

**a. Landmark Judgments:**

| <b>THE YEAR IN REVIEW</b> |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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|                           | <b>A.</b> | <b>JUDGMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                           |           | <p><b>1. CR/945/2024 titled as Mr. Sitanshu Ranjan Kar &amp; Anr. V/S M/s Chintels India Private Limited &amp; Others</b></p> <p><b>Decided on-20.05.2025</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                           |           | <p><b>Relief sought:</b></p> <ol style="list-style-type: none"> <li><b>I. Direct the respondent to refund the entire amount of Rs.1,68,58,275/- along with interest @ 18% per annum from the date of respective payments till actual payment to the complainants in terms of apartment buyer's agreement dated 03.05.2012.</b></li> <li><b>II. Direct the respondent to pay the difference to Rs.2,73,42,000/- to pay the complainants towards the difference in the inflation rate of the unit from 2011 till filing of the present complaint.</b></li> <li><b>III. Direct the respondent to pay Rs.32,03,316/- along with interest @ 18% per annum from the date of respective payments till actual payment to the complainants paid by them as interest towards the SBI home loan availed for purchasing the unit;</b></li> <li><b>IV. Direct the respondent to pay Rs.5,89,500/- along with interest @ 18% per annum from the date of respective payments till actual payment to the complainants towards the stamp duty/registration cost of the unit.</b></li> <li><b>V. Direct the respondent to pay Rs.20,37,203/- to the complainants to the renovation work done by the unit.</b></li> <li><b>VI. Direct the respondent to pay Rs.50,00,000/- to the complainants towards the mental agony.</b></li> </ol> <p><b>Decision of the Authority: -</b></p> |

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|  |  | <p>On bare perusal of the documents available on record the Authority observes that the complainants were allotted a unit bearing no. C-604, 6<sup>th</sup> floor, in Tower- C, of the project of the respondent company namely, "Chintels Paradiso" situated in Sector- 109, Gurugram vide allotment letter dated 24.02.2012. An apartment buyer's agreement was executed between the parties herein regarding the subject unit on 03.05.2012. As per clause 11 of the buyer's agreement, the respondent company was under an obligation to handover the possession within 36 months with a grace period of 6 months from the date of start of actual construction of a particular tower/building. The due date of possession is calculated from the date of execution of apartment buyer's agreement dated 03.05.2012. Therefore, the due date of possession comes out to be 03.11.2015 including 6 months grace period. The respondent/promoter has obtained the occupation certificate from the competent authority on 20.06.2017 and the physical possession of the unit was handed over to the complainants/allottees vide possession letter dated 12.05.2018. Also, the conveyance deed of the subject unit was executed between the complainant and the respondent/promoter on 05.07.2018.</p> <p>At this later stage, the complainants wish to withdraw from the project owing to the substandard quality of material used for construction of building in which unit of the complainants is situated. Such a use of inferior materials by the respondent, have culminated in grave structural deficiencies adversely affecting the stability and safety of the project. Substantiating the same, Prof. S. Bishnoi, Prof. D.R. Sahoo and Prof. V. Matsagar Department of Civil Engineering of the Indian Institute of Technology, Delhi (IIT Delhi) prepared a report on structural condition of the project 'Chintels Paradiso' situated at Sector 109, Gurugram (Tower-C). The findings of the said audit, highlighting significant structural inadequacies, were submitted to the District Town Planner (Enforcement), Gurugram, on 26.06.2023. Para 7 of the report on structural condition of Chintels Paradiso Sector 109, Gurugram (Tower-C) is reproduced herein ready reference:-</p> <p><i>After perusal of the IIT Delhi report, citizen complaints, statements and records provided by various stakeholders, the committee is of the following opinions-</i></p> <ol style="list-style-type: none"> <li>1. <i>As per IIT Delhi report, <b>the structure of Tower B and Tower C are safe for habitation at present, but due to high chloride content in the concrete throughout the structure, the structure will deteriorate</b></i></li> </ol> |
