

**REAL ESTATE REGULATORY AUTHORITY  
HIMACHAL PRADESH**

**Complaint no.HPRERA2023022/C**

**IN THE MATTER OF:-**

- 1 Smt. Sita Devi wife of Sh. Satya Pal Nandrajog, resident of House no. 48 Dashmesh Colony Rajpura-Distt Patiala-140401
- 2 Sh. Satya Pal Nandrajog son of Late Phula Ram, resident of House no.48 Dashmesh Colony Rajpura-Distt Patiala-140401

.....Complainant(s)

Versus

M/s Ahlawat Developer and Promoters through its managing partner Sh. Jagjit Singh Ahlawat and Smt. Suman Ahlawat, resident of Khasra no 602-611,opposite Dr .Reddy Plant, Malku Majra, Baddi H.P. 173205 and Kothi no 46, Sector 10, Panchkula, Distt. Panchkula (HR).

..... Respondent

**Present:-**Sh. Atul Pundir, Ld. Counsel along with Sh. Satya Pal Nandrajog complainant through WebEx.  
Ms. Neha Gupta, Ld. Counsel along with Sh. J.S. Ahlawat, respondent promoter Himachal One Baddi through WebEx.

**Final date of hearing:-07.08.2024**

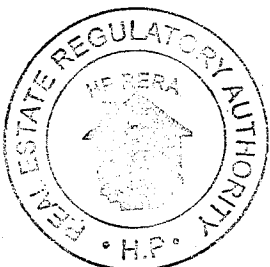
**Date of pronouncement of order:-07.09.2024**

**Order**

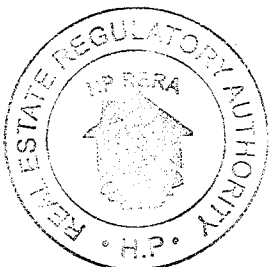
**Coram:- Chairperson**

**Facts of the case:-**

- 1 The facts in brief giving rise to the present petition are that the complainant a non-himchali booked a Flat 403, in Tower A-1 vide



agreement dated 28-04-2011 for the allotment of an apartment No.403 on 4<sup>th</sup> floor in Tower A-1 of 1575 sq. feet. The complainants made the full and final payment amounting to Rs.19,00,000/- (Rupees Nineteen Lakhs Only). The respondent has still not got the conveyance deed executed and registered in favour of the complainant in spite of the fact that all the documents were given to them and full and final payment has been made. It was further pleaded that the respondent made lame excuses on the pretext that the agreement for sale dated 28-04-2011 is not valid and asked the complainant to execute a fresh agreement dated 22.05.2016. The complainant thereafter filed a consumer complaint no 95/2017 for getting the conveyance deed of the flat executed which was decreed. Despite the award of the Hon'ble Commission the respondent did not execute the conveyance deed till date. It was pleaded that all the necessary documents for getting the permission under section 118 of H.P. Tenancy and Land Reforms Act were tendered to the respondents. It was argued that the respondents are issuing possession letters without first obtaining a completion certificate or occupancy certificate from the relevant authorities. The respondent has already made an illegal deduction of Rs.1,14,922/- which is neither maintainable in the eyes of law. On the basis of such baseless and illegal possession letters, the opposite parties are illegally demanding maintenance charges from the complainant. It was then pleaded that the complainants have paid to the respondent total sale consideration since 2011 and till date have not executed sale deed. It was further pleaded that the respondent is not getting permission under Section 118 of H.P. Tenancy Act as he has acted in violation of the laws of State of H.P. and defeated the rights and interest of the complainants



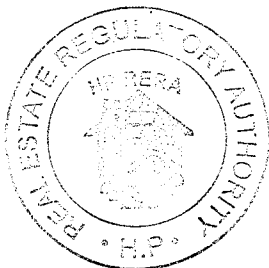
as well. With these averments it was prayed that the respondents be directed to execute and register the conveyance deed of the FLAT in favour of the complainant after getting necessary permission under Section 118 of H.P. Tenancy and Land Reforms Act.

