

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT NO. I
KOLKATA

I.A. (IB) No. 2451/KB/2024

In

Company Petition (IB) No. 345/KB/2022

IN THE MATTER OF:

An Application under Section 60(5) of Insolvency & Bankruptcy Code, 2016
read with Rule 11 of the National Company Law Tribunal Rules, 2016

IN THE MATTER OF:

Canara Bank

..... Financial Creditor

Versus

Riverbank Developers Private Limited

..... Corporate Debtor

And

I.A. (IB) No. 2451/KB/2024

In the matter of:

**Abhijit Ghosh, Representative of Creditors in Class (Homebuyers) for
project, 'HILAND GREENS' - PHASE - II (TOWER 11 to 20)**

.....Applicant

Versus

Mr. Ashish Chhawchharia, Learned Resolution Professional

..... Respondent

Date of Pronouncement: 20th day of April, 2026

CORAM:

SMT. BIDISHA BANERJEE, HON'BLE MEMBER (JUDICIAL)

CMDE SIDDHARTH MISHRA, HON'BLE MEMBER (TECHNICAL)

APPEARANCE:

Ms. Mamta Binani, Adv.] For Applicants

Mr. Devesh Kumar Bhutra, Adv.]

Ms. Ankita Dutta, PCS]

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Ms. Pooja Sah, Adv.]	For Resolution Professional
Ms. Puja Chakraborty, Adv.]	
Ms. Kiran Sharma, Adv.]	
Mr. Nirmalya Dasgupta, Adv.]	For Varaha Infra limited
Ms. Soumali Mukhopadhyay, Adv.]	

ORDER

Per: CMDE SIDDHARTH MISHRA, HON'BLE MEMBER (TECHNICAL):

1. The court convened in hybrid mode.
2. Heard Ld. Counsels for the parties.
3. The IA (I.B.C.) 2451/KB/2024 has been preferred by one Mr. Abhijit Ghosh, representative of Creditors in Class (Homebuyers) for project, "HILAND GREENS' – PHASE II, under Section 60(5) of the I&B Code, against Mr. Ashish Chhawchharia, RP of the CD to seek the following reliefs:

"a. The present application may be allowed;

b. That a direction and/or order be issued directing the Learned Resolution Professional to calculate interest at 8% from the date of receipt of each instalment and based upon such recalculation revise the list of admitted claims of the homebuyers herein in terms of the regulations of IB Code, 2016;

c. That a direction and/or order be issued directing the Learned Resolution Professional to furnish the valuation report of the Corporate Debtor;

d. That a direction and/or order be issued directing the Learned Resolution Professional to grant 12% pre-payment interest to members who had prepaid their share based on the promise of the Corporate Debtor vide letter dated 24th February, 2017;

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e. That a direction and/or order be issued directing the Learned Resolution Professional to consider all orders and/or decrees of courts, forums, and/or authorities received recently and revise the list of admitted claims upon consideration of the same;

f. Such further order or orders, direction or directions be passed as to this Hon'ble Tribunal may deem fit and proper."

4. Factual Matrix:

- 4.1. Canara Bank Limited (FC) filed an application for initiation of CIRP against Riverbank Developers Private Limited (CD) under Section 7 of the I&B Code, 2016.
- 4.2. The Hon'ble Adjudicating Authority vide an order dated April 03, 2024, as amended by order dated April 05, 2024 admitted the CD for CIRP and appointed Mr. Sachin Gopal Jathar as IRP, who was replaced by Mr. Ashish Chhawchharia as RP.
- 4.3. Claims were invited from creditors and homebuyers' group submitted claims, which were reviewed but discrepancies were noted in the verified claims, including the non-acceptance of interests on payments, the prepayment benefits by the CD in 2017, and not providing the applicants' exhaustive valuation report.
- 4.4. In view of the above, the Applicant, being a member from the homebuyers group, has filed the present application seeking the above mentioned reliefs.

5. Submissions of the Applicant:

- 5.1. It is submitted that the applicants are representative to total 243 numbers of claimant homebuyers of Hiland Green Phase II.
- 5.2. It is submitted that the summary of claim received is Rs. 878 crores, the claim admitted is Rs. 364 crores, and the claim not admitted is Rs. 531 crores.
- 5.3. It is submitted that this huge gap between claim admitted and total claim submitted is primarily on account of non-admission of

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interest, which is a statutory right of the homebuyers as per Regulation 16A(7) of the CIRP Regulations.

