

BEFORE THE RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL, JAIPUR

(1) Appeal No.197/2025

In : Complaint No.RAJ-RERA-C-N-2024-7398

Air Force Naval Housing Board, Air Force Station, Race Course, New Delhi-110003 through its Project Director, Khasra No.55/1, Benar Road, Village – Boyatawala, Jaipur, Rajasthan- 302012.

.....Appellant/Defendant

Versus

Sukhveer Singh Shekhawat, H-702, Jalvayu Towers, Boyatawala, Boyatawala, Jhotwara, Jaipur, Rajasthan-302012.

.....Respondent/Complainant

(2) Appeal No.201/2025

In Complaint No.RAJ-RERA-C-2025-7832

Air Force Naval Housing Board, Air Force Station, Race Course, New Delhi-110003 through its Project Director, Khasra No.55/1, Benar Road, Village – Boyatawala, Jaipur, Rajasthan- 302012.

.....Appellant/Defendant

Versus

Anand Teterwal through his Power of Attorney Holder Shiv Lal, C-803, Jalvayu Tower, Boyatawala Benar Road, Jaipur, Rajasthan-302012.

.....Respondent/Complainant

(3) Appeal No.62/2026

In : Complaint No.RAJ-RERA-C-N-2025-7832

Anand Teterwal S/o Shival, R/o C-803, Jalvayu Towers, Boyatawala, Jhotwara, Jaipur-302012, Rajasthan, through his Power of Attorney Holder Mr. Shival.

.....Appellant

Versus

Air Force Naval Housing Board, through its Authorized Representative, having its office situated at Air Force Station, Race Course, New Delhi-110003, also represented through its Project Director, having its office situated at Khasra No.55/1, Benar Road, Village – Boyatawala, Jaipur- 302012, Rajasthan.

.....Respondent

(4) Appeal No.65/2026

In : Complaint No.RAJ-RERA-C-N-2024-7398

Sukhveer Singh Shekhawat S/o Anoop Singh, R/o H-702, Jalvayu Towers, Boyatawala, Jhotwara, Jaipur-302012, Rajasthan.

.....Appellant

Versus

Air Force Naval Housing Board, through its Authorized Representative, having its office situated at Air Force Station, Race Course, New Delhi-110003, also represented through its Project Director, having its office situated at Khasra No.55/1, Benar Road, Village – Boyatawala, Jaipur- 302012, Rajasthan.

.....Respondent

CORAM:

Mr. Justice Madan Gopal Vyas, Hon'ble Chairperson

Mr. Yudhisthir Sharma, Hon'ble Member (Judicial)

PRESENT:

For Promoter-Appellant/AFNHB : Mr. Mahendra Singh Yadav, Advocate

For Complainant-Respondent/Appellant- : Ms. Unnati Vijay, Advocate

ORDER

Reserved on 07th & 14th July, 2026:

Pronounced on 16th July, 2026:

Per: Justice Madan Gopal Vyas, Hon'ble Chairperson

The impugned-order dated 18/09/2025 passed by the learned Regulatory Authority is common and these four appeals are also related to common project in the name and style of Jaipur Phase-II "Jal Vayu Tower", therefore, they are being decided by this common order.

2) The captioned appeals have been filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act, 2016") against the impugned order dated 18/09/2025 passed by the Rajasthan Real Estate Regulatory Authority, Jaipur (hereinafter referred to as the "Regulatory Authority") in Complaint No.RAJ-RERA-C-N-2025-7832 and Complaint No.RAJ-RERA-C-N-2024-7398. The operative portion of the said order is reproduced hereunder:-

"9. In view of the above facts and record and looking to the delay in completion of the project and handing over the possession the claim of complainants for interest on

delay period deserve to be allowed. The interest will be paid on the amount deposited by each complainant till 31/12/2017.

