.

REAL ESTATE REGULATORY AUTHORITY

National Capital Territory of Delhi

2nd Floor, Shivaji Stadium Annexe building,

Shaheed Bhagat Singh Marg, New Delhi – 110001.

Com/08/12/2025

Project: Delhi Group Housing

Mrs. Damyant Jit Kaur …Complainant

Through: Adv. Sudesh Sharma

Vs.

M/s Delhi Heights Multi State CGHS Limited …Respondents

Through: None

Coram:

Mr. Devesh Singh,Hon'ble Member

Final Order

Dated: 28.10.2026

1. A complaint was filed in FORM 'M' on **30.12.2025** by Mrs. Damyant Jit Kaur (hereinafter referred to as "Complainant") stating that in the year 2019, she booked an apartment in the housing project namely "Delhi Group Housing" (hereinafter referred to as 'Project') promoted by the Respondents "M/s Delhi Heights Multi State CGHS Limited" (hereinafter referred to as "Respondents or Respondent Society") in, Dwarka, New Delhi. The Complainant has alleged delay and false promises by the Respondents and is seeking refund of the amount paid.

2. The Respondents vide welcome letter dated 25.09.2019 confirmed membership of the Complainant and welcomed her as a new resident of their proposed project.
3. The Complainant paid Admission Fee, Annual Operation Charges, Share Money, Booking Amount, Land Cost etc., totalling to Rs. 23,85,350/- (Rupees Twenty Three Lakhs Eighty Five Thousand Three Hundred Fifty Only) to the Respondents.
4. A preliminary hearing in the case was held on **09.02.2026**. Notice to the Respondents was issued on 09.04.2026 via post and on 10.04.2026 via email.
5. Inspite of service of notice, the Respondents did not file reply to the complaint. Also no one appeared for the Respondents during the hearings held on various dates. Therefore, vide order dated **15.07.2026**, the Authority decided to proceed **ex-parte** due to repeated absence of the Respondents on various dates.
6. I have perused the documents available on records and heard the arguments of Ld. Counsel of the Complainant.

Analysis and Consideration:

7. A perusal of the documents available on record shows that following receipts were issued by the Respondents for the monies received from the Complainant:

S. No.	Date of Receipt	Amount paid
1.	14.10.2019	Rs. 11,90,025/-
2.	04.10.2019	Rs. 11,46,325/-
3.	25.09.2019	Rs. 49,000/-
	TOTAL	**Rs. 23,85,350/-**

8. Hence, a total payment of Rs. 23,85,350/- (Rupees Twenty Three Lakhs Eighty Five Thousand Three Hundred Fifty Only) by the Complainant to the Respondents is a recorded fact.
9. The RE (RD) Act, 2016 has been enacted to induct professionalism and standardization in the real estate sector, paving the way for catalysing investments and accelerating growth of sector in the long run. To achieve these objectives, the Act created a Regulatory Authority to supervise the conception, initiation and completion of a Real Estate Project. The Respondents are a multistate co-operative society registered under the Multi State Co-operative Societies Act, 2002. The RE (RD) Act, 2016 is a special law enacted to address issues in the real estate sector. Therefore, all disputes between homebuyers/allottees and promoters/developers relating to any Real Estate Project covered under RE (RD) Act of 2016, can be raised before the concerned Real Estate Regulatory Authority (RERA). Section 79 of the RE (RD) Act, 2016 even bars jurisdiction of civil courts to entertain any suit or proceeding in respect of any matter which the Authority is empowered under the Act to determine. Moreover, section 89 of RE (RD) Act, 2016 says that provisions of this Act shall have an overriding effect on anything inconsistent in any other law in force.
10. An exhaustive definition of "promoter" is provided under section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “RE (RD) Act, 2016 or Act”) which is reproduced below:

2. (zk) “promoter” means, -

i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

iii) any development authority or any other public body in respect of allottees of-

(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its members or in respect of the allottees of such apartments or buildings; or

v) any other person who acts himself as a builder, colonizer, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

vi) such other person who constructs any building or apartment for sale to the general public.