- 5.4. It is submitted that this impacts the voting rights of the homebuyers in a big way and puts them in a very precarious and non-advantageous situation as the other secured creditors are at 66.67% and the homebuyers are at less than 34%, and the homebuyers are not able to play any role in saving their homes from going into liquidation.
- 5.5. It is submitted that the RP has time to time issued notices regarding claims of the homebuyers categorized in different parcels, through which they have indicated the procedure adopted to calculate and verify the claims submitted and finally estimated the total claim amount.
- 5.6. It is submitted that the FAQ dated June 25, 2024 was floated by the RP towards the claims of the Homebuyers, wherein inter-alia it was answered that the interest can be claimed till date of commencement of CIRP, i.e., 3rd April, 2024, and beyond that period, no interest will be admitted by the IRP/RP, as an answer to the question no. 14 as 'Till when can I claim interest'.
- 5.7. It is submitted that the RP vide notice dated July 31, 2024, stated that only the claims which are in accordance with allotment letter/ agreement of sale/ General Terms & Conditions are admitted, compensation for delays in handover of flat as per GTC terms for the delay period is admitted, payment made towards open/ covered or MLCP along with the interest has been admitted, any other charges which is not part of allotment letter/agreement of sale has not been admitted, interest on DG parking costs for the homebuyers have been admitted @8 until the ICD i.e., April 03, 2024.
- 5.8. It is submitted that the RP is not distinguishing between the interest that is available under the statutory provision of law

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[Regulation 16A(7) of the CIRP Regulations] and is only relying on the GTC, and is saying that since compensation has been given as per the GTC, and since there is no mention of interest in the GTC, and there is, therefore, no need for the RP to take the interest element given in the claim.

- 5.9. Ld. Counsels for the Applicants stated that ‘interest’ and ‘compensation’ are absolutely two different connotations, its impacts and meaning are also different.
- 5.10. Ld. Counsels for the Applicants stated that both interest as well compensation exists together and is not one or the other. It is submitted that compensation is derived from the contract i.e., the GTC, whereas the Interest is derived and emanates from the Code, which is statutory in nature and therefore both will have to be paid and admitted.
- 5.11. Ld. Counsels for the Applicants also submitted that the two has different calculations as the delay compensation will be from the promised date of allotment till the actual date of delivery of the Apartment whereas interest payment will have to be calculated as per the date of each instalment which has to be started from the date of the first instalment and then also on all the subsequent instalments.
- 5.12. It is submitted that the interest payment will be much more than the delay compensation, both will co-exist and compensation comes from the contract and the interest comes from the Code.
- 5.13. It is submitted that being aggrieved by the revision of their claims and substantial rejection thereof, the applicant homebuyers addressed written and electronic communications to the RP stating that the deducted amount was actually 8% interest as mandated under the CIRP Regulations, which had not been included by the RP.

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- 5.14. It is submitted that the RP replied to the email of the applicant homebuyers stating that the components of the claim which are not part of the allotment letter has not been admitted, compensation for delays as per the GTC were added and in few communications of the RP it was also mentioned that interest element has not been considered for admission for the sole reason that it is not mentioned in the GTC.
- 5.15. It is submitted that several applicant homebuyers have obtained orders/decrees from various judicial forums awarding compensation and interest, thereby necessitating the revision of their claims.
- 5.16. It is submitted that although the mail correspondence between the RP and the Applicants reflects that the RP agreed to include the amount arising through the decrees from RERA, but no such revision was made, nor was it substantiated with any proof by the RP.

6. Submissions of the Respondent:


- 6.1. It is submitted that as the CD is in the business of real estate development and considering the fact that the allottees/homebuyers may not possess extensive knowledge of the IBC and related laws, the Respondent and his team with a view to make every reasonable assistance to the allottees/homebuyers published the FAQ dated June 25, 2024, on the website of the CD to provide necessary help and guidance to the allottees/homebuyers on this process.
- 6.2. It is submitted that the RP has issued several formal notices to the allottees/homebuyers, published notices on the website and affixed them on the notice board at the Registered Office of the CD and were also shared with the Authorised Representatives for allottees/homebuyers for onward communication.

