

7BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.828 of 2024

Date of Decision: 22.07.2025

Raman Bansal son of Sh. Ram Kumar Bansal, resident of House No. 48, Sector 13, Urban Estate, Kurukshetra

Appellant.

Versus

Jagran Developers Private Limited, Office at 648, 6th Floor, DLF Tower, Shivaji Marg, Moti Nagar, New Delhi-110015

Respondent

Present : Mr. Rohit Kumar, Advocate for the appellant.

CORAM:

**Justice Rajan Gupta
Rakesh Manocha**

**Chairman
Member (Technical)**

O R D E R:

RAJAN GUPTA, CHAIRMAN (Oral):

Present appeal is directed against order dated 05.08.2024, passed by the Adjudicating Officer of the Authority¹. Operative part thereof reads as under:

“6. The complainant has also sought compensation of Rs.10,00,000/- on ground of deficiency in service. Compensation on the ground of deficiency in service could be claimed by the complainant had he opted to stay with the project. Since he had opted to walk out of the project within 6 months from the due date of possession, no ground for awarding any compensation on account of deficiency in service is made out.

7. Since, no compensation has been awarded on account of mental agony and harassment and

¹ Haryana Real Estate Regulatory Authority, Panchkula

deficiency in services, cost of litigation is also not being awarded in favour of the complainant.

8. Finding no merit, the present complaint is ordered to be dismissed with no order as to costs. File be consigned to record room after uploading the order on the web site of the Authority.”

2. It appears that the appellant booked a built-up shop in the project of the respondent, namely, ‘The Galleria’ at Kurukshetra Global City, Sector 29, Umri Road, Kurukshetra. BBA² was executed on 10.06.2014. The promoter had undertaken to deliver the possession by 10.12.2017. As per the complainant, the promoter failed to develop the project, thus vide notice dated 15.06.2018 he terminated the agreement and claimed refund of the paid-up amount along with interest and compensation. As his request went unheeded, he preferred a complaint before the Authority. Vide order dated 22.03.2023, the complaint was allowed and promoter was directed to refund the paid-up amount along with interest @ 10.70%.

3. The allottee preferred the present complaint under relevant provisions of the Act³ claiming compensation on account of mental agony, harassment etc. He also claimed damages on account of deficiency in service on the part of the respondent-promoter.

4. The respondent-promoter submitted a reply rebutting all allegations. It, *inter-alia*, pleaded that the complaint was mis-use of process of law as the complainant

² Builder Buyer’s Agreement

³ The Real Estate (Regulation and Development) Act, 2016

had been sufficiently compensated in the original complaint preferred by him.

5. We have heard learned counsel for the appellant and given careful thought to the facts of the case.

6. It is evident that the complaint filed by the allottee before the Authority was decided vide order dated 22.03.2023. Admittedly, an amount of Rs.37,57,216/- was paid by the promoter to the allottee pursuant to the order passed by the Authority. We thus find no infirmity with the order passed by the Adjudicating Officer. The complainant himself withdrew from the project within six months of due date of possession. The Adjudicating Officer, thus, rightly held that no case for grant of compensation was made out. Besides, pursuant to the order passed by the Authority, sufficient amount stands remitted to the allottee.

7. The appeal is without any merit and is hereby dismissed.

8. Copy of the order be sent to the parties/their counsel and the Authority.

9. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

July 22, 2025
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