



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1205 of 2020
Date of filing:	29.10.2020
First date of hearing:	12.01.2021
Date of decision:	20.01.2025

1. Mr. Anil Kumar
S/o Sh. Ram Kumar
H. No. MG-76, Mapsko Garden Estate,
Sector-27, Sonipat, Haryana
2. Mr. Ram Kumar
S/o Sh. Lachhaman
R/o MG-76, Mapsko Garden Estate,
Sector-27, Sonipat, Haryana

....COMPLAINANTS

VERSUS

1. Mapsko Builders Pvt. Ltd.
52, North Avenue Road,
Punjabi (West), New Delhi-110026
2. M/s Jai Krishna Hi-tech Infrastructure Pvt. Ltd.
A-26, Friends Colony West
New Delhi-110065

....RESPONDENTS

CORAM: Nadim Akhtar

Member

Chander Shekhar

Member

Present: - Sh. Pradeep Kumar, Counsel for the complainants.

Sh. Sumesh Malhotra, Counsel for respondent no. 1.

Sh. Vishnu Anand, Counsel for respondent no. 2

ORDER:(NADIM AKHTAR –MEMBER)

1. Present complaint has been filed by the complainants on 29.10.2020 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

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

S.No.	Particulars	Details
1.	Name of the project.	Mapsko Garden Estate
2.	Nature of the project.	Residential colony
3.	RERA Registered/not registered	Registered vide Registration No. HRERA-PKL-

Handwritten signature

		SNP-343-2022 dated 05.09.2022
4.	Details of allotted unit.	Unit No.- MG-076, 208 sq. yds.
5.	Date of Plot Buyer Agreement-	26.12.2017
6.	Conveyance deed	05.07.2018
7.	Possession taken by the complainants	13.07.2018
8.	Occupation certificate	10.01.2020

B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANTS IN THE COMPLAINT:

1. That the complainants, Anil Kumar and Ram Kumar, purchased a residential plot bearing No. MG-076, measuring 208 sq. yds. (174.22 sq. mtrs.), in the project "Mapsko Garden Estate" developed by MAPSKO Builders Pvt. Ltd. in Sonapat, Haryana. The said project is being developed through an arrangement between MAPSKO Builders and its associated land-owning companies. The project includes plotted development, independent floors, parks, utilities, and other common services.
2. That the complainants applied for the allotment of the plot and were allotted Plot No. MG-076 pursuant to the Plot Buyer's Agreement dated 26.12.2017.

The plot was transferred to the complainants along with the right to use common areas and facilities. The Deed of Conveyance was executed on 05.07.2018 in their favor (Annexure-A).

3. That the details of the plot are as follows:

- **Size:** 21.26 x 7.96 meters = 174.22 sq. mtrs.
- **Boundaries:**
 - **East:** Plot No. MG-094 & MG-093
 - **West:** 12-meter-wide road
 - **North:** Plot No. MG-075
 - **South:** 24-meter-wide road (not constructed)

4. Following the execution of the Maintenance and Service Agreement dated 13.07.2018, the complainants were handed over possession of the plot. Additionally, they were provided with a No Objection Certificate (NOC) and a certificate of basic services, all dated 13.07.2018 (Annexures-B, C, D & E).

5. That the complainants specifically chose this plot because of the promised 24-meter-wide road on its southern side. However, despite repeated requests, MAPSKO Builders failed to construct the road. The complainants continuously approached the builder's officers, reminding them of their obligation, but their requests were ignored.



6. That since the road was not built, the complainants had to transport all construction materials through an unpaved, muddy road while constructing their house. They obtained the Occupancy Certificate on 10.01.2020 and moved into the house with their family (Annexure-F). However, due to the absence of a proper approach road, they faced serious difficulties, particularly during the rainy season, when the path became completely unusable and full of mud. As a result, they were forced to park their vehicle on another road at a distant location, causing great inconvenience.
7. That a legal notice was sent to MAPSKO Builders on 15.01.2020 demanding the construction of the 24-meter-wide road (Annexure-G), but no response was received. A complaint was filed with SHO, P.S. Punjabi Bagh on 08.10.2020 (DD No. 45). Further complaints were made to the ACP, DCP, and Commissioner of Police, Delhi on 15.10.2020. However, no action has been taken by the authorities till date.