**2 Reply filed by the respondent-**

The complainant herein has already filed another consumer complaint bearing no. CC No. 37 of 2023 titled as Sita Devi Versus Ahlawat Developers and Promoters before the Consumer Disputes Redressal Commission at Solan, Himachal Pradesh seeking similar reliefs as sought before this Hon'ble Authority. It was further pleaded that since the Complainant has already approached a court of law for redressal of its grievances, it cannot file another complaint for redressal of same relief and the present complaint is liable to be dismissed on this ground itself. A copy of the consumer complaint bearing CC No. 37 of 2023 titled as Sita Devi Versus Ahlawat Developers and Promoters before the Consumer Disputes Redressal Commission at Solan, Himachal Pradesh has also been appended with the reply whereby the complainant has claimed for relief to restrain respondent from charging maintenance as the possession for the same is still incomplete for want of occupancy certificate. It was further pleaded that the opposite party no. 2-Smt. Suman Ahlawat has been wrongly impleaded in the present proceedings and is liable to be deleted and a separate application for deletion of opposite party is being filed along with the present reply as the Opposite Party No.2 has neither dealt with nor a signatory to any transaction entered with the Complainant herein and hence is liable to be deleted from the array of parties. It was further pleaded that the complainant has already filed a previous complaint for directions to execute title deed of the



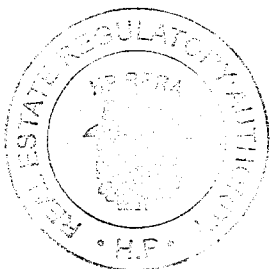
premises along with compensation which complaint has already been decided in favour of the complainant and hence the present complaint for same relief qua the same property is not maintainable and is liable to be dismissed in limine. It was admitted that the complainant is an allottee of Flat No. 403 in Tower A-1 vide agreement dated 28.04.2011. Further it was pleaded that all the non-himachalis were duly informed and made aware that ones who intend to invest in the project of the Respondent are required to mandatorily seek permission under Section 118 of the H.P. Tenancy and Land Reforms Act, 1972. The Complainant herein has already filed a previous complaint for directions to issue title deed of the premises along with compensation which complaint has already been decided in her favour and hence the present complaint towards further relief qua the same property is not maintainable and liable to be dismissed in limine. In this regard Consumer Complaint No.95 of 2017 has been decreed by Hon'ble Consumer Commission and the Opposite Party/ Respondent has already preferred an appeal execution before Ld. H.P State Consumer Disputes Redressal Commission, Shimla and the same is pending adjudication and hence the order being under challenge, cannot be said to have attained finality. It is further pleaded that the requisite documents for obtaining permission under Section 118 for the complainant have already been submitted to the concerned authority and hence as and when the same is obtained the conveyance deed/registry for the property will be done. It was further pleaded that that the Complainant had rented out the flat in question from 01.04.2015 to 29.02.2016 of her own, claiming to be the owner and in lawful possession of Flat No 403 and had been collecting rent from M/s Excellent Corporate Hospitalities and had not raised any



objections regarding the illegality of possession letters and maintenance charges. It was further pleaded that the Complainant had been regularly renting out the flat thereafter but has failed to pay the maintenance and electricity charges running into lakhs of rupees. It was further pleaded that the project is on-going project and has as on date attained the status of a deemed completion. It was further submitted that the requisite documents for obtaining permission under 118 of the complainant have already been submitted to the concerned authority and hence as and when the same is obtained the conveyance deed/registry for the property will be done. In this regard it is pertinent to note that the complainant is a permanent resident of Dashmesh Colony, Rajpura and hence she can best be termed to be an investor and fails to fall even within the ambit of the definition of the term consumer as defined under Section 2(7) of the Consumer Protection Act, 2019. With these pleadings the respondent prayed for dismissal of the complaint.

