



**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**

**Complaint no. :** 5172 of 2019  
**Date of complaint :** 27.11.2019  
**Date of decision:** 13.04.2023

Mr. Vibhu Agarwal

R/o: - 337/24, Model town, 4 Marla Near Gurdwara,  
Gurugram- 122002

**Complainant**

Versus

M/s Bestech India Private Limited.

**Regd. Office at:** - Bestech House, Plot No. 124, Sector-44,  
Gurugram - 122002

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Sh. Gaurav Bhardwaj (Advocate)

Sh. Ishaan Dang (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se them.

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**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"Park View Sanskruti", Sector- 92, Gurugram.
2.	Project area	12.7875 acres
3.	Nature of the project	Residential group housing
4.	DTCP license no. and validity status	i. 13 of 2009 dated 21.05.2009 valid up to 20.05.2024 ii. 43 of 2011 dated 13.05.2011 valid up to 12.05.2024
5.	Name of licensee	Spring Water Properties Pvt. Ltd. and others
6.	RERA Registered/ not registered	Not Registered
7.	Unit no.	A-601, 6 <sup>th</sup> floor, Tower/block- A (Page no. 38 of the complaint)
8.	Unit area admeasuring	2120 sq. ft. (Super area) (Page no. 38 of the complaint)
9.	Allotment letter	N. A
10.	Date of execution of agreement to sell	Not executed



11.	Date of execution of booking application form	Annexed but not executed
12.	Possession clause	<b>12. COMPLETION OF CONSTRUCTION/ DELIVERY OF POSSESSION</b>  i. The possession of the said apartment is proposed to be offered by the company to the Applicant(s)/intending Allottee(s) within <b>36 months (excluding a period of 6 months) from the date of approval of the building plan or date of execution of buyer's agreement whichever is later.</b>  (Page no. 41 of the complaint)
13.	Grace period	Grace period of 6 months allowed being unqualified.
14.	Approval of building plans	04.05.2013
15.	Due date of possession	04.11.2017  (Note: - 36 months from date of agreement (not executed) or the date of building plans (04.05.2013) whichever is later + 6 months grace period)
16.	Basic sale consideration as per payment plan at page no. 38 of the complaint	Rs.1,42,70,080/-

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17.	Amount paid by the complainant	Rs.10,00,000/- [Page no. 32 of the complaint]
18.	Offer of possession	Not offered
19.	Surrender by the allottee	31.08.2013 [Page no. 47 of the complaint]
20.	Date of cancellation letter	17.09.2013 [Page no. 49 of the complaint]
21.	Occupation certificate	21.12.2021

**B. Facts of the complaint**

3. The complainant has made the following submissions in the complaint:-
- I. That, the complainant, was looking to buy a residential property to move out from the ancestral house of the joint family and got interested to buy an apartment in Park View Sanskruti, Sector 92, Gurugram, being developed by the respondent.
  - II. That on 05.12.2012, the complainant, submitted an application to the 'authorised agent' of the respondent company i.e., M/s India Homes along with (respondent had disguised it as 'client data form), a sum of Rs.10,00,000/- through cheque bearing No 001145 dated 05.12.2012, drawn on Kotak Mahindra Bank, old Judicial Complex Sector 15, Gurgaon as booking amount as is evident from the head note of the form.
  - III. That the advertisement issued by the respondent claimed to have received licence no. 43 of 2011 dated 13.05.2011 and licence no. 13

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of 2009 dated 21.05.2009, for an area admeasuring 12.7875 acres for group housing scheme and building plan approved vide memo No ZP-577/]D(BS)2013/38657 dated 4/5/2013, flats 608,EWS 110, community building, shopping and Nursery school as per approved zoning and further claimed that all approvals are available at corporate office: -

- That, apparently the project namely "Park View Sanskruti" by Bestech, the respondent was a pre-launch offer.
- That, there was no clarity about the location of the project, somewhere mentioned in Sector 92, yet somewhere else in Sector 81.
- That, as per head note, respondent promised to give possession of the apartment within three years.
- That at the time of booking of the said flat, respondent builder neither provided any payment plan nor any terms and conditions the respondent did not issue any allotment letter of the said flat even after 9 months of the booking. All quarries from the respondent's office were evasive and assured of the allotment letter soon as many a times before.
- That due to this the applicant developed doubts and apprehensions about the project.
- That, meanwhile, mother of the applicant Mrs. Madhu Agarwal developed sever arthritic complication in her knee joints and was advised urgent total knee replacement on 13.07.2013.