C. RELIEFS SOUGHT

8. That the complainants seek following reliefs and directions to the respondents:-
 - i. To direct the respondents/ builders to build the 24 mtrs. wide road on the south side adjoining to the plot /house of the complainants.



- ii. And further direct the respondents/ builders to compensate to the complainants to the tune of ₹5 lakhs on account of mental harassment and delay caused by the acts of the respondents.
- iii. Cost of litigation of ₹1 lakh to be awarded in favour of the complainants and against the respondents/ builders/ sellers.
- iv. Or any other /relief as this Hon'ble Authority deem fit and appropriate as per the facts and circumstances mentioned above.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

9. **Learned counsel for the respondent no. 1 submitted a detailed reply on 25.11.2020 in the Court pleading therein:**

a. Captioned complaint is not maintainable before the Authority and is liable to be dismissed on various grounds such as:

- i. The Hon'ble Authority does not have jurisdiction to adjudicate the complaint, as most of the reliefs sought by the complainants fall under the purview of the Hon'ble Adjudicating Officer. On this ground alone, the complaint is liable to be dismissed.
- ii. The plot in question (MG-076) was fully developed, and possession was handed over to the complainants on 13.07.2018. The Conveyance Deed was executed on 05.07.2018, proving that the complainants have been in possession for a significant period. The filing of this complaint



after such a long time suggests mala fide intentions on the part of the complainants, and the complaint should be dismissed on this ground.

iii. The complainants referred to the Plot Buyer Agreement dated 26.12.2017 and the Maintenance & Service Agreement dated 13.07.2018, but they did not submit copies of these agreements as evidence.

iv. The Plot Buyer Agreement includes an arbitration clause, stating that disputes should be settled amicably through discussion and arbitration. Section 8 of the Arbitration and Conciliation Act, 1996, applies in this case, and the complaint is not maintainable before this Hon'ble Authority.

v. Only the courts in Sonapat or Delhi have jurisdiction to hear disputes under the agreement (Annexure R-1).

b. Respondent No. 1 denies any failure to adhere to its promises regarding the 24-meter-wide road. The road in question falls under the responsibility of Respondent No. 2 (Jai Krishna Hitech Infrastructure Pvt. Ltd.), not MAPSKO Builders. The complainants were fully aware that the responsibility for constructing this road lay with Respondent No. 2. As per norms of the authorities, builders are responsible for ensuring connectivity between roads



in their respective projects. However, the actual construction of this specific road is not within Respondent No. 1's scope.

- c. The complainants falsely claim that there is no access road to their plot, whereas in reality, A 12-meter-wide road exists on the west side of Plot No. MG-076, and this road has been built and maintained by Respondent No. 1. The approved layout plan mandates that the main entry/exit for the plot should be from the 12-meter-wide road. The 24-meter-wide road was only meant to serve as an alternative approach road. The complainants themselves acknowledged the existence of the 12-meter-wide road in their petition, contradicting their claim that there is no access. Since the complainants have not alleged that the 12-meter-wide road is missing or incomplete, no lapse or deficiency in service can be attributed to Respondent No. 1.
- d. The allegations of fraud and cheating are baseless, defamatory, and intended to harass and pressurize Respondent No. 1 for undue gains. No loss or damage has been suffered by the complainants due to any action or omission by Respondent No. 1. The completion certificate obtained by Respondent No. 1 proves that the project was completed in compliance with the applicable regulations.

10. Learned counsel for the Respondent no. 2 submitted a detailed reply on 25.11.2020 in the Court pleading therein:



- a. The complaint has been filed by the complainants seeking directions to the respondents to construct a 24-meter-wide road on the south side of Plot No. MG-76 in Mapsko Garden Estate, Sector-27, Sonapat, Haryana.
- b. The present reply is being filed on behalf of Respondent No. 2 (Jai Krishna Hitech Infrastructure Pvt. Ltd.) through Mr. Ram Kumar Gupta, who has been duly authorized by the Board of Directors via Board Resolution dated 21.07.2022.
- c. Respondent No. 2 is a separate legal entity from Respondent No. 1 (Mapsko Builders Pvt. Ltd.) and has no connection with the development of the project in question.
- d. The complaint is not maintainable against Respondent No. 2 since:
 - i. There is no contractual relationship between the complainants and Respondent No. 2.
 - ii. The complainants are not allottees of Respondent No. 2.
 - iii. Respondent No. 2 has never entered into any agreement with the complainants regarding any service, including the alleged road. The project is solely developed by Respondent No. 1, and Respondent No. 2 has no role in any developmental work related to it.
- e. A perusal of the complaint reveals that no specific allegations have been made against Respondent No. 2. Even the legal notice issued before filing



the complaint was only sent to Respondent No. 1, not to Respondent No. 2. Respondent No. 2 was never involved in any commitments to the complainants regarding the construction of the road in question. The complaint has been filed with an ulterior motive to exert undue pressure on Respondent No. 2.