### 3 Rejoinder

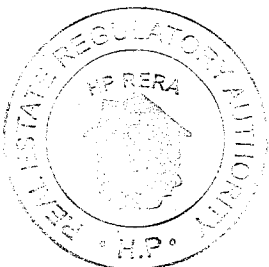
It was further pleaded that the consumer complaint bearing No. CC No. 37 of 2023 is not denied as the consumer forum relief is "in addition to and not in derogation of" relief by this Authority. Moreover the consumer forum has no jurisdiction as to "cancellation of the allotment" which is exclusively with H.P. Real Estate Regulatory Authority. The said Smt. Suman Ahlawat has not been made party in her personal capacity but by virtue of her being partner in the M/s Ahlawat Developers & Promoters and she has been handling the affairs in the absence of Sh. Jagjit Singh Ahlawat. It was further pleaded that the submission as to requisite documents for obtaining the permission under Section 118 of HPLRA having been submitted



are false as no "completion certificate" is there, more so revenue authorities are not granting permissions on account of irregularities of the respondents which can only be adjudicated by this Authority.

#### 4 **Written Arguments by the Complainant -**

The complainants in pursuance of the advertisements and offers stating that Non-Himachalis can buy flats in the said project as necessary permission to sell under section 118 of HPTLR Act has been taken by the respondent. In view of the above advertisement the complainant booked Flat 403, in Tower A-1. It was argued that these advertisements were misleading and against the provision of the said Act. This fact came to the notice of the complainants when the award of District Consumer Forum Solan was in execution. The complainants made the full and final payment amounting to Rs. 19,00,000/- (Rupees Nineteen Lakhs only), receipts of which have been acknowledged by the respondent. The complainants have further spent another sum of Rs 6 lakhs on wood works and furnishing which have been agreed by the respondent in the draft agreement for settlement total amount paid is Rs 25 lakhs. The respondents on the pretext that the apartment buyer's agreement dated 28- 04-2011, need some amendments asked to execute a fresh agreement dated 22- 05-2016. For not executing conveyance deed of the said flat the complainant filed a consumer complaint no. 95/2017 for the conveyance deed of the flat which was decreed against the opposite parties. The award of the Hon'ble Commission has not been executed by the respondent till date. To fulfill the requirement of approval of the HP Govt. under section 118 of the HP Tenancy and Land Reforms Act, 1972, the complainants have already supplied necessary documents to the respondent for applying with the competent authority for



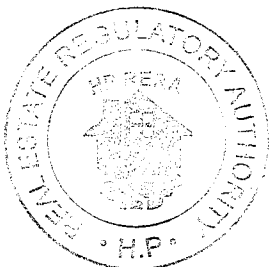
getting the permission under section 118. The case for necessary permission stand submitted in the office of DC Solan on 12.09.22 but it was not processed as the respondent is not complying with the requirement of documents on its part as completion certificate/ occupancy certificate from the concerned competent authorities have not been obtained till date. The complainant has paid the entire sale consideration to the respondent but no sale deed has been executed till date. The respondent is not getting permission under H.P. Tenancy Act as he has being action in violations to the laws of State of H.P, and defeating the rights and interest of the complaints over the property. The Govt. of Himachal Pradesh has traced the violations and wrote to the DC Solan for imitating action against the respondents as it is evident from letter no REV.B.F.(4) 01/2023 dated 12.03.2024 of which the copy is attached. The complainant are old persons aged 76 and 79 years of age and have invested their life saving, have paid the entire sum to the promoter who is in constant violation of government norms and conditions imposed and has made all the allottees run from pillar to post to get the property transferred in their name as per law. It was argued that the respondent has already made an illegal deduction of Rs. 1,14,922/-which is neither maintainable in the eyes of law nor valid on the basis of such baseless and illegal possession letters/ affidavits, the opposite parties are illegally demanding maintenance charges and extorting money from the complainant. The respondents are demanding monthly maintenance charges on the incomplete project without obtaining the occupancy certificate from the concerned authorities under the garb of Orders of Hon'ble H.P. Real Estate Regulatory Authority. It is apprehended that the project may be confiscated by the government in view of the violations of



Section 118 of the HP Tenancy and Land Reforms Act, 1972 committed by the promoter. Therefore, the complainant seeks the refund or any other appropriate relief to safe guard their interest over the property for which they have paid of the entire amount Rs 19 lakhs plus 6 lakhs spent on wood work and furnishing ( 25 lakhs). It is, therefore prayed that the Authority may kindly pass an appropriate order as deem fit in the interest of Justice. It was further submitted that another consumer complaint no. 37 of 2023 filed before the consumer court praying for restraining the respondent from charging maintenance charges has been withdrawn by the complainant on 9<sup>th</sup> January, 2024.