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|  |  |  | <p><i>in a pattern unbecoming of a stable RCC structure. Therefore, the committee recommends the following:</i></p> <ol style="list-style-type: none"> <li><i>a. The structure of Tower B and Tower C shall be assessed, in light of the findings of IIT, Delhi, by another agency, preferably <b>CBRI to suggest rehabilitation measures</b> so that the effect of corrosion could be counterbalanced and the structure could be saved from any further structural damage. If this is feasible, then the builder shall be mandated to follow the instructions of such agency and get the outcome certified from it.</i></li> <li><i>b. If the conclusion of the agency as stated above remains same that of IT, Delhi, i.e., the building is safe at present, but is bound to deteriorate due to high chloride content in concrete and it is not technically feasible to rehabilitate it, then the builder shall do the annual structure audit of Tower B and Tower C every January through one of the four empaneled Structure Audit Consultants. This structure audit report shall be shared by the Builder with RWA as well as DTP office. In case of adverse structure audit report, the builder shall compensate the owners in the same way as of other towers which have been declared unsafe for habitation. In the meantime, the builder as well as residents shall not undertake any structural repair without the permission of the Administration.</i></li> </ol> <p><i>2. The committee is of the opinion that <b>both the construction agency and developer failed to ensure quality construction.</b> Timely intervention such as testing of concrete and use of material which does not have chloride content beyond prescribed limit could have been vital in ensuring the required structural safety of this tower.</i></p> <p>Further, the relief of refund cannot be sought by the complainants at such a belated stage wherein occupation certificate was obtained by the respondent on 20.06.2017. Thereafter, peaceful possession of the unit was also taken over by the complainants on 12.05.2018 without any protest. It is pertinent to mention that the conveyance deed had also been executed between the parties on 05.07.2018.</p> <p>Moreover, clause 2 of the conveyance deed dated 05.07.2018, specifically mention that the construction of the said unit was as per the agreed specifications and to the satisfaction of the complainants/vendee and that the complainants/vendee shall not raise any claim whatsoever against the respondent/vendor in respect of any defects or deficiency in construction, quality of the material used. Clause 2 of the conveyance deed dated 05.07.2018 is therefore relevant and reproduced herein for ready reference:-</p> |
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|  |  | <p><i>That the VENDOR has handed over the vacant and physical possession of the property mentioned above to the Vendee with all its rights, and privileges so far held and enjoyed by the Vendor to hold and enjoy the same forever free from all encumbrances whatsoever. The Vendee acknowledges that Vendee has taken over of possession of the said property and has further confirmed that all the fixtures, fittings are in order and <b>further confirms and acknowledges that the construction of the said flat is as per agreed specifications and is to the satisfaction of the Vendee and that the Vendee shall not raise any claim whatsoever against the Vendor in respect of any defects or deficiency in construction, quality of the material used or on account of any delay, etc.</b></i></p> <p>The Authority observes that the title of the above property allotted to the complainants has been duly transferred to the complainants through the above conveyance deed. In view of the above, no case for refund is made out under the provisions of the Section 18 of the Act, 2016 as the same can only be invoked in case the promoter fails to complete or is unable to give possession of an apartment or building in accordance with the terms of agreement of sale or, as the case may be, duly completed by the date specified therein. Nor is there any defect in title for which the complainants can be compensated. However, it is relevant to refer to Section 11(4) (a) read with Section 14(3) of the Act, 2016 in the present matter which state as under:</p> <p><i>11(4) (a) shall be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:</i></p> <p><i>Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.</i></p> <p><b>“Section 14: Adherence to sanctioned plans and project specifications by the promoter</b></p> <p>(1) .....</p> <p>(2) .....</p> <p>(3) <i>In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of</i></p> |
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|  |    | <p><i>promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act."</i></p> <p>In light of the above, the promoter is liable for structural defect or any other defect even after execution of conveyance deed for such period as prescribed under sub-section (3) of section 14 of the Act 2016. Therefore, though the relief of refund is not maintainable before the Authority, but the complainants are at liberty to approach the Adjudicating Officer in terms of Section 14(3) of the Act, 2016.