f. Respondent No. 2 is not aware of the purported 24-meter-wide road mentioned in the complaint. Since Respondent No. 2 has no involvement in the project developed by Respondent No. 1, it is not in a position to comment on its status.

g. Thus, the complaint is not maintainable against Respondent No. 2 due to lack of contractual privity, absence of allegations, and no cause of action. The complaint should be dismissed outright against Respondent No. 2, as it is frivolous, baseless, and filed with an ulterior motive.

E. ARGUMENTS OF LEARNED COUNSELS FOR COMPLAINANTS AND RESPONDENT

11. The learned counsel for the complainants reiterated the basic facts of the case and stated that the complainants purchased a residential plot in Mapsko Garden Estate, Sonapat, Haryana, from Mapsko Builders Pvt. Ltd. They were promised access via a 24-meter-wide road from the south side of the plot, which remains unconstructed despite multiple requests. Due to the lack of



proper road access, they are facing severe inconvenience, especially during the rainy season. Despite serving a legal notice and filing police complaints, no action has been taken. The complainants request the Authority to intervene and to direct the builder to construct the said road and address their grievances regarding deficiency in service and misrepresentation. Furthermore, as per order dated 12.08.2024 penalty of ₹1,00,000/- was imposed by the Authority on both the respondents, which remains unpaid by them.

12. On the other hand, learned counsel for Respondent No. 1 contended that the complainants have incorrectly claimed that the construction of the 24-meter-wide road is solely the responsibility of Respondent No. 1 and that the complainant's unit has access only from this road. However, these assertions are incorrect. The complainant's unit also has access via a 12-meter-wide road on the west side, which serves as the primary access road. Furthermore, the only document referring to the 24-meter-wide road is the Conveyance Deed, whereas neither the Plot Buyer Agreement nor the Booking Application makes any reference to it. Respondent No. 1 has already deposited cost of ₹10,000/- with the Authority's registry. However with regard to the cost of ₹1,00,000/-, an appeal has been filed by the respondent before Hon'ble Appellate Tribunal which is yet to be listed for hearing. Authority is of the



view that since no stay has been granted by the Hon'ble Appellate Tribunal till date, cost imposed on the respondent no. 1 has to be paid by him in the registry.

13. L.d. counsel for respondent no. 2 further stated that cost of 1,00,000/- imposed on respondent by the Authority has already been paid by the respondent no. 2. Further, he stated that there is no obligation of respondent no. 2 to construct the said road. Therefore, he requested the Authority to exempt the respondent no. 2 from the obligation of constructing the 24 mtr. wide road on the south side of the plot in question.

F. ISSUES FOR ADJUDICATION

14. Whether the respondents are legally obligated to construct the 24-meter-wide road on the south side of the complainant's plot?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

15. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that main grievance in the captioned complaint is that the respondent has failed to construct the 24-meter-wide road on the south side of their plot, despite it being shown in the conveyance deed. Due to its non-construction, the complainants face severe inconvenience, especially during the rainy season, as they are forced to use an



unpaved, muddy path. They claim the road was essential for access and that the respondent has failed to fulfill its commitments. Therefore the complainants request that the respondent be directed to construct the 24-meter-wide road on the south side of their plot, as shown in the conveyance deed.

16. In response to the complainant's allegations regarding the non-construction of the 24-meter-wide road, respondent No. 1 along with its reply dated 25.11.2020 has filed additional applications dated 12.10.2023 and 02.02.2023 to support its defense. It has contended that the portion of the road falling under its ownership has already been constructed. However, the remaining unconstructed portion, which is the sole subject of dispute, falls under Killa Nos. 8/1/2, 8/2/2, 9/2, and 10/2. These parcels of land are owned by M/s Wadia Hotels Pvt. Ltd., a subsidiary or sister concern of Respondent No. 2. Furthermore, Respondent No. 1 has clarified that the unconstructed portion of the road falls on unlicensed land. It applied for a project license under License No. 49 of 2010, which was obtained from the Directorate of Town and Country Planning (DTCP) only after the partition of the land in question. Since the disputed road is situated on unlicensed land and not under its ownership, Respondent No. 1 asserts that it cannot be held responsible for its construction.