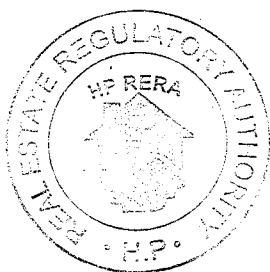
**5 Written Arguments on behalf of the respondent-**

It was argued that the complainant who is an allottee has already got the issue in question decided from consumer court in her favour and hence the present complaint towards further relief qua the same property is not maintainable and liable to be dismissed in limine. Smt. Suman Ahlawat has been wrongly named in the present proceedings and is liable to be deleted. The complainant requested for issuance of a separate agreement and the said agreement was entered with due consent of parties without any force or coercion. It was further argued that the complainant had rented out flat in question from 01.04.2015 to 31.05.2016 of her own claiming to be sole and absolute owner and possessor of Flat No 403 and had been collecting rent from M/s Excellent Corporate Hospitalities, Hyderabad and had not raised any objections regarding the illegality of possession letters and maintenance charges. Furthermore, the complainant wanted to further renew the lease deed with M/s Excellent Corporate Hospitality at a monthly rent of Rs 17,000/-. The Flat No 403, Tower A-1 was





again rented out to M/s Oakville Corporate Hospitalities and Services LLP from March 2020 till December 2022 by the complainant claiming to be landlord and sole and absolute owner of Flat no. 403. It was further mentioned in the written arguments that the Complainant enjoyed the payment of Rs.10,500/- per month from the date of making complete payment and thereafter renting out the property from 01.04.2015 onwards till December 2022. It was further submitted in the written arguments that the decreed amount as ordered by the Hon'ble District Consumer Disputes Redressal Commission, Solan has already been paid to the complainant / deposited with the Hon'ble HP State Consumer Disputes Redressal Commission, Shimla. The respondent has written to the complainant for the payment of Rs. 5,19,723/- as maintenance charges / electricity charges from the date of possession (December 2012) and also refund of the amount of Rs 5,49,800/- paid towards the monthly commitment of Rs 10,500/- for 3 years and the rent received from M/s Excellent Corporate Hospitalities from March 2015 till May 2016 and the copy of the demand letter dated 16.05.2024 is attached at Annexure 5. Further the appeal on the similar issue was pending before the State Consumer Commission, Shimla. The Complainant has already got the issue in hand adjudicated by the consumer court and the said Consumer Complaint No. 95 of 2017 has been decreed by Hon'ble Consumer Commission in her favour. In this regard, it is pertinent to mention that the Opposite Party/ Respondent have already preferred a Miscellaneous Application No M.A.170/2023 in AEA/01/2023 before Ld. HP State Consumer Disputes Redressal Commission, Shimla and the Hon'ble HP State Consumer Disputes Redressal Commission has stayed the operation of the impugned



order till the disposal of the appeal. Since the same is pending adjudication and hence the order, being under challenge, cannot be said to have attained finality. Hence this Complaint is not maintainable and is liable to be dismissed.

