue involved in these cases pertains to failure on the part of respondent/promoter to deliver timely possession of unit in question. Therefore, complaint no. 1992 of 2024 titled "Priyanka and Sandeep versus RAS Development Pvt. Ltd" has been taken as lead case for disposal of these two matters.

A. UNIT AND PROJECT RELATED DETAILS:

3. The particulars of the project have been detailed in the following table:

SR. No.	Particulars	Details
1.	Name and location of project	Ras Basera, Sector 16, Taraori, District Karnal, Haryana
2.	Nature of the Project	Affordable Group Housing Project
3.	Name of the Promoter	RAS Developments Pvt. Ltd.
4.	RERA registered/not registered	Registered vide registration no. 283 of 2017 dated 10.10.2017

4. Further the details of sale consideration, the amount paid by all the complainants and proposed date of handing over of the possession have been given in following table:

Sr. no	Complaint no.	Apartment no. and area	Date of Agreement/ Allotment letter	Deemed Date of Possession	Total Sales Consideration (in ₹)	Total amount paid by the complainants as per receipts (in ₹)
1	1992 of 2024	308, Tower-A-6, Carpet area-488.88 sq. ft. Balcony area- 81.29 sq. ft.	Allotment letter-13.03.2018 BBA-20.04.2018	20.04.2022 (4 years from the date of execution of builder buyer agreement) thereafter, 20.01.2023 after covid-19 exemption.	₹15,07,285/-	₹3,76,821/-
2	1993 of 2024	1005, Tower-A-6 Carpet area-488.88 sq. ft. Balcony area- 81.29 sq. ft.	Allotment letter-09.03.2018 BBA-23.06.2018	23.06.2022 (4 years from the date of execution of builder buyer agreement) thereafter, 23.03.2023 after covid-19 exemption	₹15,07,285/-	₹6,16,690/- as per affidavit dated 23.02.2026. However, calculating the said amount, total paid amount comes to ₹6,16,990/-

B. FACTS OF THE CASE AS STATED IN THE COMPLAINT FILED BY THE COMPLAINANTS

5. Complainants had made the following submissions in the complaint file which are as follows:

   i. Complainants applied for flat in the project of the respondent namely; RAS Basera at Sector-16, G.T Road, Tarori, District Karnal, Haryana and were allotted flat bearing No. 308, in Tower A- 6, 2BHK having carpet area measuring 488.88 Sq. Ft. and balcony area measuring 81.29 Sq. Ft. for a total sale consideration of ₹15,07,285/- through an Allotment Letter dated 13.03.2018, which is annexed as Annexure- C1.

   ii. That the complainants have already paid a sum of ₹3,76,821/- till 15.05.2018 against the total sale consideration. Copies of receipts, letters, acknowledgment are annexed as Annexure C2 (Colly).

   iii. That it was assured by the respondent that possession of the above-mentioned unit will be handed over within three years from the date of allotment. Subsequently, a Builder Buyer Agreement was executed between the parties on 20.04.2018, laying down the terms and conditions governing the allotment. Clause 3.6 of the agreement, reveal that the said date has been manipulated by the respondent and in fact is vague. Copy of builder buyer agreement is attached as Annexure C-3.

iv. That the complainants had taken loan from the ICICI Bank, Branch Sector-12, Karnal for an amount of ₹2,26,821/- which has been repaid by them in the month of May 2024 after seeing no progress made on the construction front by the respondent and were burdened by the instalments till then. Complainants had approached the respondent a number of times since 2018 seeking any development of the construction of their tower A-6. However, no construction till date has been initiated by the respondent. Copy of bank Statement of the complainants and no dues certificate are attached as C-4.

v. That respondent has failed to deliver the possession of the unit booked by the complainants even after almost 6 and a half years of booking and about more than 2 and a half years of the due date of possession. The delay is still continuing. That complainants have shown utmost patience and have been diligently waiting for the possession of their unit in tower A but all is in vain as the construction of the said unit has not even commenced till date as is evident form the photographs appended as Annexure C-5.

vi. The Respondent is also in contravention of Section 18(1)(a) of the Act, which mandates that in case the promoter fails to hand over possession by the agreed date, the allottee shall be entitled to withdraw from the project and claim refund of the amount paid along with interest at the prescribed rate. The Respondent's RERA registration of the said project expired on

25.07.2022 and has not been renewed till date, clearly indicating the lack of bona fide intent to complete the project.

vii. That complainants have filed written arguments dated 11.08.2026 and for the sake of brevity, the same are not being reproduced, as their contents are already on record in the complaint file.