(iii) Complaint No.RAJ-RERA-C-N-2025-7832 (Anand Teterwal Vs. Air Force Naval Housing Board)

The respondent is directed to pay delay period interest to the complainant from the expected date of delivery i.e. 01.01.2018 till date of execution of sale deed i.e 27/09/2021. The delay interest would be calculated at the rate prescribed in the RERA Rules, 2017 i.e. 10.90% per annum (Highest SBI MCLR 8.90% + 2%).

(ii) Complaint No.RAJ-RERA-C-N-2024-7398 (Sukhveer Singh Shekhawat Vs. Air Force Naval Housing Board)

The respondent is directed to get the sale deed executed in favour of the complainant.

The respondent is also directed to pay delay period interest to the complainant from the expected date of delivery i.e. 01/01/2018 till date of obtaining partial occupancy certificate i.e. 20/06/2022 excluding moratorium period from 01/11/2021 to 22/06/2022. The delay interest would be calculated at the rate prescribed in the RERA Rules, 2017 i.e. 10.90% per annum (Highest SBI MCLR 8.90% + 2%).

10. *Delay interest amount if refunded to the complainants or adjusted @ 3% per annum earlier, will be set off/ adjusted against the accrued interest as allowed above in para 9 (i), (ii) & (iii).*

Any amount if remains surplus after such adjustments, will be refunded/ payable to the other respective parties.

11. *The order is to be complied with within 45 days from its uploading on the web-portal of the Authority.”*

3) Hence, in Appeal Nos.62/2026 and Appeal No.65/2026, it is prayed

for, as under:-

“1. Allow the present appeal and modify the impugned order dated 18/09/2025 passed by the learned RERA Authority in Complaint No.RAJ-RERA-C-N-2025-7832, to the extent it restricts the statutory entitlement of the appellant;

2. Direct the respondent to pay delayed possession interest on the entire amount deposited by the appellant, without any artificial or arbitrary restriction linked to date of deposit or any cut-off date;

3. Direct that the delayed possession interest be recomputed and paid for the period commencing from the committed date of possession i.e. 01/01/2018 till date of issuance of partial Occupancy Certificate i.e. 20/06/2022, at the rate prescribed under the Rajasthan RERA Rules, 2017.

4. *Direct rectification and correction of the clerical and apparent errors contained in the impugned order dated 18/09/2025, including:*

(i) *Correction of the appellant's address in the cause title to reflect Flat No. C-803, Jay Vayu Towers, Boyatawala, Jaipur; and*

(ii) *Correction of the total amount deposited by the appellant to Rs.54,94,197/- (Rupees Fifty-four Lakhs Ninety-four thousand One hundred and Ninety-seven only), for the purpose of accurate computation of statutory interest;*

5. *Award costs of the present appeal in favour of the appellant;*

6. *Pass any other/further orders of directions, as this Appellate Tribunal deems fit and proper in the facts and circumstances of the present case in favour of the appellant”.*

4) In **Appeal Nos.197/2025** and **Appeal No.201/2025**, it is prayed for as under:-

“1. Quash and set aside the impugned Order dated 18/09/2025 (Anx-A/1) passed by the learned Regulatory Authority, Jaipur and consequently dismiss the complaint dated 28/07/2024 (Anx.-A/2) of the complainant against the appellant and further be pleased to allow the period of 22 months (28/09/2015 to 26/07/2017) to be excluded from paying the delay interest as the construction work remained stopped due to “Stop Work” notices by JDA;

2. In the alternative modify the impugned Order dated 18/09/2025 (Anx-A/1) and allow the appellant to pay delay interest @ 3% per annum as offered by the appellant itself in place of 10.90% (8.90% + 2%) per annum to the complainant;

3. Further be pleased to restrain the Registry of this Tribunal from disbursing the amount deposited by the appellant towards delay interest under Section 43(5) of the Act of 2016 in the light of Orders dated 10/01/2025 (Anx.-A/6) and (Anx.-12) passed by the Hon'ble High Court in similar matters;

4. Any other order or direction which this Tribunal may deem fit in the facts of the present case be passed in favour of appellant”.

