

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER,  
HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM**

**Complaint No. 3791**

**Date of Decision: 15.07.2025**

**Ajay Narain Gupta, H. No. 19, Bahubali Enclave, Karkardooma,  
Delhi.**

**Complainant**

**Versus**

**M/s. Raheja Developers Limited, 148F, Pocket IV, Mayapuri Vihar,  
Phase-I, Delhi-110091.**

**Respondent**

**APPEARANCE**

**For Complainant:  
For Respondent**

**Mr Harshit Batra, Advocate  
Respondent exparte.**

**ORDER**

1. This is a complaint filed by Mr. Ajay Narain Gupta, (allottee) under section 31 and 71 of the Real Estate (Regulation and Development), Act 2016 (referred to as "Act 2016"), against M/s. Raheja Developers Ltd (promoter).

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2. According to complainant, he is a peace loving and law-abiding citizen of India and presently residing in Delhi, India. He, in the utmost bonafide and believing the respondent, purchased an Apartment and is an allottee under section 2(d) of the Real Estate Regulatory Act, 2016 (hereinafter referred to as the "Act").

3. That the respondent is a Company incorporated under the Companies Act, 1956, having its office at W4D 204/5, Keshav Kunj, Carippa Marg, Western Avenue, Sainik Farms, New Delhi-110062 and claims to be one of the leading Real Estate Companies. It (respondent) is engaged in the construction and development of the real estate project under the name and style of **"Raheja Revanta"** at sector 78, Gurugram, Haryana (hereinafter referred to as the "Project") and is a promoter within the meaning of section 2 (zk) of the Act.

4. That in the year 2012, the respondent gave advertisements and raised tall claims in respect of project namely **"Raheja Revanta"**. Relying on the assurances, representations and warranties by the respondent and its shrewd marketing gimmick, he (complainant) was lured by the respondent to invest in the project. He (complainant) booked a unit in the project of the

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respondent on 04.02.2012 and was accordingly allotted a unit No. B-203, Tower B, Sector 78, Gurugram admeasuring 1621.390 sq. ft super area (unit) in the said project **(Raheja Revanta")** was allotted to him, who paid a sum of Rs. 10,27,000/- vide cheques no. 014271 and 014270.

5. That he (complainant) relying on false commitments and assurances of the respondent, paid Rs. 1,10,25,863/-. The conduct of the respondent has been utterly malafide since the very beginning. The respondent has miserably failed to live up to its obligations.

6. That as per clause 4 (2) of agreement, he (complainant) was entitled to the possession of the Unit within 48 months from the date of allotment. The due date for offer of possession of the unit was 26.06.2016. However, no possession has been offered to the complainant when he has already fulfilled all his obligations under the agreement. A delay of more than 7 years in handing over of possession of the unit has occurred.

7. That due to such malafide conduct of the respondent, the complainant is unable to put his unit on rent and hence has suffered the rental loss for almost 7 years.

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8. That the complainant has undergone huge harassment and mental agony and financial loss due to the deficiency in services by the respondent.

9. That as per the prevailing rates in and around the project "**Raheja Revanta**", the monthly rent of the unit admeasuring 1621.39 sq. ft is Rs. 40,000/-. Consequently, the complainant suffered a loss of Rs. 40,000/- per month from last 7 years which is still continuous. BBA was executed between the complainant and respondent, and it was under obligation to hand over the possession of said unit till 26.06.2016 but failed. Due to delivery having not been made in time, he (complainant) lost profit and same suffered mental and physical harassment.

10. The complainant took a house loan of Rs.65,84,000/- from Aditya Birla Capital, which had disbursed the loan amounting of Rs. 58,81,838/-. For which, he (complainant) was obligated to pay the EMI on monthly basis in the tune of Rs. 54,500/-. The complainant paid Rs. 6,18,365/- as Pre-EMI along with interest till December 2019. He is under great financial stress and is finding hard to make ends meet.


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11. That the respondent had illegally added an exorbitant amount of Rs. 1,00,000/- in the name of Club Membership charges in the total sales price of the unit. It is submitted that the club membership charges were taken from the complainant when the complainant has no knowledge about the existence of club.