C. RELIEFS SOUGHT

6. Complainants have sought following reliefs:

   i. To direct the respondent to refund the entire deposited amount of ₹3,76,821/- which has been deposited against flat no. 306, Tower A-6, RAS Basera along with interest as prescribed from the respective dates of payments till its actual realization in view of the provisions of the Section 18 of the Real Estate (Regulation And Development) Act 2016 read with Rule 15 8 16 of Haryana Real Estate (Regulation & Development) Rules.

   ii. To direct the respondent to pay an adequate compensatory interest on the entire deposited amount of ₹3,76,821/- for delayed offer of possession, as deemed fit by the Authority.

   iii. To direct the respondent-company to pay a sum of ₹15,00,000/- on account of grievance and frustration caused to the complainants by the miserable attitude of the respondent and deficiency in service and for causing mental agony to complainants from the date of filing the present complaints till its actual realization.

iv. The registration granted to the Respondent for the project namely, "RAS Basera" being situated in Revenue Estate of Village Padhana, District Karnal, Haryana, under RERA read with relevant rules may kindly be revoked under Section 7 of the RERA for violating the provisions of the Act.

v. Penalty under section 61 may kindly be imposed upon the respondent-company for violation of the provisions of the Act, 2016.

vi. The present complaint be allowed with costs and litigation expenses of ₹2,00,000/-;

vii. This Hon'ble Authority may kindly be pleased to grant any other reliefs and orders in favour of the complainants and against the respondent as this Hon'ble Authority would deem just and proper in the facts and circumstances of the present case and as also would be warranted in equity.

D. REPLY ON BEHALF OF RESPONDENT

7. Following submissions are made by the respondent in its reply dated 17.07.2025, which are as follows:

i. The allegations made by the complainants are false, frivolous, and malicious. They appear to have been made with an ulterior motive to harass, malign, and pressurize the respondent. Accordingly, the present complaint is not maintainable and deserves dismissal at the threshold.

ii. That Hon'ble Authority lacks jurisdiction to adjudicate the present complaint, as the allegations levelled by the complainants involve complex questions of law and fact-particularly claims of alleged fraud and cheating-which require detailed evidence and examination. Such matters fall within the jurisdiction of a competent civil or criminal court, not this regulatory forum. Furthermore, the complaint is barred by limitation, and the complainants have impleaded the respondent at a belated stage to circumvent this legal bar.

iii. That no cause of action has ever arisen in favour of the complainants and against the respondent. There is no deficiency in service or breach on the part of the respondent. Hence, the respondent is not liable to pay any compensation or damages as claimed by the complainants.

iv. That once the parties entered into an insurance contract, both are bound by its express terms. The Hon'ble Supreme Court, in Civil Appeal No. 1375 of 2003, decided on 08.10.2010, titled M/s Suraj Mal Ram Niwas Oil Mills (P) Ltd. vs. United India Insurance Co. Ltd. & Anr., has categorically held that: "In a contract of insurance, rights and obligations are strictly governed by the terms of the policy, and no exception or relaxation can be made on the grounds of equity. The words used in the contract must be given paramount importance and cannot be added to, deleted from, or substituted by the Court. The insurer's liability must be strictly construed based on the risks covered by the policy."

v. That respondent had launched an affordable housing scheme, wherein the total consideration for a 2 BHK flat was fixed at ₹15,07,285/-. The complainants approached the respondent and subsequently booked Flat No. 308, Tower No. A-6, in the project titled "RAS BASERA", situated at Village Padhana, District Karnal. An Allotment Letter was duly issued to the complainants on 13.03.2018, confirming the said booking.

vi. Thereafter, a Buyer's Agreement was executed between the parties, binding them to the terms and conditions stipulated therein. However, the complainants have consistently failed to adhere to the payment schedule and are chronic defaulters. As per the respondent's records, the complainants have paid only ₹3,76,281/-, after which they have not made any further payments. Despite repeated reminders and demand notices issued by the respondent, the complainants failed to make subsequent installment payments in accordance with the construction-linked payment schedule outlined in the duly executed Buyer's Agreement.

vii. It is significant to note that the timely construction and delivery of flats in an affordable housing project is entirely contingent upon the prompt payment of installment by all allottees. In the present case, the complainants' failure to honour their financial commitments has directly affected the project timeline.

