

THE YEAR IN REVIEW		
A.	JUDGMENTS	
	1.	CR/248/2022 TITLED AS UMESH KUMAR & RENU BALA V/S M/S S.S. GROUP PVT. LTD. Relief sought: i. Direct the respondent to pay delayed possession charges. ii. Direct the respondent to quash all the illegal demands raised by the respondent on the account of PLC, increase in area, interest on delayed payments, club charges and arrears of previous demand as the same are in contravention of settled legal principles. Decision of the Authority: i. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 12.12.2016 till 07.11.2021 i.e., expiry of 2 months from the date of offer of possession (07.09.2021) or till actual handover of possession whichever is earlier as per provisions of section 18(1) of the Act read with rule 15 of the rules. ii. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges as per above within 30 days and thereafter the complainants are directed to pay outstanding dues, if any, within next 30 days and the respondent shall handover the physical possession of the allotted unit in terms of Section 19(10), 2016 Act within 30 days from date of this order

			if no dues remain outstanding, the possession shall be handed over within four week from date of this order.
		2.	CR/1644/2018 CASE TITLES AS SUNIL KUMAR NIGAM VS. EXPERION DEVELOPERS PVT. LTD Relief sought: i. Direct the respondent to pay an amount to be calculated @18% p.a. on total consideration paid from 07.12.2015 till date of handing over of possession after obtaining completion certificate. ii. Direct the respondent to waive off excess amount of Rs. 9,71,432/- demanded through demand cum notice of possession letter dated 08.12.2017 for the purported increase in saleable area. iii. Direct the respondent to refund payment if calculated sale area is less than booked area of 2275 sq. ft. along with interest @18% from the date of booking i.e. 21.08.2012. iv. Direct the respondent to refund the excess amount collected towards the unaccounted build up area of 500 sq. ft. by wrongly referring at as “sale area”. v. Direct the respondent to bear the burden of GST without imposing the same on the complainant and refund the amount to be calculated in terms of input tax credit received by the respondent for the GST charged till date along with interest @ 18%. vi. Direct the respondent to refund VAT charges illegally demanded and collected by the respondent.

		vii. Direct the respondent to refund the sales tax on IDC/EDC charges collected. viii. Direct the respondent to charge monthly maintenance of flat as per carpet area of flat. ix. Direct the respondent to waive off excess amount of Rs.3,33,405/- demanded through demand cum notice of possession letter dated 09.12.2017 for the purported ad hoc charges not part of ABA. x. Direct the respondent to pay Rs. 50,00,000/- as compensation against mental harassment, hardship and trauma and Rs. Rs. 10,00,000/- as litigation cost. Decision of the Authority: - I. The complainant is entitled to delayed possession charges as per the proviso of section 18(1) of the Real Estate (Regulation and Development) act, 2016 at the prescribed rate of interest i.e., 10.70%p.a. for every month of delay on the amount paid by him to the respondent from the due date of possession i.e 24.12.2016 till date of possession i.e 08.12.2017 plus two months i.e 08.02.2018. II. The promoter shall not charge anything which is not part of the Buyers agreement. III. The respondent is directed to pay arrears of interest accrued, if any after adjustment in statement of account; within 90 days from the date of this order as per rule 16(2) of the rules. IV. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The respondent is further directed to handover the possession within next two weeks and the complainant is also directed to take the possession of the subject unit.
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	3.	CR/947/2022 titled as Sh. Kumar Manglam Dalmia Vs. M/s Chintels India Pvt Ltd Relief Sought: I. Direct the respondent to refund to the complainants their paid up amount towards the allotted unit. II. Direct the respondent to refrain from giving effect to the unfair clauses unilaterally incorporated in the flat buyer agreement. Decision of the Authority: i. That in the present case the allotment was done on 30.12.2011 to original allottee and subsequently the buyer's agreement was executed between the original allottee and respondent on 11.04.2012. It is observed that the complainant is a subsequent allottee. The said unit was endorsed in the favour of the complainant on 20.04.2012 which is before the due date of handing over of possession (i.e., 11.10.2015) of the allotted unit. ii. According to clause 11 of the buyer's agreement, the <u>possession of the said apartment is proposed to be delivered by the company to the allottee within 36 months within a grace period of 6 months from the date of start of the construction of a particular tower/building in which the registration for allotment is made</u>, the said date cannot be ascertained as no document has been placed