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|  | 2. | <p><b>CR/537/2025 and 10 others complaints against the promoter M/S GLS Infratech Private Limited</b></p> <p><b>Decided on 01.07.2025</b></p> <p><b>Relief sought:</b></p> <ul style="list-style-type: none"> <li>• <b>Direct the respondent to provide 7 Karam Rasta as per approved plan supplied to complainant with the allotment letter dated 20.12.2023, and till then respondent be restrained from demanding any payment from complainant;</b></li> <li>• <b>Direct the respondent not to enforce holding/non-occupancy charges nor to charge interest on payment due on offer of possession for any period prior to providing the 7 Karam Rasta shown in the approved lay out plan;</b></li> <li>• <b>Direct the respondent to pay interest @ 12% per annum on the amount received from complainant for the period from the date of payment till the Rasta as per approved lay-out is provided.</b></li> <li>• <b>To imposed penalty to the respondent for misrepresentation of facts to the public authorities and the allottees.</b></li> </ul> <p><b>Decision of the Authority:</b></p> <p>The Authority observes that the relief claimed by the complainant herein is with regard to construction of 7 karma Rasta (having Rect. No. 32 Killa No. 6/1/2, 15/1/1, 15/1/2/2) connecting Sohna-Damdama Road to the said project. As far as the said relief sought by the complainant is concerned, the DTCP, Haryana vide order dated 20.02.2025, DTP(E) directed to coordinate with concerned local authorities for removal of any encroachment upon the said 7 Karam</p> |

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|  |    | <p>wide Rasta. Further, the promoter has also approached Hon'ble Punjab and Haryana High Court, in CWP bearing no. 6297 of 2025 titled as "<b><i>GLS Infratech Pvt. Ltd. vs. State of Haryana and Ors.</i></b>" wherein vide order dated 17.03.2025 it has been directed that "<i>the respondent no. 3 shall take necessary action in accordance with law after affording due opportunity of hearing to all the stakeholders, within a period of six weeks from the date of submission of the said representation/application, if any.</i>"</p> <p>After hearing the submissions of the respective parties and going through the record, the Authority observes that the project of the respondent was duly granted a license by the competent authority and the project was registered by this Authority as per approved layout plan submitted in this regard. Upon completion of the project, the respondent/promoter has also obtained the completion certificate from the competent authority. The complainant is aggrieved by the fact that the approach to the project is not as wide as shown in the approved layout plan. It is seen that one of the allottees challenged the completion certificate before the DTCP and the said matter was disposed of vide order dated 20.02.2025, with directions to DTP (E) Gurugram to co-ordinate with the local authorities for removal of any encroachments on the 7 karam Rasta. It is a fact that the area under the approach road/rasta to the project is not under the control of the respondent/promoter and falls under the domain of the local authority. The respondent has taken all necessary steps to get the encroachments cleared by approaching the local authority as well as the Hon'ble High Court of Punjab and Haryana seeking directions for removal of the encroachments. As per direction of the Hon'ble Punjab and Haryana High Court vide order dated 17.03.2025, the competent authorities have already initiated the necessary action in accordance with law.</p> <p>In view of the above, the Authority does not find any merit in the present complaint, which is accordingly, dismissed. Pending applications, if any, also stands disposed of. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of paid-up amount is mentioned in each of the complaints.</p> |
|  | 3. | <p><b>CR/6730/2025 titled as Dinesh Kumar Jaiswal Vs. M/s Elan Limited</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|  |  |           | <b>Decided on 14.08.2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  |  |           | <b>Relief Sought:</b><br><br><b>i. Direct the respondent to refund the entire paid-up amount along with interest.</b><br><br><b>Decision of the Authority:</b><br><br>keeping in view the aforesaid factual and legal provisions, the respondent is directed to refund the paid-up amount of Rs.86,68,542/- after deducting 10% of the sale consideration of Rs.85,21,690/- being earnest money along with an interest @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of filing of complaint i.e., 12.01.2026 till actual refund of the amount within the timelines provided in Rule 16 of the Haryana Rules 2017. |
|  |  | <b>4.</b> | <b>CR/1233/2026 titled as Neet Rash Consultants LLP V/S Eldeco Infrastructure and Properties Ltd. &amp; Anr.</b><br><br><b>Decided on 14.08.2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|  |  |           | <b>Relief Sought:</b><br><br><b>I. Revoke and cancel the registration certificate of respondent.</b><br><b>II. Direct the respondent no.1 as well as the concerned officers to ensure immediate uploading and public disclosure of all mandatory documents.</b><br><b>III. Direct the respondent no.1 to cease desist and refrain from advertisement booking of any unit.</b><br><b>IV. Direct to call for records and information and conduct inquiry and investigation into the affairs of respondent no.1.</b>                                                                                                                                                                                                                                                                                                         |