Explanation. - For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;

11. Furthermore, the issue of whether a Society falls under the preview of the RE (RD) Act, 2016, has been thoroughly discussed by the Hon'ble Real Estate Appellate Tribunal ('REAT'), Delhi, in its order dated 12.05.2023, in the case titled **Jeevan Ashray Welfare Society Vs. Diwakar Garg**. The relevant paragraph of the said order rewards as follows:

"14. The appellant society by no stretch of imagination is a welfare society even though their registration is under the Societies Registration Act, 1860. The registration of the appellant society, as also similarly placed Cooperative Societies under the Multistate

Cooperative Societies Act or the Societies Registration Act or similar such enactment, despite their sole or primary object being to develop land and construct apartments, is clearly an abuse of the process of law for escaping other stringent statutes which make them accountable to the buyers as also the Regulatory Authorities. As noted above, despite opportunities, appellant was not able to show any activity of the Society which could be termed as a welfare activity. The sole intent of the registration of this and similarly placed societies is to develop land and construct apartments and in the process to enrich themselves inappropriately by tweaking, twisting or abusing the law, which cannot be permitted under the garb of an argument that the appellant and similarly placed societies are not 'promoter' within the meaning of section 2(zk) solely for reasons of their registration under the Societies Registration Act or the Multistate Cooperative Societies Act or similar such enactments.

15. A literal interpretation of the definition of promoter under section 2(zk) itself is clear and apparent, notably sub-clause (iv) which provides for an Apex State Level Cooperative Housing Finance Society and a Primary Cooperative Housing Finance Society, similar to the appellant society, which constructs apartments or buildings for its Members to be a promoter. Section 2(zg) of the Act, which defines the word 'Person' used while defining the word 'Promoter', reinforces the above position of law. The appellant society is registered under the Societies Registration Act, 1860 and their activity as a society is confined to constructing a 'real estate project', as defined under Section 2 (zn) comprising apartments for its members. The appellant society has a large number of members, who have been solicited for membership on assurances of a plot of land on a share of plot of land and an apartment to be constructed by the society. The appellant society admits having purchased land for development and construction of apartments and such activity makes them amenable to the Real Estate (Regulation and Development) Act, 2016 and for prior registration of their

project under Section 3 of the Act at the appropriate stage. The context of the activities of the appellant has been shown on record by way of documents that the members have been assured of a constructed apartment and that the respondents have deposited moneys with the appellant from time to time as per the demands raised by the society. The contours of the activities and the conduct of the appellant does make them fall within the ambit of the definition of promoter as provided in Section 2 (zk) of the Act. Even though, we are not examining the felicity or correctness of their registration under the Societies Registration Act, but their amenability to the Real Estate (Regulation and Development) Act, 2016 cannot be doubted. Even the elaborated definition of the word 'Person' used to define the promoter, as given in Section 2(zg) categorically includes in its fold a cooperative society registered under any law relating to cooperative societies, as also an association of persons or body of individuals, whether incorporated or not, thus shutting the door to prevent unscrupulous persons from hiding under the garb of their registration under any other law relating to cooperative societies.

16.In view of the aforesaid discussion, the contention of the appellant that it is not a promoter as defined under the Act and that they are not amenable to RERA jurisdiction, is rejected and the finding of the Authority that appellant is a 'Promoter' within the meaning of Section 2(zk) of the Act, is upheld."

