

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY,
JAIPUR**

Complaint No. RAJ-RERA-C-N-2025-7910

KHYALI RAM KULHARI

...Complainant

VERSUS

AIR FORCE NAVAL HOUSING BOARD

...Respondent

HON'BLE MEMBER SMT. RASHMI GUPTA

PRESENT :

Advocate Unnati Vijay, Nisha Gandhi & Manan Gupta present for complainants.

Advocate Sanskriti Sharma & Diya Yadav present for respondent.



Date of Order : 12.06.2026

: ORDER:

- 1) Present complaint has been filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') with regard to project 'JAL VAYU TOWERS' registered with Authority bearing registration number RAJ/P/2017/553.
- 2) As per complainants, brief facts of complaint are that the respondent had launched scheme namely 'Jaipur Phase-II,' in 2011 for construction of 444 dwelling units across 11 towers; complainant booked dwelling unit No. E-901, Type-A; allotment letter issued on 28.11.2014; total sale consideration of Rs.54,63,000/-; as per clause 17 of allotment letter, possession would be handed over by the end of 2017; failed to complete project by deadline; on 07.03.2018, respondent issued a letter announcing a re-



launch of the project and decided to provide interest @ 3% to existing allottees for delay and this will be adjusted at the time of handing over possession; on 17.10.2024 respondent paid a total of Rs.16,000/- (along with TDS); this amount is not in consonance with the rate of interest prescribed under the applicable rules; complainant paid Rs.52,80,000/- during 2014-2020; on 09.06.2021 respondent eventually issued 'No Dues Certificate', confirming that complainant had paid full amount of Rs.54,63,000/-; sale deed executed on 24.09.2021 for Unit No. E-901.

Respondent obtained a Partial Completion Certificate (PCC) from the JDA on 28.10.2021 for Towers C, D, E, F, H, J, L, and community hall, which was uploaded on RERA portal; a Partial Occupancy Certificate (POC) for the same towers obtained on 20.06.2022, has not been uploaded on RERA portal; respondent has only obtained partial occupancy certificate and has not yet obtained a complete Occupancy Certificate; stated that possession was offered even before issuance of PCC and POC.

Project remained at halt and was nowhere to near completion; Jal Vayu Towers Society, Jaipur, vide its letter dated 04.01.2023, communicated to empanelled architect who issued POC, raising concerns regarding missing essential services; these deficiencies include a non-functional STP, a deficient supply of potable water, an incomplete security wall, and a sewerage system that is not connected to the main MCD/Panchayat lines; water

supply lines were not laid according to standard engineering practices, building finishing is incomplete, and common area electrical work, including wiring in Block-C, remains outstanding; despite execution of the sale deed, the project remains incomplete; RERA portal shows an extension upto 31.10.2025, and construction work still ongoing; sought following relief:

- a) Respondent shall be directed to pay interest from the expected date of delivery (end of 2017) till actual date of handing over valid possession after receipt of complete Occupancy Certificate, deducting any amounts already received by the complainant for the delay.
- b) Respondent shall be directed to complete all remaining development work and obtain a valid, complete Occupancy Certificate.

- 3) Respondent filed reply and pleaded that respondent launched a housing scheme comprising 444 dwelling units (DUs) across 11 towers; possession of flat had already been offered via a possession letter dated 09.06.2021; emphasized that possession date mentioned in allotment letter was merely tentative; Air Force Naval Housing Board (AFNHB), referred to as "Respondent." is a welfare society registered under the Societies Registration Act; with objective to provide residential housing to serving Air Force and Naval personnel and widows of these services, on a "No Profit, No Loss" basis under a self-financed housing scheme; respondent does not



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possess its own funds and operates entirely on contributions collected from allottees; pleaded that cost of dwelling unit at allotment was a "Basic Tentative Cost," subject to revision due to market escalation, taxes (VAT, Service Tax), and additional area charges; after completion of statutory formalities, original work order for "Jaipur Phase-II" was awarded to M/s VIPL-MIPL, with a completion target of 2017; however, due to poor performance the contract was terminated on 17.11.2015; additionally, in most of the towers, when construction reached the 7th floor, JDA issued "stop work" notices on 28.09.2015; respondent appealed this before the JDA Appellate Tribunal, which quashed the notices on 26.07.2017; consequently, 22 months were lost out of 36 months originally available for completion; due to unforeseen circumstances beyond its control delayed completion of project; allottees were duly informed about re-launching of project through a communication dated 07.03.2018.