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|  |  | <p>V. Issue appropriate directions toward compensation to the complainant.</p> <p>VI. Direct the respondent no.2 to clarify whether any binding assurance commitment or timeline was formally issued to respondent no.1 regarding relocation of the said high tension line.</p> <p>VII. Direct Respondent No. 2 to disclose whether construction of towers, club building, services area and main entry access affected by the said High-Tension Line is presently permissible under applicable safety norms, right-of-way regulations and planning laws;</p> <p>VIII. Direct Respondent No. 2, in coordination with this Hon'ble Authority, to conduct and submit a compliance and safety report regarding the impact of the 66 KV High Tension Line on the project land and amenities proposed therein;</p> <p>IX. Direct Respondent No. 2 (HSIIDC) to obtained registration under Section 3 of the Real Estate (Regulation and Development) Act, 2016 in respect of the land, infrastructure development, licensing arrangements, or any real estate component forming part of or connected with the Sector-80, IMT Manesar, Gurugram, and in the event no such registration has been obtained.</p> <p>X. In the event it is found that Respondent No. 2 is undertaking development activity within the meaning of the Act without obtaining mandatory registration, initiate appropriate action under the provisions of the Real Estate (Regulation and Development) Act, 2016, including issuance of directions and imposition of consequences as contemplated therein.</p> <p><b>Decision of the Authority:</b></p> <p>The Authority observes that before examining the merits of the case, it is necessary to determine whether the complainant falls within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:</p> |
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*“...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent.”*

As per Section 2(d) of the RERA Act, 2016, an “allottee” means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, the allotment relied upon by the complainant was admittedly provisional in nature and was expressly subject to the signing, execution and registration of the Agreement for Sale within the stipulated time. The material available on record does not establish that any formal or final allotment of the subject unit was ever made in favour of the complainant. Mere payment of a booking amount, coupled with issuance of receipts acknowledging such payment and a provisional allotment, cannot, in the facts and circumstances of the present case, by itself confer upon the complainant the statutory status of an “allottee”, particularly when the subsequent execution of the Agreement for Sale was an essential and stipulated condition for crystallisation of the transaction and the same admittedly never took place.

This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties. Such terms are ordinarily crystallised and given legal effect through the formal allotment documents and the Agreement for Sale. In the present case, in the absence of a final allotment and a duly executed Agreement for Sale, the essential terms of the proposed transaction did not attain the requisite degree of contractual finality. Consequently, no concluded and legally enforceable contract for sale can be said to have come into existence between the parties.

In view of the foregoing discussion, since no concluded contract came into existence between the parties and no formal/final allotment of the subject unit was made in favour of the complainant, the grievance raised by the complainant in relation to the project does not fall within the scope of the statutory jurisdiction conferred upon this Authority under the RERA Act. The complainant, therefore, cannot invoke the jurisdiction of this Authority in the absence of a subsisting allotment

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|  |    | <p>or concluded transaction giving rise to rights and obligations enforceable under the Act.</p> <p>In view of the above facts and circumstances, this Authority holds that the complainant does not fall within the definition of “allottee” as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Further, this Authority, finds that the complainant has failed to establish or demonstrate any material irregularity, statutory non-compliance, deliberate violation or any specific contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016, or the Rules and Regulations framed thereunder, in the facts and circumstances of the present case on part of the respondents. The allegations raised by the complainant remain unsupported by cogent documentary evidence and are insufficient to establish any actionable violation of the Act on the part of respondents.</p> <p>Accordingly, in the absence of any legally enforceable allotment, concluded Agreement for Sale, or established contravention of the provisions of the RERA Act, and having regard to the failure of the complainant to substantiate the allegations by cogent and credible evidence, the present complaint is held to be not maintainable and devoid of merit. The complaint is, accordingly, dismissed.</p> |
