

**BEFORE THE HARYANA REAL ESTATE APPELLATE  
TRIBUNAL**

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Appeal No.145 OF 2022  
Date of Decision: 16.05.2023

Sumant Singh Ajay son of Shri Netra Pal Singh, resident of House No.147, Village Bindu Khadaak, PO Bhalaswagaz, District Haridwar (Uttarakhand) 247668

Appellant

Versus

1. M/s Konark Raj Hans Estate Pvt. Ltd., registered office at Village Kot Behla, Sector 4, Extension-II, Panchkula (Haryana)
2. M/s Konark Raj Hans Estate Pvt. Ltd., office at SCO 406, First Floor, Sector 20, Panchkula (Haryana)

Respondents

**CORAM:**

**Justice Rajan Gupta  
Shri Inderjeet Mehta  
Shri Anil Kumar Gupta**

**Chairman  
Member (Judicial)  
Member (Technical)**

Present: Mr. V. K. Aggarwal, Advocate,  
for the appellant.

Mr. Vivek Sheoran, Advocate,  
for the respondents.

**ORDER:**

**Rajan Gupta, Chairman:**

Complainant-Sumant Singh Ajay booked an apartment measuring 1110 square feet with the respondent-builder, namely, M/s Konark Rajhans Estates Pvt. Ltd. Apartment Buyer's Agreement (for short, the Agreement)

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between the parties was executed on 16<sup>th</sup> June, 2016. Both the parties agreed to change the allotment from 2BHK to 3BHK measuring 1405 square feet. The agreement was, thus, again executed on 29<sup>th</sup> July, 2016. Possession of the apartment was to be delivered on 31<sup>st</sup> May, 2019. As per the complainant, possession could not be delivered. He was, thus, constrained to institute complaint bearing No.39 of 2020 before the Authority. Said complaint was adjourned *sine die*. The complainant instituted another complaint on 30<sup>th</sup> July, 2021 before the Adjudicating Officer, Haryana Real Estate Regulatory Authority, Panchkula seeking relief of refund of the deposited amount along with interest, litigation charges, rent at the rate of Rs.10,000/- from the date of promised possession of the apartment i.e. 31<sup>st</sup> May, 2019 till the realization of the amount, compensation for mental harassment and medical expenses for the heart ailments.

2. Respondent contested the maintainability of the complaint. It also contested the claim of the allottee on merits.

3. Both the parties lead evidence in the shape of affidavits.

4. After appreciating the entire issue, the Adjudicating Officer accepted the complaint and granted the compensation under various Acts. Relevant para of the order reads as under:-

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"14. Since it is proved on the record that possession of allotted apartment has not been delivered to complainant till date and the complainant was compelled to live in rented house at Uttarakhand, from where he wanted to shift to Panchkula, it would be in the interest of justice that amount of rent claimed by him for these months is given to him. Statement of bank account (Annexure 6) shows that in December 2019, January-February 2020, the rent paid has been shown as Rs.10,989/- per month, for the month of March 2020 and April 2020, the rent paid has been shown as Rs.12,087/- per month, for the month of May, June, July, August, November 2020 and January 2021, the rent paid has been shown as Rs.13,296/- per month. Since March 2021, the rented house has been changed and the address of new rented house is Ward No.13, D1 D2, Pragati Vihar Colony, Civil Lines, Rudrapur, District Udham Singh Nagar. The rent paid to new landlady has been shown as Rs.10,000/- for the month of March 2021, Rs.14,000/- each for the month of June and August 2021. For remaining months, no documents has been submitted by ld. counsel for complainant. Though total amount of rent paid by the complainant from December 2019 till August 2021 comes to Rs.1,74,917/- as per statement of bank account, but the complainant in his prayer has claimed rent as Rs.10,000/- per month and also rent agreements dated 18.04.2016 and 13.03.2021 executed between complainant and land lady (Annexure-5 and Annexure-3) respectively show that rent agreed between the parties was Rs.10,500/- per month and Rs.10,000/- per month.

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*So the total amount of rent as claimed by the complainant comes to Rs.1,40,000/-. The amount of Rs.1,40,000/- is ordered to be paid by the respondent to the complainant in the form of compensation under the head rent claimed and paid by the complainant.”*

5. Being dissatisfied with the aforesaid reliefs, the appellant has preferred this appeal before this Tribunal. According to him, rent, compensation for mental agony and harassment and costs of litigation ought to have been granted to him as claimed in the complaint. To this extent, the Adjudicating Officer has erred in its findings.

6. Learned counsel for the respondent has vehemently opposed the plea and has stated that no fault can be found with the impugned order.

7. We have given due consideration to the pleas raised by learned counsel for the appellant. We find no merit in the plea that compensation should have been assessed in respect of rent for a longer period.

8. We, however, feel that the amount granted under the head mental agony and harassment is on the lower side. Appellant is entitled to another Rs.30,000/- under the said head and another amount of Rs.25,000/- under the head ‘costs of litigation’.

9. Thus, appeal is hereby disposed of with the direction that apart from the amount already granted, the

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appellant shall be entitled to another amount of Rs.55,000/-.

10. Copy of this order be communicated to the parties/learned counsel for the parties and the Haryana Real Estate Regulatory Authority, Panchkula.

11. File be consigned to the record.

Announced:  
May 16, 2023

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Inderjeet Mehta  
Member (Judicial)

Anil Kumar Gupta  
Member (Technical)

*Manoj Rana*