Following the delays, The Air Force Naval Housing Board (AFNHB) bifurcated project as Part-I (282 DUs in Towers C, D, E, F, H, J, L & the Community Block) and Part-II (162 DUs in Towers A, B, G & K); on 02.02.2018; a new contract was awarded to M/s Mitra Guha Builders (MGB). Vide re-launching letter dated 23.04.2018 informed complainant of revised completion date of October 2019; respondent alleged that complainant accepted these new terms by paying subsequent installments according to

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revised schedule.

Upon completing Part-I, respondent obtained PCC on 28.10.2021; after ensuring all external services (including electrification, water supply, sewage systems (STP), and Fire Department NOCs were functional) respondent applied for a POC; election for Resident Welfare Association (RWA) was held on 05.12.2021; POC for specified towers (including tower of complainant) was obtained on 20.06.2022.



Respondent denied offering interest @3%, maintaining that it was not legally liable for interest due to government-ordered work stoppage. However, to address allottee concerns, the respondent voluntarily decided to pay interest @3%, totaling Rs.87,438/- (Rs.70826/- on 25.02.2016 & Rs.16612/- on 15.10.2024); a registered Sale Deed was executed on 24.09.2021 for Flat No. E-901 without any compulsion; respondent maintains that unit and essential facilities are fully operational and have been handed over to RWA; complainant is not entitled to interest for delay and prayed for dismissal of complaint.

- 4) Counsel for complainant filed an application for taking documents on record; status report filed by respondent in matters pending before the Hon'ble Adjudicating Officer concerning the same respondent and the same project, wherein respondent has specifically outlined current status of amenities, infrastructure facilities & other common areas which were promised and marketed to allottees;



- 5) Respondent filed a miscellaneous application for dismissal of complaint as it was filed beyond a reasonable period; present complaint was filed on 29.01.2025, whereas the sale deed has been executed on 24.09.2021; thus, complaint has been filed after 3 years, 4 months, and 5 days from execution of sale deed; there is no specific timeline or limitation period provided under the RERA Act for availing reliefs; referred two judgments (1) Hon'ble REAT Jaipur in Appeal No. 83/2024, titled "Trehan Apna Ghar Pvt Ltd vs Nidhi Shankar Verma & Ors" decided on 09.05.2025 and (2) RERA Gurgaon, vide an order dated 12.09.2025 passed in complaint No. 2024/4776 titled "Pardeep Sharma Vs. Apex Buildwell Pvt Ltd,"; and prayed that present complaint may be dismissed, as same has been filed beyond reasonable period after execution of sale deed.
- 6) During arguments, counsel for complainant reiterated the same facts as pleaded in complaint and further argued that the judgment of the Hon'ble Supreme Court relating to limitation period is not applied to quasi-judicial proceedings; also referred to the order of coordinate Benches in which delay interest has been allowed in the same project; complainant has made payment of Rs.56,33,845/- and a "no due certificate" was issued by respondent on 22.09.2021; respondent did not pay interest @ 3%, totaling Rs.87,438/- to the complainant; no ATS (Agreement to Sell) has been executed; project got registered on 18.09.2017 & currently project is in lapsed category; respondent only obtained PCC & POC and not

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the complete CC and OC; amenities are still incomplete; counsel referred the order of the Hon'ble REAT, stating that the issue was already decided and the project does not fall under a "no profit, no loss" organization; argued that no stay has been granted on the order of Hon'ble REAT by the Hon'ble Rajasthan High Court, Jaipur Bench; in that case, the respondent had filed an interim prayer requesting that money should not be disbursed; stay was granted on that specific request, but no stay has been granted on order itself.