|  | 5. | <p><b>CR/2463/2025 titled as Jai Abhilash V/S Sternal Buildcon Pvt. Ltd.</b></p> <p><b>Decided on 19.05.2026</b></p> <p><b>Relief sought:</b></p> <p>i. Direct the respondent to refund along with the applicable interest on the same at the rate of 24% per annum from 14.04.2025 onward till actual realization of the complete and full amount by the complainant-allottee.</p> <p><b>Direction of the authority:</b></p> <p>On consideration of documents available on record and submissions made by both the parties, the Authority is of the view that as per clause 7.1 of the builder buyer agreement dated 10.02.2023, the possession of the apartment was to be delivered by 28.02.2026. However, the complainant has already withdrawn from the project by sending letter</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|  |    | <p>dated 12.02.2025 and sought refund of the paid-up amount with interest even before the due date of possession. So, in such a situation, the complainants withdrew from the project even prior to the due date. Thus, they are not entitled to refund of the complete amount but only after certain deductions as prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018.</p> <p>Keeping in view the aforesaid factual and legal provisions, the respondent is directed to refund the paid-up amount of Rs.8,24,200/- after deducting 10% of the sale consideration of Rs.21,02,351/- being earnest money along with an interest @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of surrender i.e., 12.02.2025 till actual refund of the amount within the timelines provided in Rule 16 of the Haryana Rules, 2017 <i>ibid</i>.</p> |
|  | 6. | <p><b>CR/1383/2025 titled as M/s St. Patricks Realty Pvt. Ltd. V/s Subha Nivedita Mintz</b></p> <p><b>Decided on 19.05.2026</b></p> <p><b>Relief sought:</b></p> <ol style="list-style-type: none"> <li><b>i. Direct the respondents to return all the original documents for the unit in question including the allotment letter, floor buyer agreement executed for the unit in question.</b></li> <li><b>ii. Direct the respondents to provide the necessary bank account details to return the amounts paid from their own resources after deductions of the earnest money deposit and statutory dues.</b></li> <li><b>iii. Allow the complainant to return all the amounts paid by the financial institution, i.e., ICICI Bank Limited as per permission to mortgage as no tripartite agreement was executed between the complainant respondent and ICICI Bank.</b></li> <li><b>iv. Allow the complainant to get foreclosure letter while considering the cancellation already done vide cancellation</b></li> </ol>                                                                                                            |

**notice dated 17.11.2022 for enabling the complainant company to refund loan amount disbursed against the unit and release the charge created over the unit in question.**

**Direction of the authority:**

On consideration of documents available on record and submissions made by both the parties, the Authority is of the view that on the basis of allotment, the complainant has paid an amount of Rs. 27,55,348/- against the sale consideration of Rs. 68,08,775/-. The Occupation Certificate for the tower in question was obtained by the complainant-promoter on 19.10.2020 and thereafter possession of the apartment was offered to the complainant vide offer of possession letter dated 03.12.2020, subject to payment of outstanding dues. As per the payment plan agreed between the parties, 'on offer of possession', the respondent-promoter was obligated to pay 65% of the BSP + .... % cost of basement + IFMSD + Power backup installation charges + club membership + other charges. However, the respondent-allottee defaulted in making payment and the complainant-promoter was to issue various reminder/demand letters to the respondent-allottees to comply with their obligation to make payment of the amount due, but the same having no positive results and ultimately leading to cancellation of unit vide letter dated 17.11.2022. The Authority observes that Section 19(6) of the Act of 2016 casts an obligation on the allottee to make necessary payments in a timely manner. Hence, cancellation of the unit in view of the terms and conditions of the payment plan annexed with the buyer's agreement dated 17.04.2014 is held to be valid. But while cancelling the unit, it was an obligation of the complainant-promoter to return the paid-up amount after deducting the amount of earnest money. However, the deductions made from the paid-up amount by the complainant-promoter are not as per the law of the land laid down by the Hon'ble apex court of the land in cases of ***Maula Bux VS. Union of India, (1970) 1 SCR 928 and Sirdar K.B. Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136***, and wherein it was held that *forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provisions of section 74 of Contract Act, 1872 are attached and the party so forfeiting must prove actual damages. After cancellation of allotment, the flat remains with the builder as such there is hardly any actual damage.* National Consumer Disputes Redressal