viii. That the complainants appear to have booked the said unit not for genuine residential use but for commercial speculation, with the intent to resell the property at a profit. The intentional non-payment of dues by the complainants, despite the contractual obligations, reflects malafide intent and cannot be attributed to any alleged deficiency on the part of the respondent.

ix. That as per terms of agreement due date of possession was subject to force majeure.

x. The respondent/promoter herein faced several force majeure events, including but not limited to the non-availability of raw materials due to various regulatory issues concerning mining activities, brick kiln operations, and judicial restrictions imposed on construction and development activities owing to environmental concerns, including restrictions on the use of groundwater. The stoppage of mining operations severely impacted the procurement of essential materials, and the resultant increase in construction costs led to an exponential rise in the prices of sand, gravel, and other critical inputs.

xi. Despite these constraints, the promoter continued construction activities by procuring materials at rates 3 to 4 times higher than usual, without passing any additional financial burden onto the customers. That the progress and implementation of the project were continuously impeded by several force majeure events beyond the control of the answering respondent.

xii. That timely payments from flat buyers are crucial to maintaining the momentum of any construction project. However, due to payment defaults by the complainants and similarly placed allottees, the financial cycle necessary for seamless project execution was severely disrupted. The promoter faced substantial difficulties in arranging adequate funds, thereby affecting the progress of construction work.

xiii. In addition to the aforementioned force majeure conditions, the promoter was further affected by the unforeseen outbreak of the COVID-19 pandemic. The said pandemic posed serious challenges to project execution, including the unavailability of labour, contractors, and materials.

xiv. The Ministry of Home Affairs, Government of India, vide its notification dated 24.03.2020 bearing No. 40-3/2020-DM-I(A), acknowledged the threat of the COVID-19 pandemic and imposed a complete nationwide lockdown for an initial period of 21 days from 25.03.2020. Subsequent notifications extended the lockdown and imposed various restrictions that continued in some form to curb the spread of the pandemic. The Government of Haryana also imposed curfews, lockdowns, and restrictions on commercial and construction activities, which brought work to a standstill during the year 2020. Despite all such hindrances, the promoter continued efforts to resume and progress the construction.

xv. From the above facts and submissions, it is evident that the construction of the project has been gravely affected by multiple force majeure circumstances, including but not limited to regulatory restrictions, shortage of materials, financial disruption due to non-payment by the complainant, and the global COVID-19 pandemic. Therefore, the delay in the completion of the unit and handing over of possession cannot be attributed to the promoter, and the burden thereof cannot be unjustly imposed upon the answering respondent.

xvi. That the complainants has taken plea that the Tower no-6 is not completed and they are willing for possession of flat. That the construction in Tower-4 and Tower-5 are in full swing nearly 80% towers are completed. The complainants should come and approach the answering respondent for alternate flat, the respondent will consider and allot them alternate flat on the same consideration. Complainants had intentionally not approached the respondent. If complainants are willing for refund then answering respondent are ready to refund the amount after deducting ₹25,000/- plus 5% GST on the total cost, in accordance with the Affordable Housing Policy (Amended) 2019. The respondent is further willing to pay interest @6% per annum on the remaining amount of complainants from the date of receipt, in accordance with the judgment of the Hon'ble Supreme Court of India in Civil Appeal Nos. 3864-3889 of 2020, dated 14.12.2020, titled DLF Home Developers Ltd. vs. Capital Greens Flat Buyers' Association, wherein the compensation rate for delay in possession was reduced from 7% to 6% by the Apex court. It is further relevant to mention here that the subject matter pertains to a residential project and not a commercial one. Therefore, the complainants are not entitled to claim higher interest on the amount deposited. Any claim for excessive compensation or commercial interest is misconceived and untenable in law, particularly in light of the residential nature of the transaction. There are iota of judgments where apex court has awarded 6-8% interest as compensation rate for delay in possession.

xvii. That the registration of the project lapsed on 25.07.2022 and the same was renewed on 25.11.2022, the document is enclosed as Annexure R-2.

xviii. Respondent filed written arguments dated 03.08.2026 and for the sake of brevity, the same are not being reproduced, as their contents are already on record in the reply filed by the respondent. .

E. ARGUMENTS OF LEARNED COUNSELS FOR COMPLAINANTS AND RESPONDENT

8. Today, ld counsel for complainants and respondent reiterated the facts of the complaint and reply respectively.

F. ISSUE FOR ADJUDICATION

9. Whether the complainants are entitled for refund of the amount deposited by them along with interest in terms of Section 18 of RERA, Act of 2016?