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- 6.3. Ld. Counsel for the RP gave the background for the introduction of homebuyers under the head of 'FC' and relied on the Insolvency Law Committee Report ('ILC Report') dated March 26, 2018 to point out that the homebuyers of under-construction apartments are included as 'Financial Creditors', to point out that Section 5(8)(f) is a residuary entry to cover debt transactions which are not covered under any other entry, and pointed out that the essence of the entry is that "amount should have been raised under a transaction having the commercial effect of a borrowing".
- 6.4. Ld. Counsel further points from the ILC Report dated March 26, 2018, to point out that "The words 'time value' have been interpreted to mean compensation or the price paid for the length of time for which the money has been disbursed. This may be in the form of interest paid on the money, or factoring of a discount in the payment."
- 6.5. It is submitted that the agreements to purchase apartments from developer companies typically do not include any factor that would automatically assign a 'commercial effect of borrowing' to the amounts paid under such agreements, which is an essential constituent of a 'financial debt'.
- 6.6. It is submitted that the Regulation 16A(7) of the CIRP Regulations was inserted on July 03, 2018 in furtherance of the amendment made for inclusion of 'homebuyers' within the ambit of the 'Financial Debt'.
- 6.7. Ld. Counsel for the RP submitted that the rationale behind the introduction of Regulation 16A(7) of the CIRP Regulations was to ascribe a notional interest rate on amounts paid by homebuyers towards acquiring such units and to attribute to such transactions the commercial character of a lending arrangement, which is typically absent in such agreement.

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- 6.8. It is submitted that this type of agreement involves homebuyers paying in advance for apartments to be built later, and typically this type of contracts did not contain any clause carrying any time value for money advanced, if the homes were not constructed in time. So, to provide a commercial effect of borrowing to the sums invested by homebuyers, the 'notional' interest has been ascribed at 8 % pa, with the specific caveat that wherever any alternate mode for assigning time value could be assigned to the amount advanced, the provision of the agreement will reign supreme, and not the 8% interest prescribed in the Regulation.
- 6.9. It is submitted that the 8% pa interest as per CIRP Regulation is only notional in nature, and where the agreement contains a specific provision of 'compensation' which assigns a particular 'time value of money', the Regulation ought not to apply and the provisions of the agreement would prevail.
- 6.10. Ld. Counsel for the RP submits that the interpretation of the words 'time value' is in sync with the ILC Report to mean compensation or the price paid for the length of time for which the money has been disbursed. This may be in the form of interest paid on the money, or factoring of a discount in the payment.
- 6.11. It is submitted that the clause 11(d) of the GTC, entered into between the CD and the respective allottees prescribes that in the event the CD does not endeavour to give possession of the Apartment to the allottee within the stipulated time, then the CD will pay compensation to be calculated @ Rs. 12.50/- per sq. ft. of the chargeable area of the apartment per month, effective from the scheduled date of possession till the actual date of possession to such allottees who have not committed any default or delay in payment of their instalments.
- 6.12. It is submitted that upon the claims being submitted by the homebuyers, the RP has collated and verified them strictly in

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compliance with the provisions of GTC and awarded the compensation as prescribed in the GTC.

- 6.13. It is submitted that the RP has strictly followed the provisions of the GTC while admitting the claims by the allottees, and there is no dispute of the fact that the RP has followed the provisions of the GTC, and the RP has no adjudicatory or discretionary powers under the IBC.
- 6.14. It is submitted that a few allottees who had availed the option of additional amenities/services offered by the CD, i.e., Diesel Generator(DG) and Multi-Layered Car Parking (MLCP), for which no corresponding interest/compensation clause was provided in the GTC, such claims were admitted by the RP at 8 % pa interest until the ICD.
- 6.15. Ld. Counsel for the RP relied on Murli Infratech LLP v. Mr. Shailendra Ajmera, IA No. 394 of 2025 in CP (IB) No. 29/ALD/2023 [NCLT Allahabad Bench], wherein the Hon'ble NCLT was pleased to allow forfeiture of 15% of the total costs of the units, being the earnest money deposited by allottees, and held that the contractual terms are to be followed by the RP wherever such terms are explicit and clear in nature.
- 6.16. Ld. Counsel for the RP further distinguished the judgments relied upon by the Applicant and stated the reasons for non-applicability.
- 6.17. Ld. Counsel for the RP further submitted that the Applicant has not relied on any decision where the Bench has directed the RP to apply 8% interest on the claim submitted by a homebuyer, despite there being a compensation clause assigning 'time value of money' in the agreement between the CD and the allottee.
- 6.18. It is submitted that the allottees who had chosen the option to make the payment towards the unit/apartment, parking charges, registration charges and stamp duty charges in advance within the stipulated timeframe under such prepayment schemes were duly

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admitted by the RP by assigning 12 % pa towards pre-payment made by the select allottees, and as such the prayer (d) has become infructuous.