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|  |    | <p>Commissions in <b>CC/435/2019 Ramesh Malhotra VS. Emaar MGF Land Limited</b> (decided on 29.06.2020) and <b>Mr. Saurav Sanyal VS. M/s IREO Private Limited</b> (decided on 12.04.2022) and followed in <b>CC/2766/2017</b> in case titled as <b>Jayant Singhal and Anr. VS. M3M India Limited decided on 26.07.2022</b>, held that 10% of basic sale price is reasonable amount to be forfeited in the name of "earnest money". Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018.</p> <p>Keeping in view the aforesaid factual and legal provisions, the complainant-promoter is directed to refund the paid-up amount of Rs.27,55,348/- after deducting 10% of the sale consideration of Rs.68,08,790/- being earnest money along with an interest @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of cancellation i.e., 17.11.2022 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.</p> |
|  | 7. | <p><b>CR/3918/2024 titled as Surinder Kumar Sawhney V/s Vatika One on One Limited &amp; Another</b></p> <p><b>Decided on 12.11.2025</b></p> <p><b>Relief Sought:</b></p> <ol style="list-style-type: none"> <li>I. <b>Direct the respondents to pay the interest as prescribed by law calculated from due date till realization on the total outstanding amount(s) due &amp; payable by the respondents to the complainant towards the assured returns, committed returns, lease rentals and security deposit claimed herein.</b></li> <li>II. <b>Direct the respondents to pay assured returns to the complainant at the rate of Rs. 137.22/- per sq. ft. super area per month as per clause 15 of the builder buyer agreement dated 04.02.2016 for the period between 01.10.2018 till 30.09.2021.</b></li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|  |  |  | <p>III. <b>Direct the respondent to clear all dues of assured return with interest.</b></p> <p>IV. <b>Direct the respondents to pay committed returns to the complainant at the rate of Rs. 130 per sq. ft. super area per month to the complainant as per clause 16.1 of the builder buyer agreement dated 04.02.2016 for the period between 01.10.2021 till 28.02.2023.</b></p> <p>V. <b>Direct the respondents to pay the lease rentals to the complainant as per clause 16.5 of the builder buyer agreement dated 04.02.2016 for the period between 01.03.2023 till 31.07.2024 against the failure of the respondents to pay the agreed lease rentals as per the terms of the agreement.</b></p> <p>VI. <b>Direct the respondents to pay remaining due towards outstanding proportionate share of the rental security deposit to the complainant, in accordance with clause 16.14 of the builder buyer agreement dated 04.02.2016, with respect to the leasing arrangement entered by the respondents with Air India.</b></p> <p>VII. <b>Direct the respondents to not levy any other cost on the complainant for the purpose of lease of the unit with Air India and act in conformity with the agreement.</b></p> <p>VIII. <b>Direct the respondent to register the subject unit bearing no. 520, admeasuring 1000 sq. ft., located on fifth floor, block 4 of the project in name of the complainant and for execution of conveyance deed with regards to the said unit in the name of the complainant.</b></p> <p><b>Direction of the authority:</b></p> <p>Therefore, considering the facts of the present case, the respondent no.1 is directed to pay the pending amount of assured return at the agreed rate i.e., Rs.137.22/- per sq. ft. per month from the date the payment of assured return has not been made i.e. from October 2018 till the date of completion of construction of the unit, i.e., till the date of receipt of occupation certificate on 06.09.2021, and thereafter, Rs.130/- per sq. ft. per month as committed return up to 3 years from the date of receipt of occupation certificate after the completion of the said building (06.09.2024) or till the date the said unit is put on lease to Air India (19.08.2022), whichever is earlier. Therefore, the</p> |
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|  |  | <p>committed returns are payable @Rs.130/- per sq. ft. per month from 06.09.2021 till 19.08.2022. It is important to note that the Authority declines to order payment of any amount on account of delayed possession charges as their interest has been protected by granting assured returns till completion of construction of the unit and thereafter also up to 3 years at different rate from date of completion of the said building or the said unit is put on lease, whichever is earlier. Accordingly, the respondent no.1 is directed to pay the outstanding accrued assured return amount till date at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any, from the complainant and failing which that amount would be payable with interest @ 8.85% p.a. till the date of actual realization.