5) Mr. Mahendra Singh Yadav, learned counsel appearing for the Air Force Naval Housing Board (AFNHB) argued that AFNHB is a welfare organisation registered under the Act of 1860 with objective of providing residential houses to the Retired Air Force and Naval Personnel & Widows; and it is rendering services only on “No profit No loss”

basis under Self-financed housing scheme. The AFNHB does not possess any funds to its own and it is completely run by the contributions collected from allottees of various housing projects in the country. He further submitted that firstly the construction work was delayed on account of "Stop Work" Notices issued by the JDA and termination of contract with M/s. VIPL-MIPL for almost 03 years (2015 to 2018) and secondly the construction work was delayed on account of imposition of restrictions due to COVID-19 for 01 year and non-availability of the labourers as well as the construction material during Lock Down period. Both the causes of delay were unforeseen and fall under *Force Majeure*. Learned counsel further submits that the appeals of the complainant are not maintainable and liable to be dismissed inasmuch as, the order dated 18/09/2025 passed by the learned Regulatory Authority in Complaint No. RAJ-RERA-C-N-2025-7832 of complainant-Anand Teterwal was filed on 04/01/2025 i.e. after an inordinate delay of more than three (03) years.

Learned counsel for the AFNHB further argued that the delay in handing over possession was bona fide and caused by unforeseen circumstances beyond its control. Although, not legally obligated, it voluntarily offered 3% interest as a goodwill gesture to existing allottees who continued with the project. The complainant chose to continue with the project, accepted possession, and executed the Sale Deed. Learned counsel further submits that the allotted unit has been completed, the necessary completion and occupancy certificates have been obtained, all project facilities are operational, and the project has been handed over to the registered Residents Welfare

Association (RWA) in compliance with RERA guidelines. Learned counsel further prayed for exclusion of 22 months period due to stop work notice and alternatively, allow appellant for 3% p.a. delay interest as offered by AFNHB.

6) *Per contra*, Ms.Unnati Vijay, learned counsel appearing for the complainant submitted that the AFNHB is enjoying interest @10-12% from the money deposited by the allottees, whereas the allottees are being provided only 3% interest and it thus clearly demonstrated the oblivious and nonchalant attitude of the AFNHB, which is raising money from the allottees without the maps getting approved. Learned counsel submitted that the AFNHB launched the scheme in Jaipur in 2011, whereas maps were approved from the competent authority on 27/06/2013. Learned counsel further submits that it was obligatory on the part of the AFNHB to grant delay interest as the complainants cannot be made to suffer due to fault on the part of the Promoter for the project being delayed. Hence, the complainant is entitled to get the delay interest without any artificial or arbitrary restrictions as per statutory entitlement of appellant.

Learned counsel further submitted that under Section 19(10) of the RERA Act, 2016 an allottee is legally entitled to take possession of an apartment only after issuance of a valid Occupancy Certificate and therefore, execution of sale deed prior thereto does not amount to lawful possession nor does it absolve the promoter from liability under Section 18 of the RERA Act, 2016. It is important to mention herein that the impugned order, to the extent it restricts the grant of interest till the date of sale deed, is

contrary to Sections 18 and 19(10) of the RERA Act, 2016 and also contrary to the consistent and binding view of this Tribunal.

7) We have heard learned counsel for the parties and with their assistance, perused the entire material available on record.

8) Facts relevant to decide these appeals in brief are that AFNHB is a welfare organization registered under the societies Registration Act, 1860 with objective of providing residential houses to the Retired Air Force and Naval Personnel and Widows of the Personnel of these Services only on “No profit No loss” basis under Self-financed housing scheme. The AFNHB does not possess any funds to its own and it is completely run by the contributions collected from allottees of various housing projects in the country. In the present matter, the AFNHB launched a group housing project, in the name & style of Jaipur, Phase-II in year 2011 and after getting sufficient amount from allottees as per policy, AFNHB issued allotment letters to some of the allottee/complainants. The AFNHB launched the project with revised cost and specifications at Village-Boyatawala in Jaipur for developing 444 flats (DUs) in 11 towers on 10 acres land with proposed height of 30.5 meters and after approval of building plans on 27th June, 2013 from JDA, work order was awarded to one contractor M/s. VIPL-MIPL with PDC of 30 months and work is to be completed by the end of 2017 in which withdrawal from scheme only be permitted if waiting list exist (Clause-12) and tentative date of completion was end of year 2017 (Clause-17). Thereafter, the AFNHB has obtained a partial Completion Certificate (CC) for towers C,