*Handwritten signature*



- That compelled by above circumstances, applicant approached India Homes (the agent) for cancellation of the pre-launch registration for a flat in the said project, and India Homes vide their email dated 31.07.2013 responded as: *"we wish to inform you that the cancellation request for your unit in Bestech Sanskrit has been processed and the noc has been issued"*.
- That the applicant vide his email dated 08.08.2013 to Bestech officials Mohit Goel, Karamjit and Jagdeep, requested, *"i, have booked a flat in Bestech Sanskruti, Gurgaon on pre-launch offer but my mother is undergoing urgent medical problem, i need these funds to support her, please request to get the same cancelled and please help."*
- That the complainant did not get any response from respondent company i.e., Bestech India Private Limited. Hence, he sent another email on 31.08.2013 to Surjit Ray of the employee of the respondent company as *Dear Sir, This is with reference to a discussion I had with you regarding cancellation of a booking for a flat in Bestech Park View Sanskruti , As discussed, my mother has to get both her knee replaced and being highly diabetic and having high blood pressure, the same is very expensive and difficult for which I need funds most urgently, hence I request you to kindly get the flat cancelled and arrange to get a cheque of Rs 10.00 Lacs given to you.*
- That the respondent, vide letter dated 17.09.2013, responded with a notice of cancellation of the said unit.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s).



- I. Direct the respondent to refund Rs.10,00,000/- along with interest.
5. On the date of hearing, the authority explained to the respondent /promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

6. The respondent contested the complaint on the following grounds: -
- a) That the complaint raises several such issues which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of this authority and can only be adjudicated by a civil court. The present complaint deserves to be dismissed on this ground alone.
- b) That the complaint is barred by limitation.
- c) That the complainant has not disclosed the real and true facts of the case. In fact, the complainant through the broker India Homes had evinced interest for purchase of apartment of 2120 sq. ft at basic sale price (including 2 covered car parking) of Rs.5805/- per sq. ft. in the project. The complainant was asked to pay Rs. 20,00,000/- including service tax (Rs.19,28,492/- excluding service tax) as booking amount. Basic sale price (including 2 covered car parking) of Rs. 5805/- per sq. ft. plus other charges towards PLC, EDC, IDC, taxes etc. for a flat of 2120 sq. ft was agreed to be paid between the parties. The complainant requested for part payment of Rs.10,00,000/- and assured that he would make the balance booking amount of Rs.10,00,000/- within a short period. A sum of

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Rs. 10 lakhs towards earnest money had been paid by the complainant to the respondent for allotment of residential apartment vide cheque bearing number 001145 dated 05.12.2012 drawn on Kotak Mahindra Bank, Old Judicial Complex, Sector-15, Gurgaon.

- d) That application for allotment was also voluntarily and consciously executed and submitted by the complainant with the respondent. It was specifically mentioned in the application form referred to above that timely payment of instalments/balance sale consideration /security deposits/charges would be of essence so far as a transaction of purchase of apartment by the complainant was concerned. It was further recited that the submission of the application form did not constitute an agreement of sale and further, it would be incumbent upon the complainant to comply with terms of payment and other terms and conditions of allotment/sale as contained in the application form.
- e) That it was explicitly mentioned in the application form referred to above that in case the instalments were delayed, the complainant would proceed to pay interest on delayed payments at the rate of 18% per annum compounded quarterly at the time of every succeeding instalment which would be calculated from the due date of outstanding payment/amount. It was further mentioned that the right of the respondent to realize interest would be without prejudice to its right to cancel the allotment.
- f) That it was also mentioned that in case the complainant failed to make payment of instalments along with interest in the manner stated above within a period of 7 days from the due date, the respondent would be entitled to forfeit the amount of earnest





money/registration money deposited by him along with brokerage paid (if any) and the allotment would in such event be cancelled and he would have no lien/charge/interest/right in respect of the said apartment.

