HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No.:	**925 of 2025**
Date of Filing:	**04.07.2025**
First Date of Hearing:	**18.08.2025**
Date of Decision:	**13.11.2026**

SND Vidya Pracharini Society
32, New Anaj Mandi, Ballabgarh
Faridabad, 121004

....COMPLAINANT(S)

VERSUS

1. Piyush Colonizers Limited
A-16/B-1, Mohan Cooperative Industrial Estate
Main Mathura Road, New Delhi- 110044

2. Anil Goyal Chairman
A-16/B-1, Mohan Cooperative Industrial Estate
Main Mathura Road, New Delhi- 110044

3. Amit Goyal Managing Director
A-16/B-1, Mohan Cooperative Industrial Estate
Main Mathura Road, New Delhi- 110044

4. Ashok Kumar Bansal
A-16/B-1, Mohan Cooperative Industrial Estate
Main Mathura Road, New Delhi- 110044

...RESPONDENT(S)

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

Hearing: 6th

Present: - Mr. Satpal Ranga, Counsel for the Complainant.
Respondents ex-parte vide order dated 09.10.2026.

ORDER:

Present complaint has been filed 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 thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name of the project	Piyush City
2.	Nature of the Project	Residential (As per agreement to sell)
3.	RERA Registered/Not Registered	Unregistered (As per Proforma-B)

	Registered	
4.	Details of the Units/Plots	School Site (measuring approx. 1091.80 sq. yards.)
5.	Date of Plot Buyer Agreement/ Agreement To Sell	18.08.2012
6.	Due Date of Possession	Not mentioned in the complaint.
7.	Total Sale Consideration	₹61,14,080/-
8.	Amount paid by the Complainant	₹61,14,080/- (As per complaint)
9.	Offer of Possession	None

B. FACTS OF THE COMPLAINT AS MENTIONED IN THE COMPLAINT

3. Facts of the complaint are that the complainant is a registered society namely, S.N.D Vidya Pracharini Society and the present complaint has been filed through its authorised representative, Shri Jagdev Dagar. A copy of the authorisation letter has been annexed with the complaint as Annexure CA.

4. The respondents were developing a residential township under the name and style of M/s Piyush City in Sector 9, Palwal, wherein the complainant agreed to purchase a nursery school site measuring 1,091.80 square yards at the rate of ₹5,600/- per square yard, for a total sale consideration of ₹61,14,080/-.

5. The complainant paid the entire sale consideration to the respondents through various cheques and demand drafts between years 2012 and 2015, which were duly encashed. The copy of the cheques is annexed as annexure C-1 to C-4 and C-6 to C-16. An agreement to sell dated 18.08.2012 was executed in favour of the complainant, wherein the respondents undertook to hand over possession of the nursery school site upon completion of the development work. A copy of the agreement to sell is annexed as annexure C-5.

6. The possession of the school site was to be handed over after completion of the development work. After making the full payment, the complainant contacted the respondent multiple times for handing over of the possession and for execution of the conveyance deed. The respondent kept on avoiding the same.

7. The complainant also requested the respondents to accept the map of the school site for approval and to allow the complainant to demarcate the site, but the respondent did not cooperate. The complainant subsequently came to know that the respondents had been arrested by the Faridabad police in connection with a cheating case. The intentions of the respondent became dishonest and the respondents are bent to alienate the nursery school site or create third-party rights therein, which would cause irreparable loss and injury to the complainant.

8. The complainant has fulfilled its contractual obligations by paying the entire sale consideration and has always been ready and willing to perform its part of the agreement. However, the respondents have failed to execute the conveyance deed and deliver possession of the site. The complainant had earlier filed Complaint No. 836 of 2020 before this Authority, which was dismissed for want of prosecution vide order dated 01.05.2025. Hence, the present complaint has been filed seeking appropriate relief.

C. RELIEF SOUGHT

9. In view of the facts mentioned above, the complainant has prayed for the following relief(s):-

i. To direct the respondent to deliver the physical possession of the school site with registration of the school site in the name of the complainant.

Or

To direct the respondent to refund the amount of ₹61,14,080/- to the complainant along with interest @18% p.a from date of payment till realisation.

(The complainant has clarified that it wants to pursue relief of possession as observed in the interim order dated 10.07.2026 in the present complaint.)

ii. To direct the respondents to pay interest @24% per annum on the amount deposited till date of actual physical possession of the site.

iii. To direct the respondents to adjust the amount of compensation, interest on the deposited amount in the additional legal charges for delivery of possession and registration in the name of the complainant.

iv. To direct the respondents to pay compensation ₹10,00,000/- for mental harassment and agony caused.

v. To restrain the respondents from creating third party interest by way of sale, mortgage, alienation, lien over the nursery school site.

vi. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

vii. To direct the respondents to pay litigation expenses of ₹1,00,000/-.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

10. No reply was filed by the respondent despite being granted multiple opportunities following which the respondent was proceeded ex-parte vide interim order dated 09.10.2026 in the present complaint.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT

11. During the course of arguments, learned counsel for the complainant reiterated the arguments as were submitted in the complaint and prayed for allowing the possession of the school site along with delayed possession interest.