</p> <p>The complainant is further seeking relief with respect to payment of lease rental as per the builder buyer agreement dated 04.02.2016. Vide clause 16.5 of the agreement for lease rental dated 04.02.2016, the complainant has authorised the respondent to negotiate and finalize the leasing arrangement in respect of the unit, individually or in combination with other adjoining units, with any suitable tenant/s, for whatever period and for whatever rent and with whatever conditions as may be negotiated by the respondent no.1 with the intending lessee(s). Further, vide clause (d) of the said agreement, it was agreed that the lease document will stipulate payment of rent by the lessee to the respondent, who in turn will remit the proportionate rent to the complainant after deducting expenses/costs of managing the leasing arrangement and collection of rentals which presently work out to Rs.7/- per sq. ft. per annum of the unit super area leased. As per documents placed on record by the respondent by way of affidavit dated 26.09.2025, the respondent entered into lease deed with Air India Ltd. on 19.08.2022 for commercial space admeasuring 1,69,850 sq. ft. against a total transaction value of Rs.22,59,45,360/-. Therefore, the authority is of view that the builder buyer agreement executed between the parties i.e., the respondent and the allottee consisting of the lease rental clause, is binding on them. Accordingly, the respondent is directed to pay the lease rental and rental security in term of the builder buyer agreement to the complainant along with interest. It is important to note that in case the unit in question is leased out by the respondent no.1 at the rate lower/higher than as is fixed by the respondent, the respondent no.1 is obligated to settle the same in terms of clause 16.5 and clause 16.6 of the builder buyer agreement dated 04.02.2016.</p> <p>Further, the respondent no.1 shall not charge anything from the complainant which is not part of the buyer's agreement executed between them. Section 17 (1) of the Act deals with duties of promoter to get the conveyance deed executed and the same is reproduced</p> |
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|  |    | <p>below:</p> <p><b><i>“17. Transfer of title.-</i></b></p> <p><i>(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:</i></p> <p><i>Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.”</i></p> <p>The authority observes that OC in respect of the project where the subject unit is situated has been obtained by the respondent promoter from the competent authority on 06.09.2021. The respondent no.1 promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. In view of above, the respondent no.1 shall execute the conveyance deed of the allotted unit within a period of 30 days from the date of this order.</p> <p>The complainant is seeking relief of compensation w.r.t litigation expenses and mental agony. The Hon’ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2021 titled as <b><i>M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up &amp; Ors.</i></b> (supra), has held that an allottee is entitled to claim compensation &amp; litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation &amp; litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72.</p> |
|  | 8. | <p><b>CR/2980/2025 titled as Asharfilal Gupta Vs JMS Buildtech Pvt. Ltd.</b></p> <p><b>Decided on 19.02.2026</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|  |    | <p><b>Relief Sought:</b></p> <p><b>I. Direct the respondent to set aside letter dated 27.03.2025 issued by the respondent, demanding exorbitant sum of the</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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|  |  |  | <p><b>respondent, demanding exorbitant sum of Rs.3,48,094/- in arbitrary manner.</b></p> <p><b>II. Direct the respondent to deliver the possession of the said unit no.116 situated at “Marine Square” which is commercial complex on land admeasuring 16 kanals or 2 Acres in the revenue estate of village Dhankot, Sector-102, Gurgaon.</b></p> <p><b>Direction of the authority:</b></p> <p>I. The respondent is directed to pay delay possession charges to the complainant against the paid-up amount at the prescribed rate of interest @ 10.80% per annum for every month of delay from the due date of possession i.e., 02.08.2023 till offer of possession i.e., 27.03.2025 plus two months i.e., 27.05.2025 after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, ibid.</p> <p>II. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges within a period of 30 days and the complainant is directed to pay the outstanding dues, if any remains after adjustment of interest for delayed period.</p> <p>III. The respondent is directed to hand over physical possession of the subject unit to the complainant-allottee within a period of thirty days from the date of this order, as the occupation certificate has already been obtained. The complainant-allottee shall take physical possession of the allotted unit within in terms of section 19(10) of the Act of 2016.</p> <p>IV. The respondent shall not charge anything from the complainant which is not the part of the builder buyer agreement dated 20.03.2019.</p> <p>V. The rate of interest chargeable form the complainant-allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent-promoter which is same rate of interest which the promoter shall be liable to pay</p> |