- g) That it was also recited in the application form that in the event of cancellation in the manner contemplated above, the amount paid over and above the earnest money would be refunded without any interest by the respondent after adjustment of interest on delayed payments, if any due from the complainant.
- h) That it was categorically mentioned in the application form referred to above that in case the complainant at any stage sought cancellation of allotment and/or refund of the amount deposited, the respondent would at its absolute discretion be entitled to forfeit the earnest money, brokerage paid, interest accrued and refund the remaining amount paid by the complainant. It was further mentioned that earnest money had been quantified to be 20% of the basic sale price.
- i) That it was further admitted and acknowledged by the complainant on account of execution of the application form referred to above once submitted, the application could not be revoked by him and in case he withdrew the application and/or did not accept the allotment made by the respondent and did not proceed to execute the apartment buyer's agreement within the time stipulated by the respondent for the purpose, in that event, the entire booking amount paid by the complainant would be forfeited by the respondent and the complainant would not be left with any right, interest, claim in respect of the apartment or its booking or otherwise against the respondent.

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- j) That was highlighted above, earnest money component had been quantified at 20% in the application form. Since even the earnest money component had not been paid by the complainant, no letter of allotment was issued by the respondent in favour of the complainant pertaining to any apartment in "Park View Sanskruti" project located in sector 92, Gurgaon.
- k) That the details of payment plan had been revealed by the respondent to the complainant during the course of enquiries made by him prior to making the booking referred to above and accordingly he has proceeded to make part booking payment of Rs. 10,00,000/-. However, it soon transpired that the complainant had proceeded to make the booking referred to above in respect of apartment herein before described with the intention of earning short-term speculative profit from real estate investment. At the relevant point of time the profits anticipated by the complainant did not materialize on account of adverse market conditions over which the respondent had absolutely no control. In any case, it had never been represented by the respondent to the complainant directly or impliedly that he would necessarily generate any short-term profit from making booking of the apartment in question.
- l) That the complainant prior to making the booking referred to above had made elaborate and detailed enquiries with regard to the residential group housing project wherein the apartment was located as also the capacity, competence, and capability of the respondent to successfully undertake the construction, promotion, marketing, and implementation of the said project. Only after being fully satisfied in all respects, did the Complainant proceed to make the booking referred to above.



- m) That once the complainant realized that it would not be able to generate the anticipated profits from making booking of the apartment in question, he chose not to make payment to the respondent with the intention of somehow avoiding the transaction.
- n) That since, the Complainant was not forthcoming to make payment of outstanding instalments in respect of the apartment in question, the respondent was left with no other alternative but to dispatch letter dated 17.09.2013 to him whereby he was intimated that timely payment of instalments was essence of the booking made by him. It was pointed out that the complainant had failed to make payment of even the complete booking amount, and on this account no allotment letter had been sent to the complainant by the respondent.
- o) That the respondent had intimated to the complainant by virtue of letter dated 17.09.2013 that since he had failed to adhere to the terms and conditions of the application form and to remit the booking amount, it was left with no alternative but to cancel the booking in the project and to forfeit the earnest money as per clause 11 of the application form duly signed by him.
- p) That, the respondent had further intimated the complainant by virtue of letter dated 17.09.2013 that the booking made by him had been terminated. It was further intimated to the complainant that he was not left with any right, title, or interest of any nature in the apartment booked by it. It was further intimated that the respondent was completely released and discharged of all liabilities and obligations in respect of the said booking and was further competent and entitled to deal with, use, utilize, and/or alienate the aforesaid apartment in any manner deemed fit by it.