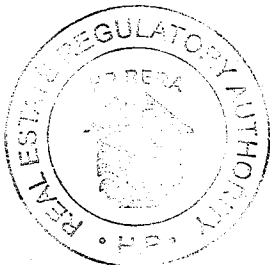
**6 Conclusion/ Findings of the Authority:-**

We have heard the arguments advanced by both the Ld. Counsels for the complainants & the respondent and also perused the record pertaining to the case. We have duly considered the entire submissions and contentions submitted before us during the course of arguments. This Authority is of the view that the point of determination(s) that requires the consideration and adjudication, namely:-

- 1. Whether the relief in the complaint to get executed a registered conveyance deed is barred by the principles of res judicata in view of final order passed by the Ld. Consumer Disputes Redressal Forum, Solan in consumer complaint no. 95/2017 decided on 23.12.2017 ?**
- 2. Whether the Complainant is entitled to get the refund of the money along with interest or not?**

**7 Findings of the Authority-**

**Whether the relief in the complaint to get executed a registered conveyance deed is barred by the principles of res judicata in view of final order passed by the Ld. Consumer Disputes Redressal Forum, Solan in consumer complaint no. 95/2017 decided on 23.12.2017 ?**



The complainant a Non-Himachali booked a Flat 403, in Tower A-1 vide agreement dated 28-04-2011 for the allotment of an apartment No.403 on 4<sup>th</sup> floor in Tower A-1 of 1575 sq. feet for total sale consideration of Rs 19,00,000/- (Rupees Nineteen Lakhs Only). Along with the complaint has been appended a copy of final order in consumer complaint no. 95/2017 dated 23.12.2017 filed before the District Consumer Disputes Redressal Forum Solan. Vide this complaint the complainant has sought the relief of execution of title deed of the premises. This consumer complaint was contested by the respondent herein and vide final order dated 23.12.2017 the respondent was directed to execute the conveyance deed of the premises in question in favour of the complainant herein and get the same registered in accordance with law within 30 days from the order. In addition 5 lakhs as compensation for committing unfair trade practise and causing mental harassment to complainants and Rs 3000 as litigation charges were awarded in favour of the complainant and against the respondent herein. In execution of this order the Ld. Consumer Court vide order dated 7.9.2022 has observed that both the parties will jointly file papers for getting sanction under Section 118 of the H.P. Tenancy and Land Reforms Act, 1972 on 16.09.2022 with the DC Collector Solan. Further vide this order the District Collector Solan was advised to expedite the matter of the parties as it was pending since long. Against the order passed in execution dated 6.12.2022 an appeal was preferred. But the fact remains that main order dated 23.12.2017 has attained finality as none of the parties has brought on record any document to show that the same was ever assailed. The primary relief in the present complaint is also for a direction to

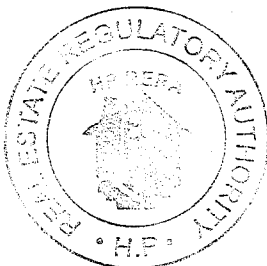


the respondent to get executed a registered conveyance deed. It is not the case of the complainant that the Ld. Consumer Court was not competent to hear and decide the same and the final order was passed after hearing both the sides. Section 11 of the Code of Civil Procedure 1908 reads as under :

*Section 11 Res judicata.*

*No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.*

Therefore in view of the above since the issue of execution of sale deed was already raised before the Ld. Consumer Court which was competent to try such complaint and after hearing the parties on merits the complaint was decreed in favour of the complainant. Therefore a subsequent complaint before the RERA on the same relief is barred in view of the applicability of the principle of res judicata which is based on the principle that **Nemo debet bis vixari pro una et endem causa** which means, that no man shall be vexed twice for one and the same cause. The other legal maxim on which this principle is based is **Res judicata pro veritate accipitur** meaning thereby a judicial decision must be accepted as correct. Further the third principle on which this legal maxim is based is **Interest publicae ut sit finis litium**. It means it is in the interest of the state that there should be an end to a litigation. The sum total of the discussion herein above is that principle of res



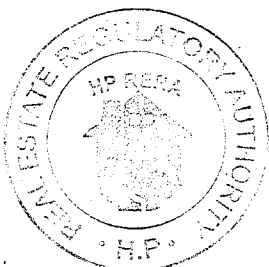
judicata is applicable in the present case and the complaint on the same relief is barred and this issue is accordingly decided.