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|  |  |    | <p>the allottee, in case of default i.e., the delay possession charges as per Section 2(za) of the Act.</p> <p>VI. The arrears of such interest accrued from due date of possession till the date of this order shall be paid by the promoter to the allottee within a period of 90 days from date of this order as per rule 16(2) of the Rules, <i>ibid</i>.</p> <p>VII. The respondent is directed to execute the registered conveyance deed in terms of Section 17 (1) of the Act of 2016 within a period of 90 days after payment of requisite stamp duty and administrative charges by the complainant.</p> <p>VIII. The respondent-promoter is not entitled to charge holding charges from the complainant-allottees at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.</p>                                                                                                                                                              |
|  |  | 9. | <p><b>CR/6309/2024 titled as Rajnandani V/s Imperia Structures Pvt. Ltd.</b></p> <p><b>Decided on 27.03.2025</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|  |  |    | <p><b>Relief Sought:</b></p> <ul style="list-style-type: none"> <li>i. Direct the respondent to provide the possession of the unit.</li> <li>ii. Direct the respondent to make the payment of delay possession of Rs.17,93,564/- for the period from as per Act of 2016.</li> <li>iii. Direct the respondent not to demand any additional amount and set-aside illegal and nonest demand raised by the respondent in its letter dated 17.07.2024 in the name of balance amount, increased area charge, escalation cost, GST etc.</li> </ul> <p><b>Direction of the authority:</b></p> <p>Cancellation dated 18.10.2024 is bad in eyes of law and hence set-aside and the respondent is directed to reinstate the unit of the complainant within 30 days of this order.</p> <p>The respondent is directed to pay the interest at the prescribed rate i.e. 11.10% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 27.09.2020 till 17.09.2024 i.e., expiry of 2 months from the date of offer of possession</p> |

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|  |     | <p>(17.07.2024). The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.</p> <p>The respondent is directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules and thereafter monthly payment of interest be paid till date of handing over of possession shall be paid on or before the 10<sup>th</sup> of each succeeding month.</p> <p>The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.</p> <p>The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainant is directed to pay outstanding dues, if any, after adjustment of delayed possession charges.</p> <p>The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges from the complainant/allottee at any point of time even after being part of the buyer's agreement as per law settled by <i>Hon'ble Supreme Court</i> in <i>Civil Appeal Nos. 3864-3889/2020</i> decided on 14.12.2020.</p> |
|  | 10. | <p><b>CR/6873/2022 Titled as Aditi Garg Vs JMD Limited</b></p> <p><b>Decided on 23.01.2025</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|  |     | <p><b>Relief Sought:</b></p> <p><b>I. Direct the respondent to refund the paid-up amount along with interest at the prescribed rate of interest.</b></p> <p><b>II. Direct the respondent to pay litigation expenses to the tune of Rs.2,20,000/- to the complainant.</b></p> <p><b>III. To impose penalty upon the respondent as per the provisions of Section 60 of the Act of 2016 for the wilful default committed.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|  |  | <p><b>IV. To recommend criminal action against the respondent for the criminal offence of cheating, fraud and criminal breach of trust under section 420,406 and 409 of the Indian Penal Code.</b></p> <p><b>V. To initiate necessary inquiry under section 35 of the Act of 2016</b></p> <p><b>Direction of the authority:</b></p> <p><b>Decision of the Authority:</b></p> <p>The respondent/promoter is directed to refund the amount i.e., Rs.33,55,554/- received by him from the complainant after deduction of 10% of basic sale consideration of Rs.44,60,000/- as earnest money along with interest at the rate of 11.10% p.a. on such balance amount as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of filing of complaint i.e., 31.10.2022 till the actual date of refund of the amount.</p> <p>A period of 90 days is given to the respondent-builder to comply with the directions given in this order and failing which legal consequences would follow.</p> <p>The respondent is further directed not to create any third-party rights against the subject unit before full realization of paid-up amount along with interest thereon to the complainant, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee-complainant.</p> |
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