12. Neither anyone has appeared on behalf of the respondent company for arguments nor any detailed reply has been filed. Therefore, in view of consecutive non appearances and non filing of the reply, the right of defence of the respondent was accordingly struck off vide order dated 09.10.2026 and the respondent company was ordered to be proceeded ex-parte.

F. ISSUES FOR ADJUDICATION

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

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

14. The Authority has carefully considered the submissions made by the complainant. In the light of the background of the matter as recorded in this order and the arguments advanced by the complainant, the Authority observes as follows:

i. On perusal of the record available, it is observed that the complainant entered into an agreement to sell with the respondent no.1 on 18.08.2012 for the "School Land" measuring 1091.80 sq. yards. @₹5,600/- per sq. yard. The complainant paid a sum of ₹6,00,000/- as advance payment cum earnest money. The complainant has stated that a total payment of ₹61,14,080/- was made to the respondent no.1 and has relied on the copy of cheques/demand drafts along with the bank account statement.

ii. No reply has been filed by the respondents despite being granted adequate opportunity. The respondents were accordingly proceeded ex-parte vide order dated 09.10.2026. Therefore, in absence of any reply or defence by the respondents, the Authority shall proceed on the basis of the record available.

iii. With regard to the payments made by the complainant, it is observed that the complainant has placed on record copies of various cheques and demand drafts, along with the corresponding bank account statements, in support of the payments made to the respondent no.1. The said documentary evidence remains uncontested, as the respondents have neither filed any statement of account nor submitted any reply disputing or denying the payments in question. However, on perusal of the record available it is observed that the complainant had earlier filed two Complaints bearing nos. 836 of 2020 and 1638 of 2022, which were dismissed for non-prosecution. It is observed that the complainant had not complied with the directions of the Authority in the above said complaints and failed to supply proper documents. In the present matter also, the complainant has not clarified or placed on record complete documents with regard to the payments made. The said fact was also telephonically communicated to the learned counsel representing the complainant and due opportunity was provided to

furnish the same. However, the complainant has failed to do so. The document filed at Annexure C-18 in the present complaint stating the details of the payments made pertains to the Complaint No. 1638 of 2022, which cannot be considered in the present complaint. Upon perusal of the material and documents available on record, it is observed that a payment of ₹41,14,080/- is being considered for the purpose of adjudication of the present complaint, as the complainant has placed on record the cheques along with the corresponding bank account statement evidencing payment of the said amount out of the total claimed amount of ₹61,14,080/-. With regard to the remaining amount of ₹20,00,000/-, it is observed that the complainant has annexed two demand drafts of ₹10,00,000/- each, along with the bank account statement. However, the said bank account statement does not establish whether the aforesaid demand drafts were ever handed over to the respondent or whether the same were encashed by the respondent company. Further, no receipt or acknowledgment evidencing delivery or receipt of the said demand drafts has been placed on record by the complainant. Therefore, having regard to the fact that adequate opportunities were granted to the complainant, both in the present proceedings as well as in the earlier complaints filed by the complainant, this Authority deems it

appropriate to consider the payment of ₹41,14,080/- only for the purpose of adjudication of the present complaint. The complainant shall remain responsible for any discrepancy arising in respect of the aforesaid amount. The complainant shall remain at liberty to seek appropriate legal remedy in respect of the remaining amount of ₹20,00,000/- by placing on record relevant documentary proof, including by way of filing a fresh complaint, in accordance with law.

iv. The primary grievance of the complainant is that despite having paid the total amount of the sale consideration, the respondents have failed to hand over physical possession of the nursery school site and execute the requisite conveyance deed and the complainant has prayed to issue necessary directions to the respondents.

v. As no deemed date of possession has been mentioned in the agreement to sell, it is important to first arrive at the deemed date of possession for proper adjudication of the complaint. It is observed that the agreement to sell dated 18.08.2012 contemplates handing over of possession upon completion of the development work. However, no specific or definite timeline for completion of the development work and delivery of possession has been established from the agreement placed on record.

vi. In such circumstances, a reasonable period is required to be considered for completion of the development work and delivery of possession. In absence of a specific clause for the deemed date of possession, it cannot rightly be ascertained as to when the possession of said plot was due to be given to the complainant. In ***Appeal No. 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya***, Hon'ble Appellate Tribunal has referred to the observation of Hon'ble Apex Court in "***2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.***"' in which it has been observed that period of three years is reasonable time for completion of construction work and delivery of possession. In the present complaint, the agreement for sale was executed on 18.08.2012. Accordingly, taking a period of three years from the date of agreement, as a reasonable time to complete development works in the project and to handover possession to the complainant, the deemed date of possession comes to 18.08.2015.