- 7) During arguments, counsel for respondent reiterated the same facts as stated in reply and in application for dismissing the complaint on the ground of limitation; counsel referred the orders passed by the Hon'ble REAT and RERA in support of applicability of limitation to RERA; also referred the order passed by the Hon'ble REAT wherein partial CC/OC was considered valid; regarding the order passed by Hon'ble REAT matter, referred by complainant, an appeal is pending, therefore, no reliance can be placed on it; interest @ 3% has already paid; if the prayer is allowed then this interest may kindly be adjusted; three extensions were sought; first extension was sought and granted on the ground of Force Majeure, so the moratorium period may be excluded while calculating the interest.
- 8) Having heard the arguments and perused the records the Authority observed that:
 - a) As verified by Law Researcher, current status of

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project on the RERA portal is in lapsed category; three extensions were sought and last extension was valid up to 31.10.2025; as per last QPR filed, for quarter (April to June, 2025) Percentage Completion of construction work (as per Project Engineer's Certificate, R-2) is 100%; obtained PCC from the JDA for Towers C, D, E, F, H, J, L, and the community hall on 28.10.2021, which was uploaded on RERA portal; POC for same towers, obtained on 20.06.2022;

- b) On 28.09.2015 JDA issued "stop work" notices; respondent appealed this before the JDA Appellate Tribunal, which quashed the notices on 26.07.2017; consequently, 22 months were lost out of the 36 months originally available for completion;
- c) respondent paid interest @ 3%, totaling Rs.87,438/- (Rs.70826/- on 25.02.2016 & Rs.16612/- on 15.10.2024);
- d) registered Sale Deed was executed on 24.09.2021;
- e) dispute is with regard to interest on delay from expected date of delivery to till obtaining of OC;
- f) allotment letter was issued on 28.11.2014; project was re-launched on 07.03.2018 and date of revised completion was October, 2019; sale deed was executed on 24.09.2021;



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- g) there is no specific timeline or limitation period provided under the RERA Act for availing reliefs;
- h) sale deed was executed on 24.09.2021; present complaint filed by complainant on 29.01.2025 with inordinate delay of 3 years, 4 months and 5 days from execution of the sale deed.
- 9) Judgment of Hon'ble REAT Jaipur in Appeal No. 83/2024, titled "Trehan Apna Ghar Pvt Ltd vs Nidhi Shankar Verma & Ors" decided on 09.05.2025 wherein it has been observed that



"in such circumstances we may be guided from the General Provisions of the Limitation Act 1963. Article 113 of the said Limitation Act provided that the general Limitation period for filing a suit to recover money is 3 years from the date when the cause of action occurs." It was observed that if a RERA complaint is filed within 3 years of the arising of the cause of action, then it may be assumed that the complaint has been filed within a "reasonable period."

Counsel for respondent referred another order passed by RERA Gurgaon, passed in complaint no. 2024/4776 titled "Pardeep Sharma Vs. Apex Buildwell Pvt Ltd," on 12.09.2025 dismissed the complaint for being barred by limitation, as it was filed beyond a reasonable period of 3 years from the date of arising of cause of action. It was observed while awarding reliefs,

"the Authority Under Section 38 of the Act of 2016, is to be guided by the principles of natural justice. It is a universally accepted maxim that the law assists those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation, a reasonable period of time needs to be arrived at for a litigant to agitate this right. This

Authority is of the view that 3 years is the reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances."

- 10) Per contra, counsel for complainant stated that there is no limitation for filing the complaint before RERA and referred the judgment passed in RAJ/RERA/2023-6325 Pooran Mal Beniwal & Another Vs. Air Force Naval Housing Board decided on 06.04.2026 wherein; Authority allowed interest for the period from expected date of possession i.e. October, 2019 till the date of issuance of partial completion certificate i.e. 20.06.2022.