6.19. It is submitted that the RP has already shared the valuation report with the Authorised Representative and allottees as per Regulation 35(2) of the CIRP Regulations, and as such the prayer (c) has become infructuous.

6.20. It is submitted that the RP has admitted the claim wherever an allottee has obtained a decree/order from the WB RERA or any other court, and as such the prayer (e) has become infructuous.

7. Rejoinder:

7.1. Ld. Counsel for the RP submitted that the existence of an agreed contractual 'compensation' for delay has no bearing on the statutory entitlement of interest applicable to a class of creditors. It is submitted that the compensation forms part of the claim, while interest is computed on the admitted claim.

7.2. Ld. Counsel for the RP submitted that as per clause 11(d), compensation @ Rs. 12.50 per sq. ft. is payable from the scheduled date of possession till actual possession, and since possession was never delivered, the entire compensation forms part of the admitted dues.

7.3. It is submitted that the Regulation 16A (7) of the CIRP Regulations is intended to ensure fair voting share and inclusion of opportunity cost by computing interest on the total financial debt of the claimed amount of homebuyers and cannot be interpreted to treat statutory interest as a substitute for contractual compensation.

7.4. It is submitted that the interest being claimed here is different, as it applies to each instalment paid by the homebuyer applicants. This interest arises from the statute for the time value of money. It is distinct from the interest granted on registration charges, legal

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fees, and other ancillary payments made in advance or through prepayment.

7.5. Ld. Counsel for the Applicant placed reliance on the following judgments:

- i. Newtech Promoters and Developers Pvt. Ltd. v. State of UP [Supreme Court of India]
- ii. Pioneer Urban Land & Infrastructure Ltd. v. Union of India [Supreme Court of India]
- iii. Imperia Structures Ltd. v. Anil Kumar Patni, [Supreme Court of India]
- iv. Harsh Kumar Sawla and Ors. V. Dinesh Kumar Deora, [NCLT Mumbai Bench – VI]
- v. A. Arumugam v. Hamsini Foundation Pvt. Ltd. [NCLT Chennai Bench]
- vi. Punjab and Sind Bank v. Umesh Singhal (IRP) [NCLT New Delhi Bench]
- vii. Ashok Kumar Dhamija v. Shiv Nandan Sharma, RP of Saha Infratech Pvt. Ltd. [NCLAT Principal Bench, New Delhi]
- viii. Murli Infratech LLP v. Shailendra Ajmera (RP) [NCLT Allahabad Bench]
- ix. Narayan Tatachari & Ors. v. Riverbank Developers Pvt. Ltd., [NCLT Kolkata Bench].

7.6. Ld. Counsel for the Applicant referred to the IBBI discussion paper dated 07.11.2024, which clarified that the interest @ 8 % pa should also be considered as part of the claim for the purpose of resolution plans and distributions under Section 53 of the Code.

8. Analysis and Findings:

8.1. We heard the parties and perused the records.

8.2. Upon consideration of the pleadings, documents and rival submissions, the main issue that arises for determination is:

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i. Whether the RP is right in not including the statutory interest of 8% pa as per Regulation 16A(7) of the CIRP Regulations, when the contractual terms provide for compensation for not giving the possession to the allottee within the scheduled date?

8.3. To answer this issue, it is relevant for us to refer the provision of Regulation 16A(7), which inter alia provides :

“Regulation 16A: Authorised representative:

.....

(7) The voting share of a creditor in a class shall be in proportion to the financial debt which includes an interest at the rate of eight per cent per annum unless a different rate has been agreed to between the parties.

.....”

8.4. The RP has not accepted the claim submitted by the homebuyers, wherein they claimed 8 % pa interest to be given to them, as per Regulation 16A(7) of the CIRP Regulations, which provides for including an interest @ 8 % pa unless a different rate has been agreed to between the parties.

8.5. The RP stated that since compensation @ Rs. 12.50/- per sq. ft. of the chargeable area of the apartment per month has been agreed to between the parties, the statutory interest of 8% pa has to give its way.