D, E, F, H, J & L and Community Hall on 28th October, 2021 and partial Occupancy Certificate (OC) for said towers on 20th June, 2022. The allottees of this project have formed association and registered on 18th May, 2022. Notices for paper's/physical possession was issued to allottee/complainants.

In the present case, Flat No.C-803, situated in Tower 'C' was allotted to the Appellant/Complainant Anand Teterwal for the total sale consideration of Rs.54,93,000/ and Flat No.H-702, situated in Tower 'H' was allotted to Appellant/Complainant Sukhveer Singh for the total sale consideration of Rs.41,67,870/- which was totally paid by the complainant. The expected date of the flats were December, 2017. Partial Completion Certificate was issued on 28/10/2021 & the Partial Occupancy Certificate was issued on 20/06/2022 and the Sale-deed was executed on 27/09/2021 in favour of complainant-appellant Anand Teterwal and possession was handed over to complainant-appellant Sukhveer Singh Shekhawat on 17/06/2021.

8.1 So far as argument of the learned counsel for the AFNHB regarding awarding 3% delay interest to the present complainant and to allow the period of 22 months (28.09.2015 to 26.07.2017) to be excluded as prayed for by the AFNHB in Appeal Nos.197/2025 and 201/2025 are concerned, these issues have already been dealt with and decided while framing three questions of law by this Tribunal in Appeal No.139/2024 : Air Force Naval Housing Board Vs. Arpita Jain Garg & 8 other similar appeals on 25.10.2024 as follows:-

“Question No.1:-

As to whether, complainants/allottees-Ms. Arpita Jain Garg and LRs. of late Mr. Balinder Lal, have unqualified right to seek refund on demand and entitled to refund of entire deposited amount under Sections 18(1)(a) and 19(4) of the Act of 2016?”

This Question No.1 was decided against above allottees and in favour of the AFNHB”.

8.2 It is noted that in Complaint No.RAJ-RERA-C-N-2025-7832, complainant-appellant Anand Teterwal executed the sale-deed on 27/09/2021 and in Complaint No.RAJ-RERA-C-N-2025-7398, possession has already been handed over to complainant-appellant Sukhveer Singh Shekhawat and, therefore, the question of refund of total deposited amount was not claimed and also not relevant in both these appeals.

“Question No.2:-

Whether, AFNHB is entitled to, exclude the period of 22 months due to stop work notice by JDA, and termination of contract and also moratorium of 12 months period due to Covid-19 as notified by the learned Regulatory Authority on 13th May, 2020?”

This question was framed on the basis of two-fold prayer of the AFNHB:- (i) for exclusion of 22 months period due to stop work notices issued by the JDA & (ii) for exclusion of 12 months period due to Covid-19 pandemic situation. The detailed reasoning was mentioned in earlier order passed by this Tribunal on 25/10/2024 in Appeal No.139/2024 but conclusion of above questions may be produced, as under:-

First prayer for exclusion of 22 months period due to stop work notices issued by the JDA was declined by this Tribunal because it was owing to own negligence/fault of the AFNHB as the plan of the AFNHB was wrongly approved without due application of mind by the JDA being contrary to the prevailing guidelines. Hence, it was opined that “Therefore, AFNHB is not entitled to get any benefit owing to its own negligence and can’t be treated as “Force De Majeure” defined in Section 6 of the Act of 2016.