**8. Whether the Complainant is entitled to get the refund of the money along with interest or not?**

Although the relief of refund has not specifically been prayed for however during the course of argument it was prayed on behalf of the complainant that since the passing of the order in consumer complaint no. 95/2017 dated 23.12.2017 much time has passed but the fact remains that till today no sale deed has been executed. Therefore during the course of the arguments it was argued on behalf of the complainant that in the complaint it has also prayed for any other relief that this Authority may deem fit to be passed in favour of the complainant. Under this prayer the complainant is in the alternative seeking a prayer for refund of the amount paid in lieu of sale consideration for the Flat in question.

This Authority is fully satisfied that much time has passed since the passing of the order by the Id. Consumer Commission but no sale deed has been executed till date. Although this Authority cannot deal and adjudicate the prayer for execution of sale deed again being barred by the principle of res judicata but in view of the mandate of Section 88 the provisions of the RERD Act being in addition to and not in derogation of other laws, this Authority can certainly deal with the prayer of refund in order to mitigate the hardship and to deliver justice to the complainant.

9. The right of the allottee to seek refund is unqualified and unconditional as decided by the Hon'ble Supreme Court in the judgment of New Tech Promoter's case. The Hon'ble Supreme Court



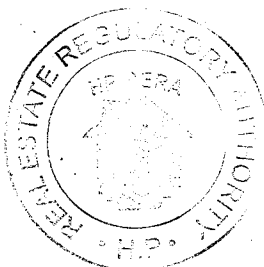
in the case of **Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Ors MANU/SC/1056/2021** has held that

*“22. If we take a conjoint reading of Sub-sections (1), (2) and (3) of Section 18 of the Act, the different contingencies spelt out therein, (A) **the allottee can either seek refund of the amount by withdrawing from the project; (B) such refund could be made together with interest as may be prescribed;** (C) in addition, can also claim compensation payable Under Sections 18(2) and 18(3) of the Act; (D) the allottee has the liberty, if he does not intend to withdraw from the project, will be required to be paid interest by the promoter for every months' delay in handing over possession at such rates as may be prescribed.*

*23. Correspondingly, Section 19 of the Act spells out "Rights and duties of allottees". Section 19(3) makes the allottee entitled to claim possession of the apartment, plot or building, as the case may be. Section 19(4) provides that if the promoter, fails to comply or being unable to give possession of the apartment, plot or building in terms of the agreement, it makes the allottees entitled to claim the refund of amount paid along with interest and compensation in the manner prescribed under the Act.*

*24. **Section 19(4) is almost a mirror provision to Section 18(1) of the Act. Both these provisions recognize right of an allottee two distinct remedies, viz., refund of the amount together with interest or interest for delayed handing over of possession and compensation.***

*25. **The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute***



***right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.”***

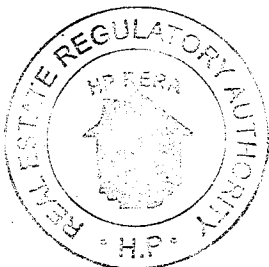
The ratio of the aforesaid judgment is that conjoint reading of Sub-sections (1), (2) and (3) of Section 18 of the RERA Act, 2016, is that the allottees have the liberty, if they intend to withdraw from the project, they are entitled to refund along with interest at rate as may be prescribed. Right to seek refund in terms of the aforesaid judgment is unqualified and is not dependent on any contingencies or stipulations thereof and is also regardless of unforeseen events or stay orders of the Court/Tribunal, which in either way is or are not attributable to the allottees. The circumstances because of which permission cannot be accorded for execution of sale deed in favour of the allottee can in no manner be attributable to the allottee therefore in terms of the judgment of New Tech Promoter no benefit of the same can be drawn by respondent in their favour.

10. The present project is a RERA registered project. It is an admitted case that the complainant a non-himachali booked a Flat 403, in Tower A-1 vide agreement dated 28-04-2011 for the allotment of an apartment No.403 on 4<sup>th</sup> floor in Tower A-1 of 1575 sq. feet. The complainants made the full and final payment amounting to



Rs.19,00,000/- (Rupees Nineteen Lakhs Only). This factum of receipt of the payment of Rs 19 lakhs has been admitted by the respondent in the subsequent agreement dated 22.5.2016 executed between the parties. It is settled law that fact admitted need not be proved and it can safely be concluded that total sale consideration paid in lieu of Flat in question is Rs 19,00,000/-.

