

**MADHYA PRADESH REAL ESTATE APPELLATE
TRIBUNAL AT BHOPAL**

Appeal No. A-64/2026
Institution Date :16/09/2025

Before

Hon'ble Justice Shri B.K. Dwivedi, Chairperson
Hon'ble Shri P.C. Gupta, Member (Judicial)
Hon'ble Shri Ravindra Singh, Member (Administrative)

Smt. Sunita Jain,
W/o Shri Dr. Sukhmal Jain,
R/o Kompoo, Naya Bazar,
Gwalior (M.P.) : Appellant

Versus

01. Sonika Estate and Colonizers,
C-9, Chanakyapuri Deepak Society,
Chunabhatti, Bhopal (M.P.)- 462016

02. Sonika Engineering and Construction Limited
C-9, Chanakyapuri Deepak Society,
Chunabhatti, Bhopal (M.P.)- 462016 : Respondents

Counsel for the parties

For the Appellant : Advocate Manav Tanwani
For the Respondents : None

ORDER

(Passed on- 18/09/2026)

Per , Justice, B.K. Dwivedi, Chairperson

This appeal under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (For short hereinafter will be referred as 'the Act, 2016') has been preferred against the impugned order 10/06/2025 passed in case no. M-IND-24-0174 by Adjudicating Officer-1 (For Short hereinafter will be referred as 'AO-1') whereby application filed by the Appellant has been partly allowed with following order :-

(1) अनावेदकगण कब्जा प्रदान करने तक के प्रत्येक माह के विलंब की अवधि के लिए आवेदिका द्वारा भुगतान की गई प्रतिफल राशि 28,80,000/- (अट्ठाईस लाख अस्सी हजार) रू. पर दिनांक 30.04.2017 से 7 प्रतिशत वार्षिक की दर से ब्याज आदेश दिनांक से दो

भाह के अंदर एकमुश्त आवेदिका को अदा करेंगे। दो माह के अंदर उक्त राशि अदा न करने पर अनावेदकगण भुगतान करने तक उक्त प्रतिफल राशि पर 7% की दर से भी ब्याज अदा करेंगे।

(2) अनावेदकगण मानसिक क्लेश एवं शारीरिक यातना के मद में 2,00,000/- (दो लाख) रू. आवेदिका को अदा करेंगे।

(3) अनावेदकगण प्रकरण के व्यय के रूप में 10.000/- (दस हजार) रू. की राशि का भुगतान आवेदिका को करेंगे।

(4) दो माह की अवधि के पश्चात आवेदिका नियमानुसार उपरोक्त क्षतिपूर्ति राशि के लिए कार्यवाही कर सकेगी।

02. Facts in brief are necessary for disposal of this appeal are that Appellant has purchased a unit/plot No. A-37 admeasuring 2400 sq. ft. in the residential project 'Kuber City' developed by the Respondents. For consideration of Rs. 28,80,000/- entire amount of the consideration was paid by the Appellant in fulfillment of contractual obligation. After receiving full consideration amount Respondents with impunity, refused execution of registered sale deed and delivery of possession of aforesaid unit. Deliberate inaction has inflicted upon the Appellant not just financial loss but also profound mental and physical distress and relentless harassment. Appellant was compelled to file complaint bearing No. M-IND-24-0174 before learned Authority at Bhopal in prescribed form-M seeking not just monetary relief but also relief of getting registered sale deed in her favour. Complaint was transferred to AO-1. Ld. AO-1 has passed impugned order, which is under challenge in this appeal.

03. Ld. Counsel for the Appellant submits that impugned order is against settled principles of law, hence deserves to be quashed. Principal relief for execution of sale deed has not been adjudicated. Adequate compensation has not been awarded. Interest only @ of 07 per cent per annum has been granted which is against the terms and conditions of allotment letter. Ld. AO-1 has failed to exercise his power under Section 71 and 72 of the

Act, 2016. On these miscellaneous contentions Ld. counsel for the Appellant prays for setting aside the impugned order by allowing appeal and directing Respondents to execute the registered sale deed in favour of the Appellant by paying substantial exemplary costs and monetary compensation in the tune of Rs. 10,00,000/- with interest @ of 24 per cent per annum.