17. Additionally, Respondent No. 2, apart from its reply dated 17.10.2022, has reiterated through applications dated 21.03.2023, 10.04.2023, and 13.10.2023, that it bears no liability for the 24-meter-wide road's construction, as the project was solely developed by Respondent No. 1. It cited a Collaboration Agreement (20.04.2007) under which Respondent No. 1 was responsible for developing its land within the project. Respondent No. 2 clarified that the disputed road falls under Rectangle No. 16 in Village Ahmadpur, which it does not own, as its land parcels are in Rectangle Nos. 11 and 14. Since the road lies on unlicensed land outside its ownership, Respondent No. 2 argued that it cannot be held responsible for its construction. Additionally, it stated that it had no involvement in executing documents related to the complainant's plot, further reinforcing that it is not a necessary party to the complaint.
18. The Authority has carefully examined the submissions made by both Respondent No. 1 and Respondent No. 2, along with the supporting documents filed by both parties. It is evident that neither of the respondent is taking responsibility for the construction of the 24-meter-wide road on the south side of the complainant's plot. Instead, both respondents are shifting the burden onto each other, leading to a situation where the road remains unconstructed, causing significant inconvenience to the complainants.



19. In order to adjudicate the dispute of construction of the 24 mtr. road between the respondent no. 1 and respondent no. 2 as to who will construct the road, the Authority, vide its order dated 12.10.2023, had passed the following directions:

“After hearing all the parties, Authority observes that issue of construction of 24mtr wide road is inter se between the respondent no. 1 and respondent no. 2 and allottee cannot be made to suffer due to that. Further, Authority is satisfied that there is no need for appointment of local commissioner as there is no question of determining the location and alignment of 24mtr wide road vis-a- vis the plot of complainant as 24mtr wide road is very much part of sanctioned plan. The main averment is that builder Mapsko Pvt Ltd, i.e., respondent no.1 had promised to provide 24mtr. wide road as depicted in the layout plan of the colony to the allottee at the time of selling the plot to the allottee. Nowhere it is mentioned that part of land falling under 24mtr road belongs to a subsequent entity and it is to be developed by respondent no. 2. Further on scrutiny of conveyance deed, it is confirmed that respondent no. 1 had shown 24mtr wide road towards south of the plot of complainant and now respondent no.1 cannot run away from its liability of providing this road. Also the contention of respondent no. 1 that land falling under said 24 mtr wide road belongs to M/s Wadia Hotels Pvt. Ltd cannot be sustained at this stage as there was no mention of the same in the allotment letter, plot buyer agreement and conveyance deed. The 24mtr wide road is part of internal circulation plan of the sector and its location and nature of land cannot be changed by any of the developer/licencee. This road has to be constructed at its location and alignment as per sanctioned plan to provide connectivity through this 24mtr wide road to all the areas/plots abutting the road by all the licensees in whose land portion of this 24mtr road falls. Therefore, Authority deems it fit to conclude that respondent no. 1 on whose's representation the complainant purchased the plot in question and



executed an agreement for sale has the primary responsibility to construct the said 24mtr wide road as it has developed its licensed colony first and allotted plots to its allottees with a promise of connectivity through 24mtr wide road. Respondent no.2 is yet to develop its project but whenever it will develop the same, he has to construct the portion of road on the land falling in its licensed land. Thus, Authority directs respondent no.1 to construct the said 24mtr wide road as per its sanctioned/approved alignment, in consultation/collaboration with respondent no.2. Authority also directs respondent no.2 to facilitate construction of said 24mtr wide road by respondent no.1 and persuade its subsidiary company M/s Wadia Hotels Pvt. Ltd."