			regarding the date of start of construction of the particular tower/ building. So the due date is calculated from the date of execution of agreement i.e., 11.04.2012. Therefore, the due date of possession comes out to be 11.10.2015 (36 months from the date of execution of agreement with a grace period of 6 months). The subsequent allottee had stepped into the shoes of original allottee before the due date of handing over possession. iii. The occupation certificate was obtained on 18.08.2016 and the possession was offered to the complainant on 22.01.2017 but the complainant refused to take possession of the unit as the construction was not as per sanctioned plans and specifications those were mentioned in BBA were not there and lastly certification of structural engineer/proof consultant and the work by the contractor were not worthy and even fraudulent. iv. Vide office order dated 12.02.2022 of Deputy Commissioner a committee was constituted to enquire into the incident occurred in "D"Block, Chintels Paradiso Housing complex, Sector-109, Gurugram whereby portion of the 6th floor collapsed all the way down to the first floor on 10.02.2022 in the evening around 06.00 PM. v. According to para 11 point (9) of Inquiry Report of the Committee dated 08.11.2022, it was submitted that:- <i>"Furthermore, since signs of corrosion of reinforcement are visible in all the towers of the project, the committee reiterates that the remaining towers (towers A,B,C,D,E,F,G,H and J) be vacated until the completion of the ongoing investigations in the interest of the safety of the residents".</i>
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	4.	CR/5392/2022 TITLED AS ASHISH DALAL V/S M/S JASMINE BUILD MART PVT. LTD. Relief Sought: a. Direct the respondent to pay interest on the amount paid to the respondent from the due date of possession till handing over of possession as per Act and Rules. b. Direct the respondent to refund of amount not payable under the HVAT, GST, electrification charges and connection charges etc. along with interest. c. Direct the respondent to provide Architect's confirmation of carpet area and super area of the apartment. Direction of the authority: i. The complainant is not entitled to the relief of delay possession charges as he has not suffered any delay in handing over of possession. ii. The complainant/subsequent allottee is not entitled to the relief of refund w.r.t the charges paid by the original allottee and cannot be allowed at this belated stage.

		iii. The respondent is directed to provide details i.e., confirmation of carpet area and super area of the unit in question to the complainant within a period of 1 month from the date of this order.
	5.	CR/4604/2023 TITLED AS NAVDEEP PUNIA V/S M/S IMPERIA STRUCTURES LIMITED Relief sought: i. Direct the respondent to handover physical possession of the unit along with delay possession charges along with prescribed rate of interest. ii. Direct the respondent to handover the private lawn to the complainant or to refund the lawn amount along with interest. Direction of the authority: i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11% p.a. for every month of delay from the due date of possession i.e., 24.06.2016 till actual handing over of possession or valid offer of possession plus two months after obtaining occupation certificate from the competent authority, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules. ii. The arrears of such interest accrued from due date of possession i.e., 24.06.2016 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per rule 16(2) of the rules. iii. The respondents/promoter shall handover the physical possession of the flat/unit along with private lawn to the

		complainant in terms of apartment buyer's agreement dated 24.12.2012 and section 17(1) of the Act of 2016. In case, the respondent is unable to provide the said private lawn with allotted unit to the complainant due to change in the layout plan/building plan, the PLC amount so collected i.e., Rs.16,85,400/- shall be refunded to the complainant along with prescribed rate of interest from the date of payment till its realization. iv. The respondent shall not charge anything from the complainant which is not the part of the apartment buyer's agreement. v. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. vi. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(z) of the Act.
	6.	CR/6290/2022 TITLED AS EX. HAV ARUN KUMAR DAGAR V/S ARMY WELFARE HOUSING ORGANISATION. Relief sought: i. Direct the respondent to handover possession of the unit of complainant along with interest at prescribed rate of interest. ii. Direct the respondent to make the payment of Rs.37,39,715/- on account of delayed possession charges on total paid amount of Rs.55,40,324/- @10% per annum from the due date of possession till actual physical