04. Even after service none appeared for the Respondents.

05. Heard and considered submissions raised at bar and perused the record.

06. It is undisputed that the Appellant has purchased and entered into an allotment/agreement to sale with Respondents on 30/04/2014 for purchase of plot No. A-37 area 2400 sq. ft. in the project of Respondents 'Kuber City' situated at village Palakhedi Tehsil and District Indore. Even after payment of full consideration amount of Rs. 28,80,000/- sale deed was not executed in favour of the Appellant, therefore, she has filed an application before the Authority for compensation, interest and cost with further relief of getting sale deed executed by the Respondents in her favour. Application was transferred for adjudication to AO-1 and same has been disposed of by impugned order Annexure (A-1) dated 10/06/2025. It is apparent from perusal of the operative part of the impugned order which is contained in para 15 of the order as reproduced hereinabove, no deliberation has been done nor any order has been passed with regard to entitlement of Appellant to get sale deed of plot no. A-37 executed in her favour. Compensation with regard to mental and physical torture has been quantified to the tune of Rs. 2 lakh and cost of Rs. 10,000/- has also been mentioned on the Respondents which cannot be found fault with. As far as rate of interest is concerned.

07. In considered view of this Tribunal, the rate of interest awarded is on the lesser side. Looking to Clause-13 of allotment

letter dated 30/04/2014, executed in favour of the Appellant clearly reveals that after full payment of the said unit/plot by purchaser to the developer, the possession and mutation will be given immediately and if any delay occurs in handing over the plot duly developed to the purchaser to the developer is liable to pay @ of 24 per cent interest on all the deposits till handing over date.

08. Section 2 (za) provides for payment for the promoter or the allottee in explanation of the aforesaid Section it is clearly mentioned the rate of interest is chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee in case of default.

In Clause (ii) of aforesaid Section i.e. 2(za) it has been provided that interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid.

09. In the instant case, as mentioned hereinabove, in Clause-13 of the allotment letter it is clearly mentioned that if any delay occurs in handing over the plot duly developed to the purchaser, the developer is liable to pay interest @ of 24 per cent per annum in all the deposit till handing over date.

10. Looking to the aforesaid, impugned order passed by AO-1 is found erroneous as interest has been directed to be paid only @ of 07 per cent per annum.

11. In considered view of this Tribunal, this interest on total consideration of Rs. 28,80,000/- paid by the Appellant to the Respondents should have been @ of 24 per cent per annum from

date 30/04/2017 accordingly interest @ of 24 per cent per annum is granted on the aforesaid amount from the date 30/04/2017.

12. The compensation amount for physical and mental torture has been quantified to the tune of Rs. 02 lakh and cost tune to Rs. 10,000/- found sufficient and requires no interference accordingly this appeal is partly allowed as far as at the rate of interest is concerned.

13. Before parting with this appeal this Tribunal will be failing in its duty if no direction is given with regard to adjudication of complaint file by the Appellant before the Authority with regard to her entitlement of getting sale deed registered for plot no. A-37 from the Respondents. Since aforesaid relief is claimed in the complaint has not been adjudicated, hence the Authority is directed to aforesaid para of the complaint by taking it on its original no. and dispose of expeditiously in a time bound manner.

14. Accordingly, appeal is partly allowed and disposed of.

15. Parties will bear their own cost.

16. Copy of the be supplied to the parties free of cost, at earliest.

17. Record of the Authority along with copy of this order remanded back to the Authority for necessary compliance.

18. After noting the result and completing all the formalities, case be consigned to the record room.

Sd/-
(JUSTICE B.K. DWIVEDI)
CHAIRPERSON

Sd/-
(P.C. GUPTA)
MEMBER (J)

Sd/-
(RAVINDRA SINGH)
MEMBER (A)

Date: 18/09/2026

Place: Bhopal

Viv₁