Referred another judgment passed in RAJ/RERA/2025-7880 Virendra Singh Shivrayan Vs. Air Force Naval Housing Board decided on 05.03.2026 (with two other complaints) wherein; Hon'ble Authority allowed the interest for the period from 01.01.2018 till the date of execution of sale deed 22.09.2021 & 27.09.2021, respectively.

- 11) Considering the submissions made on behalf of parties in respect of limitation, RERA Authority is of the view that judgment passed on 06.04.2026, complaint was filed within one year, after execution of sale deed (05.04.2022).

In the matter of RAJ/RERA/2025-7880 Virendra Singh Shivrayan Vs. Air Force Naval Housing Board decided on 05.03.2026 (with two other complaints); complaints were filed in the year 2025, sale deeds were executed in the year 2021 & 2022. No objection of limitation was raised and complaints were decided without hearing on the point of limitation.



The judgment referred by respondent wherein issue of limitation was raised before the respective Authorities (i.e. RERA, Gurgaon and REAT, Jaipur) wherein, issue of limitation was raised and the same has been decided.

Hon'ble REAT, Jaipur quoted the judgment passed by Maharashtra REAT dated 17.06.2022 in the case of Sushma Nitin Koparkar & Pradeep Bhanudas Asalkar wherein it has been held that

'it can't be accepted that interest due to alleged delay in possession is an open ended affair that can be raised anytime. Such a claim if not raised simultaneously at the time of taking possession or within reasonable time immediately after possession can't or ought not to be accepted and entertain'.

RERA, Gurgaon in its judgment dated 12.09.2025 (10 complaints) Ramesh Kumar Vs. Apex Buildwell Pvt. Ltd., has observed that

'Authority under section 38 of the Act of 2016, is to be guided by principal of natural justice. It is universally accepted maxim and the law assist those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for a litigant to agitate his right. This Authority is of the view that three years is a reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances'.

Hon'ble Supreme Court in the case of "The Property Company (P) Ltd., VERSUS Rohinten Daddy Mazda" in Civil Appeal No. 92 of 2026 (arising out SLP (Civil) No.

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3906 of 2017), has observed in para 160 (iii) as under:

'The provisions of the Act, 1963 (provisions that lay down a prescribed period of limitation as well as Section 4 to 24 of the Act, 1963 respectively) would only apply to suits, applications or appeals, as the case may be which are made under any law to 'courts' and not to those made before quasi-judicial bodies or tribunals, unless such quasi-judicial bodies or tribunals are specifically empowered in that regard'.

But it has not been held that quasi-judicial bodies or tribunals can't look into the matter as to whether applications/complaints have been filed within reasonable time period with justified reasons.

12) In view of facts and observations stated hereinabove, Authority observed that;



- a) cause of action arose to the complainant on 24.9.2021 (when sale deed was executed between the parties) but complainant neither filed complaint nor objected to seller; thereby he waived his rights;
- b) complaint is filed with inordinate delay, no reasons & justification has assigned, delay is inordinate looking to the facts of the case and the overall situation of allottee;
- c) Complainant agreed for executing of sale deed without any protest;
- d) respondent paid interest @3%, totaling Rs.87,438/- (Rs.70826/- on 25.02.2016 & Rs.16612/- on 15.10.2024) and complainant

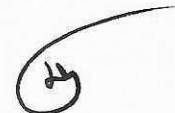
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accepted the same;

- e) interest due to alleged delay in possession is not an open ended affair that can be raised anytime. Such a claim if not raised simultaneously at the time of taking possession or within reasonable time immediately after possession can't or ought not to be accepted and entertain;
- f) Authority has to analyse factual matrix and can't mechanically restrict the decision or relief, conduct of respondent is also matters; in the present matter respondent made all out efforts to complete the project despite of suffering pandemic;



- 13) In view of the observations made hereinabove, complaint filed by complainant is dismissed.
- 14) The case is now removed from the cause list of the Authority and consigned to record. The order be uploaded on the web portal of the Authority and be also sent to all the concerned parties with placing a copy of order in file.


(Rashmi Gupta)
Member