12. It is clear from the above that Respondents come under the jurisdiction of this Authority and also squarely fall within the definition of "Promoter" as given under Section 2(zk) of the RE (RD) Act, 2016.
13. Even if Respondent Company used the monies collected for purchase of land for the proposed housing project, the ultimate objective was to provide flats. The Welcome Letter issued to the Complainant by the Respondents clearly mention about the project "Delhi Group Housing" promoted by the society. The aim and objective of the Respondent Society, thus, was to raise housing

project and the Complainant invested money and became member of the Society to purchase a flat in the said housing project and not for purchase of land only. Since, the Respondents fall within the definition of "promoter" as defined in the RE (RD) Act, 2016, this Authority has jurisdiction to adjudicate the matter and pass appropriate orders on the complaint. The Respondents cannot shirk away from the obligation cast upon them by RE (RD) Act, 2016.

14. The statement of objects and reasons of the RE (RD) Act, 2016 attempts to balance the interests of consumers and promoters by imposing certain responsibilities on both. It seeks to establish symmetry of information between the promoters and purchasers, enhance transparency of contractual conditions, set minimum standards of accountability and establish a fast-track dispute resolution mechanism.

15. Under section 18 of RE (RD) Act, 2016, an allottee/house buyer can seek refund of amount invested/deposited with the promoter, along with interest and compensation, if the promoter fails to complete the project by the date specified in Agreement to Sale, and also under section 12 of RE (RD) Act, 2016, if he/she was misled by any information furnished by the promoter, with regard to the project, either through advertisement or otherwise.

16. In the present complaint, the Complainant intends to withdraw from the project on the ground of delay and is seeking refund of the amount paid to the Respondents in respect of the unit under section 18(1) of the RE (RD) Act, 2016 which reads as under:

> "***Section 18. Return of amount and compensation: -***
>
> *18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*
>
> *(a). in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
>
> *(b). due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*
>
> *he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the*

amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act."

17. As stated earlier, section 12 of the RE (RD) Act, 2016 casts a duty upon the promoter to provide correct and updated information to allottees regarding the project. It reads as under:

"Section 12. Obligations of promoter regarding veracity of the advertisement or prospectus: -

Where any person makes an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act:

Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act."

18. The Respondents, in complete disregard to their duties, not only failed to furnish correct information to the Complainant but also misled her at the time of allotment itself by concealing information that they do not have any license or approval from the concerned authorities for construction of housing project.

19. The law is well settled that the allottees/homebuyers hold an unqualified right to seek refund of the amount with interest at such rate as may be prescribed in this behalf. A conscious decision has been taken by the legislature to cast an obligation upon the promoter to refund the amount on demand along with

interest at rate prescribed. It has also been held through the recent judgments of the Hon'ble Supreme Court that the Regulatory Authorities have exclusive jurisdiction to direct refund of the amount deposited along with interest to the allottees. (**Vide: Imperia Structures Ltd. Vs. Anil Patni and Another, 2020 (10) SCC 783, and Newtech Promoters and Developers Pvt. Ltd. v. State of UP And Ors. LL 2021 SC 641)**.

20. On perusal of the documents on record and submissions made by the Complainant, I am of the view that the Respondents are in contravention of the sections 18 and 12 of RE (RD) Act, 2016. As such, the Complainant is entitled to get the refund of the amount paid by her along with interest at prescribed rate @ 10.75% p.a. (i.e., MCLR plus 2%) as per provisions of sections 18 and 12 of RE (RD) Act, 2016 read with rule 15 of the National Capital Territory of Delhi Real Estate (Regulation and Development) (General) Rules, 2016.

21. In the light of the aforesaid, I direct the Respondents, M/s Delhi Heights Multi State CGHS Limited **to refund the entire amount of Rs. 23,85,350/- (Rupees Twenty Three Lakhs Eighty Five Thousand Three Hundred Fifty Only),** deposited with the Respondents, to the Complainant, Mrs. Damyant Jit Kaur, within 45 days of issuance of this order along with interest at the rate of 10.75% per annum (MCLR+2%) from the date of payment of each sum until the date of its actual return.

22. The case is disposed of accordingly.

23. No order as to costs.

Devesh Singh

(Member)