			handover of possession along with Occupation certificate copy. iii. Direct the respondent to make payment of Rs.3,67,000/- on account of escalate the cost – 8%of the cost of dwelling unit (DU) which was illegally imposed on complainant and have been demanded without complainant prior consent. iv. Direct the respondent to make payment of Rs.1,19,000/- on account of school construction cost. v. Direct the respondent to make the payment of litigation expense and mental agony and mental stress. vi. Direct the respondent to issue letter of offer of possession along with certificate copy of CC, OC, along with all essential documents. vii. Direct the respondent to share current status report of concern dwelling unit (DU) in regarding free from any bad construction relate to seepage, plaster and flooring condition, electricity, door, window fittings ETC as complainant had put mail to respondent on dated 26.08.2021 & 14.10.2021. Direction of the authority: i. 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 the due date of possession i.e., 31.12.2019 till 04.03.2022 i.e., expiry of 2 months from the date of offer of possession (04.01.2022). 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. ii. The complainant allottee shall not be entitled to the delay compensation claim filed by the AWHO against the contractor of
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		the project i.e., M/s Ramprastha Promoters & Developers Pvt. Ltd. iii. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.
	7.	CR/610/2023 TITLED AS SHAJI K N AND SOM NATH MUNJAL V/S VSR PROJECTS PVT. LTD Relief Sought: i. Direct the respondent to refund ₹83,69,260/- i.e., the amount agreed to be paid by the respondent to the complainants at the time of entering the settlement on 29.12.2022 which includes ₹42,47,518/- i.e., the amount paid by the complainant to the respondent towards the sale consideration of the said unit and the amount of premium agreed to be paid by the respondent to the complainants i.e., ₹42,47,518/- along with interest @18% per annum w.e.f. 29.12.2022 i.e., from the date of settlement till realization of the said amount in favour of the complainants. Direction of the authority: i. The respondent is directed to refund the amount received from the complainants along with interest at the rate of 11.10% (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, after deduction of ₹1,00,000/- already paid by the respondent as a buy back advance as reflected in ledger dated 31.03.2024. The interest on the refundable amount shall accrue from the date of receiving of buy back amount i.e., 24.12.2022 till the actual date of refund of the deposited amount as per provisions of section

			18(1) of the Act.
		8.	CR/6193/2022 TITLED AS SEIKH IMTIAZ ALI V/S M/S 4S DEVELOPERS PRIVATE LIMITED. Relief Sought: i. Direct the respondent to refund the entire amount i.e., Rs.5,00,000/- to the complainant along with interest from the date of respective payments till its complete realization. Direction of the authority: i. The respondent/promoter is directed to refund the amount i.e., Rs.5,00,000/- received by it from the complainant along with interest at the rate of 10.85% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount.
		9.	CR/4886/2020 TITLED AS MC JOSHI & ANR. V/S M/S IMPERIA STRUCTURES PVT. LTD.
			Relief Sought: i. Direct the respondent-builder to refund an amount of Rs. 21,24,765/- due towards the complainants as per buyers/supplementary agreements dated 26.12.2015 and 13.01.2016 respectively. ii. Direct the respondent-builder to pay a sum of Rs. 3,56,201/- towards ECS and cheque bouncing charges and other amounts paid by the complainants to the respondent no. 2 due to its default. iii. Direct the respondent- builder to pay a sum of Rs. 1,60,000/- paid by the complainants to the respondent no.

			2 as it failed to settle the loan account in respect of the said apartment and foreclosed the same despite cancellation of the said apartment vide letter dated 22.06.2017. iv. Direct the respondent-builder to settle pre-EMI/EMI or the loan amount to be paid by it towards the respondent no. 2 and to clear all the outstanding dues pending in respect of the said apartment and to foreclose the loan account of the complainants in respect of the said apartment. v. Direct the respondent no. 2 to issue 'No dues certificate' to the complainants in respect of the said loan account and claim the amount from the respondent-builder in respect of the said loan account. vi. Direct the respondent-builder to pay damages amounting to Rs. 10,00,000/- to the complainants for causing mental and emotional harassment, agony, inconvenience and discomfort to them Direction of the authority: i. The respondent builder is directed to refund the amount paid-up by the complainants after deducting 10% of the basic sale consideration of Rs. 1,03,91,250/- of the allotted unit. ii. The respondent is further directed that the outstanding loan amount paid by the financial institution be refunded to the concerned financial institution.
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