8.6. It is observed that none of the judgments relied upon by the Applicant deals with the facts in issue of this case.

8.7. At this juncture it is relevant for us to refer the jurisprudential definition of the word ‘Compensation’ and ‘Interest’.

8.8. As per the 6th edition of the **Black’s Law Dictionary**, the term **‘Compensation’** means *“Indemnification; payment of damages; making amends; making whole; giving an equivalent or substitute of equal value. That which is necessary to restore an injured party to his former position. Remuneration for services rendered, whether*

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in salary, fees, or commissions. Consideration or price of a privilege purchased.

*Equivalent in money for a loss sustained; equivalent given for property taken or for an injury done to another; giving back an equivalent in either money which is but the measure of value, or in actual value otherwise conferred; recompense in value; recompense or reward for some loss, injury, or service, especially when it is given by statute; remuneration for the injury directly and proximately caused by a breach of contract or duty; remuneration or satisfaction for injury or damage of every description (including medical expenses). An act which a court orders to be done, or money which a court or other tribunal orders to be paid, by a person whose acts or omissions have caused loss or injury to another, in order that thereby the person damnified may receive equal value for his loss, or be made whole in respect of his injury. **Hughson Condensed Milk Co. v. State Board of Equalization, 23 Cal.App.2d 281, 73 P.2d 290, 292.***


- 8.9. As per the **Oxford Dictionary (2012)**, compensation means "something, typically money, awarded to someone in recognition of loss, suffering, or injury".
- 8.10. As per the 6th edition of the **Black's Law Dictionary**, the term 'Interest' for the use of money means "Interest is the compensation allowed by law or fixed by the parties for the use or forbearance of borrowed money. **Jones v. Kansas Gas & Electric Co., 222 Kan. 390, 565 P.2d 597, 604.**"
- 8.11. It can be said that 'compensation' is a wider term than 'interest' and while interest is to compensate the time value of money, the word compensation has wider connotations and it may include amongst other things, the time value of money.
- 8.12. Section 5(8) of the IBC defines financial debt as: "A debt along with interest, if any, which is disbursed against the consideration for the time value of money."
- 8.13. The essential elements of financial debt are:
- a. Disbursement of Money
 - b. Consideration for Time Value of Money
 - c. Commercial Effect of Borrowing

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- 8.14. Homebuyers were specifically included within the ambit of Section 5(8)(f) of the I&B Code, 2016 by an amendment to the Code.
- 8.15. The ILC Report dated March 26, 2018 provides “.... On a plain reading of Section 5(8)(f), it is clear that it is a residuary entry to cover debt transactions not covered under any other entry, and the essence of the entry is that ‘amount should have been raised under a transaction having the commercial effect of a borrowing.’”
- 8.16. The ILC Report also provides “The words ‘time value’ have been interpreted to mean compensation or the price paid for the length of time for which the money has been disbursed. This may be in the form of interest paid on the money, or factoring of a discount in the payment.”
- 8.17. A typical agreement to purchase apartments from developers companies do not include any factor that would automatically assign a ‘commercial effect of borrowing’ and for that reason the Regulation 16A(7) of the CIRP Regulations were introduced to account for the time value of money.
- 8.18. It can be said that typically when a homebuyer enters into an agreement to purchase apartment does not enter into it with an intention to get interest for the time value of money, but rather to get the apartment at the desired time.
- 8.19. However, in the present case, the homebuyers’ agreement already accounted for compensation @ Rs. 12.50/- per sq. ft. of the

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chargeable area of the apartment per month, which already accounts for the time value of money.

8.20. The wordings of Regulation 16A(7) of the CIRP Regulations are very clear which states that interest @ 8% pa will be paid **‘unless a different rate has been agreed to between the parties.’**

8.21. Thus, the autonomy of parties are given preference and in case a different rate of compensation has been agreed to between the parties, the statutory interest of 8% pa will have to give its way.

8.22. Here, in the present case, a different rate has been agreed to between the parties to include the time value of money, and thus if the interest @ 8 % pa has been allowed to over and above the compensation paid, it will amount to double counting of the same interest.