*RA*



- q) That from the chronology of events narrated above, it is comprehensively established that no lapse of any nature whatsoever can be attributed by him to it. In the present case the complainant has miserably failed to make payment of consideration in respect of the aforesaid apartment despite adequate opportunity being made available to him by the respondent to do so. Instead, the complainant has chosen to level false and frivolous allegations to somehow avoid the transaction. Consequently, the forfeiture of amount paid by the complainant was strictly in accordance with terms and conditions of booking and the same was validly and legally done by the respondent.
- r) That the complainant is not legitimately entitled to seek refund of the aforesaid amount. He cannot be permitted to take advantage of his own illegal acts. He consciously and knowingly refrained from abiding by covenants incorporated in the application form voluntarily and consciously executed and submitted. In any case, the demand of the complainant for refund of amount is contrary to terms and conditions of application for booking.
- s) That the provisions of the Act of 2016 have been misinterpreted and misconstrued by the complainant. The provisions of the aforesaid statute could not have any retrospective operation. There did not exist any valid circumstance whatsoever for the complainant to have instituted the present complaint. Thus, the institution and prosecution of the present litigation by the complainant constitutes gross misuse of process of law. In the present case, the respondent has been needlessly victimized and harassed by the complainant. The application preferred by the complainant deserves to be dismissed with punitive costs.

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7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties as well as the written submission of the respondent.

**E. Jurisdiction of the authority**

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E. II Subject-matter jurisdiction**

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11**

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

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**Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
12. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** and reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** wherein it has been laid down as under:

*"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating*

*NA*





*officer under Section 71 and that would be against the mandate of the Act 2016."*

13. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

**F. Findings on the relief sought by the complainant.**

**F.I. Direct the respondent to refund Rs.10,00,000/- along with interest.**

14. The complainant was allotted unit no. A-601 on 6<sup>th</sup> floor, in tower/block- A, in the project "Park View Sanskruti" by the respondent/builder for a total consideration of Rs.1,42,70,080/- and he has paid an amount of Rs.10,00,000/- in the year 2012. Further, the complainant wrote an email to the respondent on 31.08.2013, and even requested withdrawal/surrender of the allotment of the said unit due to the harsh circumstances of him as per page no. 49 of the complaint reproduced as under for ready reference: -

*"This is in reference to a discussion I have had with you regarding cancellation of booking for flat in Bestech Sanskruti, as discussed, my mother has to get both her knee changed and being highly diabolic and having Blood Pressure the same is very expensive and difficult for which I need funds most urgently, hence I request to you kindly get the flat cancelled and arranged to get a cheque of Rs.10lacs given to you."*

15. The counsel for the complainant further draws the attention of the authority towards an email dated 31.07.2013 (page 46) vide which the channel partner had issued NoC after processing the cancellation request. Subsequently, no refund was made and hence, the complainant approached the Permanent Lok Adalat, Gurugram in 2016 itself by filing

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an application No.1786/2016 and vide order dated 04.09.2019, the present petition was dismissed as withdrawn with liberty to agitate the present matter in dispute before appropriate forum or authority including HRERA. Hence, the above complaint is not barred by limitation and claim still subsists. However, the counsel for the respondent states that complaint is barred by limitation as the period for which the matter remained pending in Permanent Lok Adalat, Gurugram cannot be excluded as the matter was before the court which had proper jurisdiction and request for placing on record citation was pending. However, the counsel for the complainant submits that the case before Permanent Lok Adalat, Gurugram was withdrawn on specific liberty to file the complaint before RERA and hence, is not barred by limitation. The counsel for the complainant states that neither any allotment letter was issued, nor BBA has been executed as booking was made through a channel partner who is not a party in the above complaint. The counsel for the respondent further states that the complainant has deposited only Rs.10 Lakhs against the booking amount of Rs.19,28,498/- and a total consideration of Rs.1,42,70,080

16. The terms and the relevant clauses of the application form are reproduced under for a ready reference:

**11. TIME IS OF ESSENCE**

*That timely payment of installments/balance sale consideration/security deposits/charges shall be of essence in respect of this application. This application does not constitute an Agreement to Sell. It shall be incumbent on the Applicant Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment/ sale, as contained in this Application Form. In case the installments*