20. Careful perusal of above said order reveals that initially Authority was of the view that Respondent No. 1 (Mapsko Builders Pvt. Ltd.) holds the primary responsibility for constructing the 24-meter-wide road, as promised in the layout plan and Sale Agreement with the complainants. Respondent No. 2 is required to facilitate the construction and coordinate with its subsidiary, M/s Wadia Hotels Pvt. Ltd., for necessary cooperation. Despite the clear directions of the Authority in its order dated 12.08.2024, neither respondent No. 1 nor Respondent No. 2 took any concrete steps to comply with the order. Respondent No. 1 failed to commence the construction of the 24-meter-wide road, and Respondent No. 2 did not facilitate the process or coordinate with M/s Wadia Hotels Pvt. Ltd. as directed. The case was next listed for hearing on 22.04.2024. Relevant part of order dated 22.04.2024 is reproduced below:

"Authority further put a question to respondent no. 1 with regard to the steps taken for construction of 24 mtr. wide road. In this regard, learned



counsel for respondent no. 1 replied that as per last order dated 12.10.2023, it was specifically mentioned in Para 5 of the order that "Authority directs respondent no.1 to construct the said 24mtr wide road as per its sanctioned/approved alignment, in consultation/collaboration with respondent no. 2. Authority also directs respondent no. 2 to facilitate construction of said 24 mtr wide road by respondent no.1 and persuade its subsidiary company M/s Wadia Hotels Pvt. Ltd." However, respondent no. 2 has shown no efforts to construct the said road or to have any contact with respondent no. 1 in order to construct the road. Further he stated that, the land where 24 mtr. road falls belongs to respondent no. 2 and respondent no. 1 doesn't have any ownership to construct that road. Moreover, any interference to the said road would lead to the offence of trespassing. To which, learned counsel for respondent no. 2 replied that the said 24 mtr. wide road is not in any way connected to respondent no. 2 and complainant is an allottee of respondent no. 1 only. Therefore, the only person who is obliged to construct that 24 mtr road is respondent no. 1.

Authority observes that today is the 15th hearing in the matter and issue of construction of 24 mtr. road has not been resolved by respondent no. 1 and 2. Both the respondents are putting onus on each other without taking any effective steps for construction of the said road. Therefore, Authority directs that Chairman/ MD's of both the respondent companies shall remain present physically on the next date of hearing to assist the Authority in resolving the issue failing which Authority will be constrained to impose heavy penalty on them."

21. Perusal of above said order reveals that as Respondent No. 1 and Respondent No. 2 have failed to comply with the Authority's earlier directions, therefore, the Chairman/MDs of both companies was directed to be physically present on the next date of hearing to assist the Authority in resolving the issue. With



the said directions Authority adjourned the matter to 12.08.2024. Relevant part of order dated 12.08.2024 is reproduced below:

".....*Ld. counsel for complainant stated that as per last order dated 22.04.2024, MDs of the respondent companies were directed to appear before the Authority on the next date of hearing. However, respondent companies have failed to comply with these directions passed by the Authority. To which, ld. counsel for respondent no. 1 replied that with regard to the presence of MD before the Authority, he seeks an exemption as before that respondent no. 1 wants to file certain documents before the Authority. Ld. counsel for respondent no. 2 stated that concerned person is out of country, so he could not appear before the Authority today.*

Authority observes that both the respondents have failed to place on record exemption applications with regard to the non presence of their MDs. The presence of MD's were required to clearly understand the responsibilities of respondent no.1 and respondent no. 2 viz a viz 24 mtr. Wide internal circulation road and to resolve the issue amicably.

Respondent no. 1 has also not paid cost of ₹10,000 payable to the Authority imposed vide order dated 19.07.2023. Considering the non seriousness of the respondents towards directions passed by the Authority, Authority deems appropriate to impose cost of ₹1,00,000/- each on the both the respondents for failing to comply with the last directions of the Authority. The cost must be paid before the next date of hearing failing which Authority will be constrained to initiate penal proceedings prescribed under the RERA Act, 2016. Authority reiterates its earlier order dated 22.04.2024 and directs the Chairman/ MDs of both the respondent companies to remain physically present on the next date of hearing to assist the Authority. Thus, respondent no. 1 is also directed to pay earlier imposed cost of 10,000/- payable to the Authority before the next date of hearing.

Further, Office is directed to send a detailed notice to the office of DTCP, Haryana, DC Sonipat and DTP Sonipat to ascertain the status of land falling under the said 24 mts. wide road and to place on record



copies of approved layout plans clearly depicting the alignment of the said 24 mtr. wide road, details of licencees and pinpoint the responsibly of developer who has to construct the said road."