8.23. The relevant portion of The Real Estate (Regulation And Development) Act, 2016 (RERA) that deals with the word interest and compensation are extracted below for reference:

“Section 18. Return of amount and compensation.—(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:*

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*Provided that where an **allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.***

*(2) **The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land,** on which the project is being developed or has been developed, in the manner as provided under this Act, and **the claim for compensation** under this subsection shall not be barred by limitation provided under any law for the time being in force.*

*(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, **he shall be liable to pay such compensation to the allottees,** in the manner as provided under this Act.”*

8.24. The above extract makes it very clear that both interest and compensation may be awarded only where compensation addresses a distinct and proven loss not already subsumed within the award of interest.

8.25. The Hon'ble Supreme Court in the case of **Greater Mohali Area Development Authority (Gmada) Through Its Estate Officer (H) V. Anupam Garg Etc.** inter alia held which is extracted as under:

*“14. We are supported in this view by the findings made by a coordinate Bench of this Court in **DLF Homes Panchkula (P) Ltd. v. D.S. Dhandra**¹, which is extracted as under :*

“15. The District Forum under the Consumer Protection Act, 1986 (“the 1986 Act”) is empowered inter alia to order the opposite party to pay such amount as may be awarded as compensation to the consumer for any loss or injury suffered by the consumer due to the negligence of the opposite party including to grant punitive damages. But the forums under the Act cannot award interest and/or compensation by applying rule of thumb. The order to grant interest at the maximum of rate of interest charged by nationalised bank for advancing home loan is arbitrary and has no nexus with the default committed. The appellant has agreed to deliver constructed flats. For delay in handing over possession, the consumer is entitled to the consequences agreed at the time of executing buyer's agreement. There cannot be multiple heads to grant

¹ (2020) 16 SCC 318

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of damages and interest when the parties have agreed for payment of damages @Rs 10 per square foot per month. Once the parties agreed for a particular consequence of delay in handing over of possession then, there have to be exceptional and strong reasons for Scdrc/Ncdrc to award compensation at more than the agreed rate.”

(Emphasis supplied)

.....

16. In **DLF Homes Panchkula (P) Ltd.** (*supra*), it was also observed as follows:

*“17. This Court in a judgment reported as **Irrigation Department, State of Orissa v. G.C. Roy [Irrigation Department, State of Orissa v. G.C. Roy, (1992) 1 SCC 508]** examined the question as to whether an arbitrator has the power to award interest pendente lite. It was held that a person deprived of use of money to which he is legitimately entitled has a right to be compensated for the deprivation which may be called interest, compensation or damages. Thus, keeping in view the said principle laid down in the aforesaid judgment, the amount of the interest is the compensation to the beneficiary deprived of the use of the investment made by the complainant. Therefore, such interest will take into its ambit, the consequences of delay in not handing over his possession. In fact, we find that the learned Scdrc as well as Ncdrc has awarded compensation under different heads on account of singular default of not handing over possession. Such award under various heads in respect of the same default is not sustainable.”*

(Emphasis supplied)

17. What flows from the above is that the amount of interest awarded is the compensation to the investment maker for the amount of money and the time he has been denied the fruits of that investment. The 8% interest awarded in this case on top of the entire amount that is being invested, is the compensation for being deprived of the investment of that money. Apart from this no amount of interest on the loan taken by the respondents could have been awarded.”

(Emphasis supplied)

8.26. It can be concluded that awarding both interest and compensation where no loss is shown other than for time value of money will amount to double counting of the same interest component and will amount to unjust enrichment.

**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT NO. I
KOLKATA**

I.A. (IB) No. 2451/KB/2024

In

Company Petition (IB) No. 345/KB/2022

- 8.27. It can be concluded that this agreement between the allottees and the developer already includes the time value of money factor or the commercial effect of borrowing factor, and the compensation that has been agreed to between the parties is basically the interest component as per the Regulation 16A(7) of the CIRP Regulation.
- 8.28. Thus, it can be said that the RP is right in not including the statutory interest of 8% pa as per Regulation 16A(7) of the CIRP Regulations, when the contractual terms provide for compensation for not giving the possession to the allottee within the scheduled date.
- 8.29. The prayers (c), (d), (e) contained in the Application have become infructuous.

ORDER

9. In view of the foregoing discussions, this **I.A. (IB) No. 2451/KB/2024**, is **dismissed** and **disposed of**.
10. The Registry is directed to send e-mail copies of the order forthwith to all the parties and their Ld. Counsel for information and for taking necessary steps.
11. Certified Copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Siddharth Mishra
Member (Technical)

Bidisha Banerjee
Member (Judicial)

The Order signed on this, the 20th day of April, 2026.

Sagar M. (LRA)