BEFORE THE RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL, JAIPUR

Appeal No.92/2025

In : Complaint No.RAJ-RERA-C-N-2024-7226

Mr. Prahlad Ram Meena, 24, Meena Basti, Jodhpura, Karoli, Rajasthan-321611.

…Complainant-Appellant

Versus

1. M/s. SKG B3B LLP, Flat No.6, Rajiv Vihar, 2nd Floor, Opp. Metro Pillar No.31, Gopalpura Bypass, Jaipur, Rajasthan-302018.

2. Rajasthan Real Estate Regulatory Authority through its Registrar, 2nd & 3rd Floor, RSIC Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur-302005.

……Respondents

CORAM:

Mr. Justice Madan Gopal Vyas, Hon'ble Chairperson

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

PRESENT:

For complainant-appellant : Mr. Anurag Jain, Advocate

For respondent No.1 : Mr. Peeyush Ganguly, Advocate

O R D E R

Reserved on 01st October, 2026

Pronounced on 08th October, 2026

Per : Mr. Justice Madan Gopal Vyas, Hon'ble Chairperson

The captioned appeal has been filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act, 2016") against the order dated 26/05/2025 passed by the Rajasthan Real Estate Regulatory Authority, Jaipur (hereinafter referred to as the "Regulatory Authority"), in Complaint No.RAJ-RERA-C-N-2024-7226.

2) Facts of the case in brief are that the complainant-appellant booked a flat bearing Flat No.708 in Tower-A of the Group Housing Project "Saavyas" registered with the RERA Authority under Registration No.RAJ/P/2017/186 for the total sale consideration of Rs.24,50,000/- out of which, the complainant deposited Rs.21,00,000/- and executed an Agreement for Sale on 22/06/2022 and according to clause 1 of Schedule-D, the promised date of possession was 29/09/2022 but the respondent No.1-Promoter failed to hand over possession by the said promised date of possession.

3) Hence, the complainant-appellant filed complaint under Section 31 of the RERA Act, 2016 before the learned Regulatory Authority seeking refund of the entire deposited amount along with interest, which complaint was decided by the learned Regulatory Authority by the impugned order dated 26/05/2025. The operative part of the said order is being reproduced, as under:-

> *"1. Therefore, we are of this view that the respondent has failed to deliver possession of the said unit to the complainant within the stipulated time, i.e., 29.09.2022. Also, it is an admitted fact that partial completion certificate has been obtained by the respondent on 29.09.2023 and the same has been updated on the RERA web portal on 26.10.2023. Therefore, the prayer of the complainant for refund cannot be allowed at this stage and hence, the complainant is directed to take possession of the said unit.*
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> *2. Further, the respondent is directed to pay delay interest for the period of delay in handing over of the possession at the prescribed rate of 9.10% highest MCLR of SBI + 2% i.e. 11.10% per annum from the expected date of possession, i.e., 29.09.2022 till the partial completion certificate is obtained, i.e., 29.09.2023 excluding any moratorium period, if any.*
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> *3. With these directions, the present complaint stands disposed of".*

4) Hence, this appeal has been filed with the following prayer:-

> *"a) To quash and set aside the impugned order dated 26.05.2025 passed by the Ld. RERA Authority being manifestly arbitrary and devoid of any merits.*

b) To direct the Respondent to refund the entire deposited amount along with interest from each date of deposits.

c) Pass such further orders as this Hon'ble Tribunal deems fit in the interest of justice".

5) Mr. Anurag Jain, learned counsel appearing for the complainant-appellant has argued that the appellant has acquired the unqualified right of getting refund in compliance of judgment of the Hon'ble Supreme Court in the matter of ***Newtech Promoters and Developers Pvt. Ltd. V/s State of UP*** **(202 INSC 716)** as well as in terms of Section 18(1) of the RERA Act, 2016 in case, the promoter failed to deliver possession within the stipulated period, which in the present case the Promoter failed to hand over possession by the promised date of possession i.e. 29/09/2022. But the learned Authority has failed to consider this aspect and instead of directing respondent-promoter to refund the entire deposited amount to the complainant-appellant, directed the complainant-appellant to take possession of the unit. Learned counsel has placed reliance upon the judgment dated **11/11/2025** passed by this Tribunal in **Appeal No.76/2023 : Satish Sharma Vs. VVA Develop0ers Pvt.Ltd.,** wherein this Tribunal while allowing the appeal in the similar set of circumstances, directed the respondent-promoter to refund the entire deposited amount to the complainant-appellant and in similar set of circumstances, similar directions were issued by this Tribunal vide judgment dated **18/12/2025** passed in **Appeal No.90/2025 : Subhash Yadav Vs. Anurag Enterprises & Anr.** Learned counsel has further placed reliance upon the judgment of the Hon'ble Apex Court in

the matter of ***Experion Developers Pvt.Ltd. Vs. Sushma Ashok Shiroor : MANU/SC/0433/2022.***