G. OBSERVATIONS AND DECISION OF AUTHORITY

10. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that the complainants booked a unit in the real estate project; "RAS Basera" being developed by

the promoter namely; "RAS Developments Pvt. Ltd." and in consonance to the same, complainants were allotted unit no. 308, in Tower no. A-6, admeasuring carpet area of 488.88 sq. ft. and balcony area 81.29 sq. ft in the project known as "RAS Basera" situated at GT Road, Sector-16, Taraori, Karnal, Haryana through allotment letter dated 13.03.2018. Builder Buyer Agreement was executed between the parties on 20.04.2018. Complainants have paid a total sum of ₹3,76,821/- against the total sale consideration of the unit amounting to ₹15,07,285/- .

11. Clause 3.6 of the builder buyer agreement read as: "*possession of the flat shall be offered within a period of four years from the date of approval of building plans or grant of environmental clearance, date of issuance of this flat buyer agreement or any other sanction by the competent authorities, whichever is later and within such extended time (if any) as may be allowed by the competent authorities.*" The respondent, in his reply and during arguments, has not provided any documentary evidence or disclosed the exact date of approval of building plans, environmental clearance, or any other statutory sanction. In compliance of order dated 03.11.2025, complainants had filed the affidavit mentioning the approval details. As per said affidavit, respondent got approval of building plans on 30.10.2015, environmental clearance on 15.03.2016, or any other statutory sanction, i.e

license on 31.08.2015. The date of execution of builder byer agreement is 20.04.2018 between the parties. Therefore, as per the stipulated timeline in Clause 3.6, possession was to be handed over within 4 years from the date of execution of builder buyer agreement. This calculation leads to a deemed date of possession of **20.04.2022.**

12. Further respondent has challenged the maintainability of the complaint on various grounds such as:

   i. ***The complaint is barred by limitation under Section 69 of the Real Estate (Regulation and Development) Act, 2016.***

   Reference in this regard is made to the judgement of Apex Court Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise.

   > *"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.

ii. ***That no cause of action lies against the Respondent, as the Agreement allows possession subject to extensions for force majeure events. Delay, if any, was due to COVID-19-related disruptions, recognized as force majeure by the Hon'ble Supreme Court in Suo Motu W.P. (C) No. 3 of 2020.***

In this regard, Authority peruses the clause 10 of the builder buyer agreement which is reproduced for reference:

Clause 10 Force majeure: "The compliance of terms and conditions of this agreement by the developer shall be subject to force majeure circumstances, force majeure circumstances such as act of God, fire, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage or general shortage of energy, labour, equipment, facilities, material or supplies, failure of transportation, strike, lock-outs, action of labour union,. change of law, any act of Government or intervention of statutory authorities like DTCP or for any other cause not within and beyond the reasonable control of the Developer."

Considering the said clause Authority observes that Covid-19 Pandemic, nation-wide lockdown imposed by the Central Government caused reverse migration of labourers, break in supply chain of construction material etc. and thus, all the construction activities across the country came to halt. Further, the Ministry of Housing and Urban Affairs issued an advisory for extension of registration of all real estate projects due to the force majeure event of Covid-19 pandemic for a period of six months w.e.f. March, 2020. In furtherance of the said advisory, all the RERA Authorities including the Haryana Real Estate Regulatory Authority granted general extension to all the real estate projects. The said extension was further extended in the year 2021 for a period of three months due to the second wave of Covid-19 pandemic. Authority observes that as per reasoning mentioned above deemed date to handover possession was 20.04.2022. As per HRERA notification dated 26.05.2020 and 02.08.2021, an extension of 9 months is granted for the projects having completion/due date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is allotted to the complainants is 20.04.2022. i.e, after 25.03.2020. Therefore an extension of 9 months is to be given over and above the due date of handing over possession in view of above said notifications, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date of handing over of possession comes out to **20.01.2023**. Till that date respondent did not hand over the possession of the unit to the complainants.

13. Despite making payment towards booking of unit, complainants have sought relief of refund of paid amount for the reason that respondent is not in a position to deliver a valid possession of the unit. Complainants had invested their hard earned money in the project with hopes of timely delivery of possession. Furthermore, the act of respondent in not completing the construction and not giving the latest update regarding construction strengthens the belief of complainants as well as the Authority that complainants cannot be forced to wait for an indefinite period in hope of getting possession of unit.