The impugned-orders were not sustainable to this extent in which, exclusion of 22 months period was accepted for the purpose of computing interest, in the eyes of law.

Second prayer for exclusion of 12 months period due to Covid-19 pandemic situation was accepted because of the fact that on 01/05/2017, the Act of 2016 was promulgated and AFNHB got the project registered with the RAJ-RERA Authority and obtained registration No: RAJ/P/2017/553 on 18/12/2017 as an “ongoing” project. Meanwhile, due to Covid-19 pandemic, one order was passed by the learned Regulatory Authority on 13/05/2020 granting extension of 12 months period to the estimated finish dates and validity of registration to those real estate projects, which were registered and not already completed, lapsed or revoked as on 19/03/2020. Since the project of AFNHB was incomplete on the very said date; therefore, it was opined that the AFNHB can claim exclusion of moratorium period while computing the interest on the ground of delay.

Hence, this Question No.2 was partially decided thereby; **(i)** declining prayer of the AFNHB for exclusion of 22 months period due to stop work notices issued by the JDA and **(ii)** accepting the prayer of exclusion of 12 months moratorium period due to Covid-19 pandemic situation”.

“Question No.3:-

Whether, complainants/allottees are entitled for delay interest @3% as unilaterally decided by AFNHB or at the rate prescribed by the Rules of 2017 i.e. SBI highest MCLR+2% from, 01st January, 2018/ 01st, November, 2019 till date of possession or the date of offer of possession or till complete occupation certificate?”

The above question with regard to award of 3% delay interest was decided, as under:-

“It is pertinent to mention here that when 3% interest declared by the AFNHB; at that time, AFNHB was registered on 26/12/2017 with RAJ-RERA and accordingly, the provisions of the Act of 2016 and the Rules of 2017 were applicable to the AFNHB; in which, rate of interest is prescribed i.e. MCLR+2% as provided by the learned Regulatory Authority to the other complainants except above mentioned three complainants-appellants.

It is noted that rate of 3% interest was unilaterally decided by the AFNHB without assigning any reasons, justifications or support of any Rules & Regulations. It is evident

from the record that AFNHB is charging rate of interest for delay instalments, which is near about 9-10% along with equalisation charges. The complainants annexed the documents of financial institutions, which show that the complainants are paying 9.5% and above rate of interest on the Home Loan taken from different financial institutions.

It is pertinent to mention here that the interest was claimed by the claimants/allottees after enactment of the Act of 2016 in which, the AFNHB was registered as a 'promoter'. Therefore, the respondent-AFNHB is not empowered to deviate from the mandate of the Act of 2016 as well as the Rules of 2017.

It may be treated a welfare and bonafide action of AFNHB before enactment of the Act of 2016 to compensate the allottees because there is no provision to provide delay interest in Regulations (Master Brochure, 2012) but after registration as promoter, the AFNHB is not at liberty to deviate from the provisions of the Rules of 2017 as per the directions given by the Hon'ble Apex Court in the case of Newtech Promoters and Developers Pvt. Ltd. (supra) and in other cases as cited by counsel for complainants-appellants. Therefore, all above three complainants are entitled to get delay interest as prescribed in the Rules of 2017 i.e. highest MCLR + 2%."

Thus, this Question No.3 was decided and answered in favour of the complainants".

8.3 All the four appeals are squarely covered by the findings recorded by this Tribunal in Appeal No.139/2024. Therefore, the prayer of AFNHB for exclusion of 22 months period due to stop work notice issued by the JDA cannot be excluded and prayer for exclusion of 12 months moratorium period due to Covid-19 pandemic situation is already excluded by the learned Regulatory Authority by the impugned-order. Further, as per finding of Question No.3 in earlier decided Appeal No.139/2024 on 25/10/2024, the appellant-AFNHB is also not competent to deviate from the provisions of the RERA Rules, 2017. Resultantly, alternative prayer regarding award of 3% delay interest is also not acceptable. Since AFNHB already provided interest @3% p.a. to the complainants, therefore, the learned Regulatory Authority rightly directed to set-off/adjusted against the accrued interest.