12. That aggrieved by the conduct of the respondent, he (complainant) approached Ld. Authority by filing complaint No. 930/2020, which has been decided in his favour on 12.11.2020. The respondent has been directed to pay interest at the prescribed rate i.e. 9.30% per annum for every month of delay on the amount paid by the complainant from due date of possession till the date of actual handing over of possession i.e. 26.06.2016 or till offer of possession plus 2 months after obtaining occupation certificate, whichever is earlier. The respondent failed to comply with the order dated 12.11.2020 of Ld. Authority.

13. Due to non-compliance of the order dated 12.11.2020 of the Hon'ble Authority, the complainant was forced to file an execution application no. 2111 of 2021, pending adjudication in the Court of Adjudicating Officer, against the respondent.

  
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14. Citing all this, the complainant has prayed for compensation, as follows: -

- i) To direct the respondent to Rs. 33,60,000/- (Rs.40,000 for 7 years) to complainant on account of loss of rentals due to deficiency in service of the respondent by not offering timely possession of the unit to the complainant.
- ii) To direct the respondent to pay Rs. 5,00,000/- to complainant for mental harassment and agony faced by the complainant on account of illegally cancelling the unit while the adjudication against the unit was pending.
- iii) To direct the respondent to compensate the complainant Rs. 1,00,000/- which was illegally charged by the respondent on account of club membership.
- iv) To direct the respondent to compensate the complainant with Rs. 2,00,000/- for depriving physical possession of the unit to the complainant.
- v) To direct the respondent to pay compensation to the complainant of Rs. 6,18,365/- for financial loss suffered by the complainant in paying EMI to the bank without possession of the unit.
- vi) To direct the respondent to award the legal expenses for the resent complaint Rs. 2,00,000/- to the complainant.
- vii) To direct the respondent to award the legal expenses Rs.2,00,000/- to the complainant for complaint filed in the HRERA Authority for Delay Possession Charges in complaint No. 1100 of 2020.
- viii) To direct the respondent to award the legal expenses Rs. 2,00,000/- to the complainant for complaint filed in the HRERA Authority for delay possession charges in complaint No. 1100 of 2020.
- ix) To direct the respondent to pay Rs. 2,00,000/- as compensation for financial and mental harassment faced by the complainant in going through hardship of litigation.
- x) To pass any other order as the Hon 'Adjudicating Officer may deem fit.

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15. Notice was issued to the respondent but respondent did not appear and was proceeded exparte vide order dated 06.10.2023.

16. Complainant filed affidavit in his evidence reaffirming his case.

17. I have heard learned counsel for complainant and perused the record on file.

18. Admittedly, complaint No. 930/2020 filed by present complainant seeking delay possession compensation has already been allowed by the Authority vide order dated 12.11.2020. Complainant has been granted interest at rate 9.30% per annum for every month of delay on the amount paid by him from due date of possession i.e. 26.06.2016 till handing over the actual physical possession.

19. As per Section 18 (1) of Act of 2016, if promoter fails to complete or 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, (b)-----, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the

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project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot or 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.**

20. It is worth mentioning here that complainant did not wish to withdraw from the project but prayed for delayed possession compensation, by filing a complaint with the Authority. The said complaint has already been allowed. Proviso added to sub section (1) of section 18 provides 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 handing over of possession, at such rate as may be prescribed. Rule 15 (1) of The Haryana Real Estate (Regulation and Development) Rules 2017 makes it clear that for the purpose of proviso to section 12, section 18 and sub section 4 and sub section 7 of section 19 "interest at the rate prescribed" shall be the State Bank of India higher than marginal cost of lending rate plus 2%. In this way, the provision of interest is in the form of compensation to the buyer, when the promoter fails to complete the project in agreed time. The parliament did not intend to provide compensation separately as in

  
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case of refund of the amount, prescribed by Section 18 (1) of the Act of 2016.

21. When complainant has already been allowed, delayed possession compensation by the Authority, for same cause of action, there is no reason to allow separate compensation for the delay in completion of construction by the promoter.

22. Complaint in hands is thus dismissed.

23. File be consigned to the record room.

Announced in open court today i.e. on 15.07.2025.



(Rajender Kumar)  
Adjudicating Officer, Haryana  
Real Estate Regulatory  
Authority, Gurugram.