14. When an allottee becomes a part of the project, it is with hopes that he/she will be able to enjoy the fruits of his hard earned money in terms of a safety and security of his/her own home. However, in this case due to peculiar circumstances, complainants have not been able to enjoy the fruits of their investment capital as the possession of the unit in question is shroud by a veil of uncertainty. Complainants cannot be expected to wait indefinitely for possession when the respondent has not demonstrated any significant progress in construction. Thus, the inordinate delay in completing the project and the failure to deliver possession justify the complainant's

request for a refund of the amounts paid along with interest. Given the circumstances, the Authority finds that the complainants are entitled to a refund of the money paid, as well as compensation for the delay caused by the respondents' negligence in completing the project.

15. 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. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. 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."

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 complainants wishes to withdraw from the project of the respondent; therefore, Authority finds it to be fit case for allowing refund in favour of complainants.

16. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the

date the allottee defaults in payment to the promoter till the date it is paid;

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

> *"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".*

18.Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the highest marginal cost of lending rate (in short MCLR) as on date, i.e., 07.09.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80 %.

19. From above discussions, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERA Act, 2016 and the complainants are entitled for refund of their deposited amount along with interest as per RERA rules, 2017. Accordingly, respondent will be liable to pay the interest to the complainants from the dates when amounts

were paid till the actual realization of the amount. Hence, Authority directs the respondent to refund the paid amount to the complainants along with interest 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 the date amounts were paid till the actual realization of the amount.

20. Authority has got calculated the total amount to be refunded along with interest calculated at the rate of 10.80% from the date of payment till actual realisation of amount. According to the receipts/ statement of accounts provided by the complainants, details of which are given in the table below:

In complaint no. 1992 of 2024

Sr.no	Principal amount (in ₹)	Date of payments	Interest accrued till 07.09.2026 (in ₹)
1.	75000/-	14.11.2017	71458/-
2.	75000/-	16.03.2018	68750/-
3.	226821/-	31.05.2018	202819/-
	3,76,821/-		**3,43,027/-**
Total amount to be refunded by respondent to complainant- ₹3,76,821/- + ₹3,43,027/- = ₹7,19,848/-			

Nadu

In complaint no. 1993 of 2024

Sr.no	Principal amount (in ₹)	Date of payments	Interest accrued till 07.09.2026 (in ₹)
1.	75000/-	13.12.2017	70814/-
2.	75000/-	16.03.2018	68750/-
3.	278579/-	09.08.2018	243330/-
4.	188411/-	05.10.2018	161393/-
Total	6,16,990/-		5,44,287/-
Total amount to be refunded by respondent to complainant= ₹6,16,990/- + ₹5,44,287/- = ₹11,61,277/-			

It is to mention that in complaint no. 1993 of 2024, earlier complainants sought refund of ₹5,65,232/-. However, as per affidavit dated 24.02.2026, complainants have sought refund of ₹6,16,690/- alongwith interest. Further, they mentioned that complainant availed loan of ₹4,66,990/- from ICICI Bank and said loan is continuing and has not been paid or cleared by the complainants till date. Respondent in it reply dated 17.07.2025 and in its written arguments dated 03.08.2026, stated that complainants have paid an amount of ₹5,65,285/- till date. Therefore, perusing the documents on record, Authority admits that an amount of ₹6,16,990/- is paid by the complainants to the respondent. However, as it is mentioned that complainant availed loan, therefore, complainants will remain liable to discharge their loan amount liability.

21. Reliefs under clause (iv) and (v) were neither argued nor pressed upon by the complainants during course of hearing. Therefore, no observations are made in this regard by the Authority.

22. Further, complainants are seeking ₹15,00,000/- on account of grievance and frustration caused to the complainants by the miserable attitude of respondent and deficiency in service and for causing mental agony cause to the complainants along with interest and from the date of filing the present complaints till its realization and ₹2,00,000/- for litigation cost. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as ***"M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. &ors."*** (supra.), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the 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 complaints in respect of compensation & legal

expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

H. DIRECTIONS OF THE AUTHORITY

23.Hence, the Authority hereby passes this order and issue 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 is directed to refund the entire amount deposited by the complainants along with interest of @10.80% to the complainants as specified in the table provided above in para no 20 from the dates when amounts were paid till the actual realization of the amount.

(ii) 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 against the respondent.

(iii) Authority also directs that no third party rights shall be created on the units allotted to the complainants by the respondent till the realization of the entire amount payable to complainants, as determined by the Authority.

24. Hence, the both complaints are accordingly **disposed of** in view of above terms. Files be consigned to the record room after uploading of the order on the website of the Authority.

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NADIM AKHTAR
[MEMBER]