6) *Per contra,* Mr. Peeyush Ganguly, learned counsel appearing for promoter-respondent No.1 has vehemently argued that the impugned-order dated 26/05/2025 has been passed after due appreciation of the pleadings, documents and material placed on record and in strict conformity with the provisions of the RERA Act, 2016. The agreed date of possession mentioned in the Agreement for Sale dated 22/06/2022 is 29/09/2022, which is the extension date granted by the Authority. The promoter-respondent never promised to deliver possession in September, 2022. Otherwise also, in terms of the judgment of the Hon'ble Supreme Court in ***Fortune Infrastructure,*** a reasonable time of three years ought to be taken for determination of due date of the project from the date of Agreement to Sale, which in the present case is 22/06/2022 and three years ended on 22/06/2025, whereas the respondent-promoter obtained the Completion Certificate on 29/09/2023 (Anx.R/1) for Tower-A of the said Project. Therefore, the respondent-promoter cannot be held liable for any default. Learned counsel has further placed reliance upon the judgment of this Tribunal dated **24/02/2026** passed in **Appeal No.288/2024 : Lalita Soni Vs. M/s.Shree Ram Balaji Developers and Infrastructures Pvt.Ltd. & 19 other connected appeals,** to argue that in that matter, this Tribunal has upheld the order of the Authority declining the claim of the complainants seeking refund directing complainants to take possession of the unit.

7) We have learned counsel for both the parties and perused the material available on record.

8) The only question that arises for consideration, in view of the facts and circumstances of the case, is as follows:

> **Whether the complainant-appellant is liable for the refund with interest instead of possession"**

Finding on Question:-

9) It is evident from the record that the complainant-appellant booked a flat bearing No.708 in Tower-A of the Group Housing Project "Saavyas" for the total sale consideration of Rs.24,50,000/- and deposited a sum of Rs.21,00,000/- and executed an Agreement for Sale on 22/06/2022 and according to clause 1 of Schedule-D, the promised date of possession was 29/09/2022, which according to the promoter is the extension granted by the learned Authority. The Completion Certificate in the instant case was obtained on 29/09/2023 (Anx.R/1) for Tower-A of the said Project, which was uploaded on the RERA web portal on 26/10/2023. The complainant filed complaint before the learned Authority seeking refund with interest on the ground that the promoter failed to handover possession by 29/09/2022. The learned Regulatory Authority declined the prayer of refund however granted delay interest from the expected date of possession dated 29/09/2022 till obtaining of completion certificate dated 29/09/2023, excluding moratorium period, if any.

Admittedly, in the instant case, the Agreement for Sale was executed on 22/06/2022 and according to clause 1 of Schedule-D, the promised date of

possession was 29/09/2022 and Completion Certificate was obtained on 29/09/2023 within a reasonable period of 3 years from the date of agreement to sale till obtaining of the completion certificate, in terms of judgment of the Hon'ble Apex Court in the matter of ***Fortune Infrastructure & Anr. Vs. Trevor D'lima & Ors. : (2018) 5 SCC 442.*** Thus, in our considered view, this is not an inordinate delay. Otherwise also, the learned Regulatory has awarded delay interest. The respondent-promoter had also offered valid offer of possession to the complainant-appellant on 29/06/2024, which also comes within the parameter of 3 years in terms of the aforesaid judgment of the Hon'ble Apex Court.

It is noted that the learned counsel for the appellant cites the orders passed in Appeal Nos.76/2023 and 90/2025, wherein the refund with interest was allowed by this Tribunal but both the appeals were filed on the ground of inordinate delay therefore, refund was allowed by this Tribunal but in the present matter, although the Promoter promised to hand over possession within three months from the date of execution of Agreement for Sale but within one year, the Completion Certificate was obtained by the Promoter, therefore, facts of above two appeals are not applicable to the facts of the present matter. On the contrary, this Tribunal in appeal No.288/2024 declined the claim of the complainants seeking refund. It depends upon the surrounding circumstances of the matter but in the present matter, the impugned-order passed by the learned Regulatory Authority, requires no interference.

The Question is, therefore, decided.

10) In the result, the appeal fails and it is hereby dismissed. The impugned-order dated 26/05/2025 passed by the learned Regulatory Authority in Complaint No.RAJ-RERA-C-N-2024-7226 is affirmed.

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.

13) There is no order as to costs.

File be consigned to record.

Yudhishthir Sharma,
Member (Judicial)

Justice Madan Gopal Vyas,
Chairperson

Anil Goyal-PS