8.4 It is also observed in the S.B. Civil Miscellaneous Appeal No.5098/2024 filed by the respondent promoter Air Force Naval Housing Board, the Hon'ble Rajasthan High Court, while considering the stay applications filed by the respondent, restrained the Rajasthan Real Estate Appellate Tribunal from remitting or releasing the amount deposited by the respondent in all appeals, by order dated 10/01/2025.

8.5 The sole intention of the provisions of Section 43(5) of the Act of 2016 is to safeguard the interests of the parties, on being decided by the regulatory authority/adjudicating officer and it is always subject to appeal before the Tribunal under Section 43(5) provided, condition of mandatory pre-deposit, which can be further challenged in appeal before the High Court under Section 58 of the Act and thus, the legislature has put reasonable restriction, which safeguards at all stages. Therefore, it is appropriate to disburse the above deposited amount by AFNHB in Appeal No.197/2025 and Appeal No.201/2025 under Section 43(5) of the RERA Act, 2016 may be disbursed after expiry of limitation period of appeals.

8.6 Complainant-allottee Anand Teterwal also prayed to get the delay interest as per entitlement of the appellant. It is evident from the record that in the present matter, possession letter was issued by the respondent for allotted unit on 20/09/2021 before issuance partial completion certificate on 28/10/2021 but before issuance of partial occupancy certificate on 20/06/2022. Ultimately, the sale deed was executed on 27/09/2021. In such situation, the learned Regulatory Authority provided delay interest to

the complainant from the expected date of delivery i.e. 01/01/2018 till the execution of sale deed on 27/09/2021, excluding moratorium period as per its jurisdiction provided by law, therefore, the order passed by the learned Regulatory Authority does not require any interference. Therefore, Appeal No.62/2026 also deserves to be dismissed.

8.7 Simultaneously, complainant-allottee Sukhveer Singh Shekhawat received possession letter on 15/03/2021, almost seven (07) months before the issuance of partial completion certificate for Towers C, D, E, F, H, J & L with Community Hall on 28/10/2021. It is on record that the complainant has alleged that he was forced and compelled to take possession of the said unit on 17/06/2021 but, no sale deed has been executed with them yet. The respondent is directed to get the sale deed executed in favour of the complainant. The respondent is also directed to pay delay period interest on the complainant from the expected date of delivery i.e. 01/01/2018 till date of obtaining partial occupancy certificate i.e. 20/06/2022 excluding moratorium period as per its jurisdiction provided by law, therefore, the order passed by the learned Regulatory Authority does not require any interference. Therefore, Appeal No.65/2026 also deserves to be dismissed.

9) In view of the aforesaid observations, Appeal No.197/2025 & Appeal No.201/2025 filed by AFNHB and Appeal No.62/2026 & Appeal No.65/2026 filed by complainants-Anand Teterwal and Sukhveer Singh Shekhawat are hereby dismissed and the impugned-order dated 18/09/2025 passed by Regulatory Authority in Complaint

No.RAJ-RERA-C-N-2024-7398 and Complaint No.RAJ-RERA-C-N-2025-7832 are affirmed.

10) Registry of this office is directed to handover the amount to the complainants-allottees viz. Sukhveer Singh Shekhawat & Anand Teterwal deposited in Appeal No.197/2025 & Appeal No.201/2025 under Section 43(5) of the RERA Act, 2016, after expiry of limitation period of appeals in the light of the order passed by the Hon'ble Rajasthan High Court in SBCMA No.5098/2024 on 10/01/2025.

11) Pending interim order(s)/application(s) if any, stand closed.

12) A copy of this order be transmitted to the counsel for the parties and RAJ RERA, Jaipur and also be kept on record of every appeal.

13) There is no order as to costs.

Files be consigned to record.

**Yudhishtir Sharma,
Member (Judicial)**

**(Madan Gopal Vyas), J.
Chairperson**