11. The due date of possession as per clause 14 of the first agreement for sale dated 28<sup>th</sup> April, 2011 was 30 months or two and half years from the date sanction of building plan or date of start of construction in particular tower on taking occupation certificate from competent authority as mentioned in the clause supra. The due date of possession as per the aforesaid clause 14 of the agreement was 28<sup>th</sup> October, 2013.
12. The plea of the respondent is that possession was offered to the complainant vide letter dated 26<sup>th</sup> November, 2012. The fact of offering possession has further been substantiated by another letter dated 18<sup>th</sup> March, 2013 appended with the reply. The fact of having received possession was also admitted by the complainant during the court hearing arguments, but on a later date ( date is disputed). Further there is a letter dated 6<sup>th</sup> July, 2023 from the office of District Collector Solan to the respondent where the DC has also observed that the possession has been handed over to the complainant as well. This Authority is of the view that a person who has taken possession should be granted interest on refund from the date the complaint was filed. A person who has taken physical possession without the receipt of occupancy certificate and is enjoying the same cannot now turn around and say that possession is bad for want of occupancy certificate.





13. Although much time has passed since the day when the Ld. Consumer Court had passed the order of execution of sale deed. If the sale deed is not executed in further two months then the promoter is not fulfilling its duty under section 17 of the RERD Act and has to refund money along with interest
14. Further on the issue of what interest is applicable in the present case. The RERD Act, 2016 is special Act and the rate of interest has been prescribed in the rules formulated therein as under:

***Rule 15 of the Himachal Pradesh Real Estate (Regulation and Development) Rules, 2017-***

***Interest payable by promoter and allottee-***

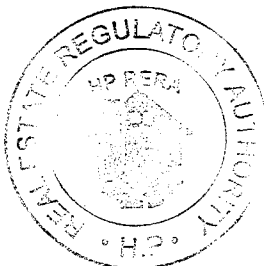
*The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent as mentioned under Section 12,18 and 19 of the Act:*

*Provided that in case the State Bank of India marginal cost of lending rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix, from time to time for lending to the general public.*

*Provided further if the allottee does not intend to withdraw from the project, he shall be paid by the promoter an interest which shall be the State Bank of India highest marginal cost of lending rate*

The legislature in its wisdom under rule 15 of the rules, has determined the prescribed rates of interest.

The SBI marginal cost of lending rate (in short MCLR) as on date of passing of this order is 9.10 %, hence the rate of interest would be 9.10 %+ 2 % [as per HP Real Estate (Regulation and Development) Rules, 2017] i.e.11.2% per annum. Therefore, interest on amount to be refunded shall be charged at 11.2 % per annum at simple rate of interest.



**15. Relief-**

Keeping in view the above mentioned facts, this Authority in exercise of powers vested in it under various provisions of the Act, rules and regulations made there under, issues the following orders/directions:

- i. If the sale deed is not executed in favour of the complainant within two months from the date of passing of this order then the complainant is held entitled to refund of **Rs. 19,00,000/-** along with interest at the SBI highest marginal cost of lending rate plus 2 % as prescribed under Rule 15 of the Himachal Pradesh Real Estate (Regulation & Development) Rules, 2017 from the date of filing of this complaint. The present highest MCLR of SBI is 9.10 % hence the rate of interest would be 9.10 %+ 2% i.e. 11.10 %.
- ii. The respondent will release the refund amount along with the interest directly to the complainant or has the option to deposit the same with the Authority. If it is deposited with Authority, then Authority will ask the complainant to hand over the possession to the respondent and the Authority will thereafter release the refund amount the Complainants

*Stam*

**Dr. Shrikant Baldi**  
**CHAIRPERSON**