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*are delayed, the Applicant/ Intending Allottee(s) shall pay interest on delayed payments @ 18% per annum compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment amount without prejudice to the Company's right to cancel the allotment. Even then, if the Applicant(s)/ Intending Allottee(s) fails to pay the installment along with interest within 75 days from the due date, the Company shall forfeit the amount of Earnest Money/ registration money deposited by him/her/ them along with brokerage paid, if any, and the allotment shall stand cancelled, and he/she/ they shall have no lien/ charge/ interest/right on the said Apartment. The sums, if any, paid over and above the Earnest Money shall be refunded without any interest by the Company after adjustment of interest on delayed payments, if any, due from the Applicant(s)/ Intending Allottee(s). Further, in case the Applicant(s)/Intending Allottee(s), at any stage, seeks cancellation of allotment and/or refund of the amount deposited, the Company may, at its discretion forfeit the Earnest Money, brokerage paid, interest accrued and refund the remaining amount paid by the Applicant(s)/Intending Allottee(s). The Earnest Money has been quantified to be 20% of the basic sale price.*

17. The OC for the project of the allotted unit was granted on 21.12.2021.

It is evident from the above-mentioned facts that the complainant has paid a sum of Rs. 10,00,000/- against basic sale consideration of Rs.1,42,70,080/- of the unit allotted on 05.12.2012. As per possession clause 12 of the application form, the due date of possession comes out to be 04.11.2017. In the present complaint, the complainant wrote an email to the respondent on 31.08.2013, and even requested for withdrawal/surrender of the allotment of the said unit due to the harsh circumstances and requested for the refund of the paid-up amount. Thereafter, the respondent cancelled the unit of the complainant on 17.09.2013.

18. The respondent-builder took a plea that after the cancellation of allotted unit on 17.09.2013, the complainant filed the present complaint

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on 27.11.2019 i.e., after more than 6 years and thus, is barred by the limitation. The authority observes that the case was pending before the Permanent Lok Adalat, Gurugram and was withdrawn on specific liberty to file the complaint before RERA and hence is not barred by limitation. The promoter was required to refund the balance amount if any remains as per applicable cancellation clause of the application form which reads as "*the sums, if any, paid over and above the Earnest Money shall be refunded without any interest by the Company after adjustment of interest on delayed payments, if any, due from the Applicant(s)/Intending Allottee(s). Further, in case the Applicant(s)/Intending Allottee(s), at any stage, seeks cancellation of allotment and /or refund of the amount deposited, the Company may, at its discretion forfeit the Earnest Money, brokerage paid, interest accrued and refund the remaining amount paid by the Applicant(s)/Intending Allottee(s). The Earnest Money has been quantified to be 20% of the basic sale price*".

19. The Hon'ble Apex Court of land in cases of ***Maula Bux Vs. Union of India, (1970) 1 SCR 928 and Sirdar K.B. Ram Chandra Raj Urs Vs. Sarah C. Urs, (2016) 4 SCC 136***, held that forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provision of the section 74 of the Contract Act, 1872 are attracted and the party so forfeiting must prove actual damage.
20. Even keeping in view, the principle laid down by the Hon'ble Apex Court of the land, the Haryana Real Estate Regulatory Authority Gurugram



(Forfeiture of earnest money by the builder) Regulations, 2018, framed regulation 11 provided as under-

**"5. AMOUNT OF EARNEST MONEY**

*Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the **earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment/plot/building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer.**"*

21. Keeping in view the above-mentioned facts, the promoter was required to return the paid-up amount after retaining 10% of the basic sale consideration and that amount should have been paid on the date of cancellation itself. However, in the present matter the complainant has paid only Rs.10,00,000/- against the total sale consideration of Rs.1,42,70,080/- which constitutes about only 7.07% of consideration money and hence, no case for refund of any amount is made out.

**G. II Cost of litigation of Rs. 2,00,000/-.**

22. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section

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**HARERA**  
**GURUGRAM**

Complaint No. 5172 of 2019

19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

23. Complaint stands disposed of.

24. File be consigned to registry.

Dated: 13.04.2023



v.1 - 3  
**(Vijay Kumar Goyal)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram

**HARERA**  
**GURUGRAM**