vii. It is observed that the respondent has neither filed any reply nor produced any documentary evidence to establish that the development work has been completed or that any valid offer of possession was made to the complainant on or before the deemed date of possession. Accordingly, it is inferred that the respondent

no. 1 has failed to offer possession to the complainant, thereby establishing a breach of their contractual obligations towards the allottee. The respondents have also failed to place on record the current status of the project or any justification for the continued delay in handing over the possession. Thus, the respondents have failed to discharge its contractual and statutory obligations towards the complainant.

viii. It is pertinent to mention that the respondents having been proceeded ex-parte does not dispense with the requirement of establishing the complainant's entitlement to the relief claimed. The Authority has, therefore, independently examined the documentary evidence available on record and the submissions advanced on behalf of the complainant. On such examination of the agreement to sell, the deemed payments and the failure of the respondent to establish delivery of possession sufficiently demonstrate the complainant's grievance. The respondents remain liable to discharge their obligations under the provisions thereof. The complainant, having entered into an agreement for purchase of the school site and having made payments towards the sale consideration, is entitled to seek enforcement of the obligations of the promoter in accordance with the Act.

ix. It is pertinent to note that the present complaint has been instituted against four respondents. However, the agreement to sell has been executed between the complainant and respondent no. 1, i.e., *"Piyush Colonizers Limited"*. As regards the remaining respondents, they appear to be the authorised representative, Chairman, Managing Director and/or other office bearers of respondent no. 1 company. Accordingly, the primary responsibility for fulfilling the contractual obligations towards the complainant rests with respondent no. 1. Nevertheless, in the event of non-compliance with the directions issued under this order, the other respondents shall also be liable, to the extent permissible under law and in accordance with their respective roles and responsibilities, for ensuring compliance with the directions contained in this order. Keeping in view the aforesaid facts and submissions, the Authority observes that the respondent no.1 was under a contractual and statutory obligation to deliver possession of the booked site to the complainants upon receipt of the complete payments. However, the respondent no.1 has failed to do so.

x. In the present complaint, the complainant intends to continue with the project and is seeking delayed possession charges as provided under Section 18(1) of the Act. Therefore, considering the aforesaid observations and the statutory and

contractual obligations of the respondents, the Authority finds it a fit case for allowing handing over of possession along with delay possession charges. The complainant's claim is, therefore, held to be just and enforceable under the provisions of Section 18(1)(a) of the RE(RD) Act, 2016.

15. The 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;*

16. As per the website of the State Bank of India (https://sbi.bank.in), the highest Marginal Cost of Lending Rate (MCLR) as on 13.11.2026 is 8.95%. Accordingly, in terms of HRERA rules, the prescribed rate of interest for the refund shall be MCLR + 2% = 10.95% per annum, calculated from the date of deposit of each installment until the date of actual payment.

17. 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 (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. The complainant has prayed for interest @24% in the complaint. However, the RERA Act, 2016, read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, prescribes interest at the rate of SBI MCLR + 2%, which, as on date, works out to be 10.95% per annum. Accordingly, the interest shall be calculated and awarded at this statutory rate.

19. The Authority has got calculated the delay interest on total paid amount from the deemed date of possession till the date of this order at the rate of 10.95% as follows:

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 13.11.2026
1.	₹41,14,080/-	18.08.2015	₹50,67,724/-

Further, the monthly delay interest has been calculated as followed:

Sr. No.	Principal Amount	Monthly Interest
1.	₹41,14,080/-	₹38,261/-

20. The other reliefs were not pressed upon by the complainant in the complaint or during the course of arguments, therefore, no observations are being made in that regard. The complainant has also sought compensation on account of harassment, mental agony, undue hardship, litigation costs and on other grounds. In this regard, it is observed that the Hon'ble Supreme Court of India in ***Civil Appeal Nos. 6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra)***, has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18, and 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainants are, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

H. DIRECTIONS OF THE AUTHORITY

21. Hence, the Authority hereby issues the following directions under Section 37 of the RE(RD) Act, 2016, to ensure compliance with the obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act, 2016:

i. Respondent no.1 is directed to pay upfront delay interest of ₹50,67,724/- as calculated above in this order to the complainant towards delay already caused in handing over the possession and execute the conveyance deed. Further, monthly interest of ₹38,261/- shall be payable by the respondent no.1 to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate/completion certificate.

ii. Complainant will remain liable to pay balance consideration/interest amount, if any, remains recoverable towards total sale consideration of the plots strictly as per terms and conditions of the agreement, to the respondent no.1, when valid possession is offered to him.

iii. The rate of interest chargeable from the complainant by the respondent no.1, in case of default shall be charged at the prescribed rate i.e. 10.95% by the respondent no.1 which is the

same rate of interest which the respondent no.1 shall be liable to pay to the complainant.

iv. In case of non compliance of the aforesaid directions by respondent no.1, the other respondents shall remain liable to comply with the directions subject to applicable law and procedure.

v. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017, failing which legal consequences would follow.

22. Accordingly, the case is **Disposed of**. File be consigned to the record room after uploading of order on the website of the Authority.

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CHANDER SHEKHAR
[MEMBER]

13.11.2026
Raghav Jain
(Law Associate)