22. The Authority observed that there has been continuous non-compliance of its orders by Respondent No. 1 and Respondent No. 2. Due to their failure to comply, no effective action can be taken in the captioned complaint. Therefore, in order to resolve the matter and to obtain a clear understanding of the case, as to who is responsible for the construction of the said road, the Authority deemed it appropriate to send a detailed notice to the DTCP Haryana, DC Sonipat, and DTP Sonipat to ascertain the status of the land for the 24-meter-wide road. Through the said notice, Authority also sought copies of the approved layout plans to clearly identify the responsibilities of the developers for the construction of the road. In compliance to the same, office sent a notice to the DTCP Haryana, DC Sonipat, and DTP Sonipat on 14.10.2024 for seeking above said information in the captioned complaint. In consonance to the same, a letter was received from the department of Directorate of Town and Country Planning on 29.10.2024 in the registry wherein it was intimated that:

"The above referred notice has been examined and it is informed that this office has granted the license no. 43 to 55 of 2007 and 49 of 2010 to the Mapsko Builders Pvt. Ltd. for setting up of Residential Plotted Colony over an area measuring 134.205 acres. As per the demarcation plan land falling under the said 24 mtr. wide road is not the part of license granted



land. The said 24 mtr. wide road is depicted with red colour on the demarcation plan of license no. 43 to 55 of 2007 and 49 of 2010 (Mapsko Builders Pvt. Ltd). (Copy enclosed). Further, it is also submitted that a license no. 37 of 2021 dated 16.07.2021 (DIJAY) was granted on the other side of said 24.0 mtr. wide road to New Era Infrastructure Pvt. Ltd. and as per the layout plan of the same the said 24 mtr. wide road is also not the part of license no. 37 of 2021. (Copy enclosed)

In view of the above, since no such license has been granted on the 24 mtr. wide road in question, hence this office could not insist any developer to construct the said 24 mtr. wide road."

23. Careful perusal of the above said letter, made it very clear that the 24-meter-wide road in question does not fall within the licensed area granted to Mapsko Builders Pvt. Ltd. under license numbers 43 to 55 of 2007 and 49 of 2010. Additionally, the 24-meter road is not part of the license granted to New Era Infrastructure Pvt. Ltd. under license number 37 of 2021. Therefore, since no license has been granted for the construction of this road, the Authority cannot mandate any of the respondents to construct the 24 mtr. wide road.
24. Considering the circumstances, Authority is of the view that the complainant's primary grievance revolves around the non-construction of a 24-meter-wide road, which is supposedly part of the sectoral plan. The complainant's relief is based on the assumption that the respondent no. 1 (Mapsko Builders Pvt. Ltd.) is obligated to construct the road as part of the approved layout or plot buyer agreement. The DTCP report reveals that the 24-meter-wide road does not fall within the licensed area of the developer's project. The respondents



have a license to develop a specific area for residential use, but the road in question is not part of that licensed area. This essentially means that the land earmarked for the road is outside the scope of the developer's obligations under the current project license. Moreover, no separate or specific license has been granted for the construction of the road, meaning thereby that the respondents are not legally responsible for its construction. The RERA Authority is not the right forum for provision of infrastructure falling outside the scope of the licensed project. Since the road does not fall within the licensed area, the Authority lacks jurisdiction to direct its construction or to compel the developer to fulfill the road-construction promise in this specific instance. The Authority can only enforce what has been registered and what is within the terms of the license agreement. Accordingly, the Authority dismisses relief No. 1 sought by the complainants, as outlined in para 8(i) of the order, on the grounds that the 24-meter-wide road does not fall within the licensed area of the project and therefore, the respondents cannot be held liable for its construction under the current regulatory framework.

25. Further, the complainants are seeking compensation of ₹5 lakhs on account of mental harassment and delay caused by the acts of the respondents and cost of litigation of ₹1 lakh to be awarded in favour of the complainants and against the respondents/ builders/ sellers. It is observed that 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 U.P. & ors.", has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaint in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of compensation harassment, mental agony and undue hardship to complainants and litigation cost.

In view of above, Authority decides to dispose of the captioned **complaint as dismissed.**

Disposed of. File be consigned to record room after uploading of the order on the website of the Authority.


.....
CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]