

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.830 of 2024

Date of Decision: 22.07.2025

1. Raman Bansal son of Sh. Ram Kumar Bansal

2. Ruchi Bansal wife of Sh. Raman Bansal

Both residents 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 appellants.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)

ORDER:

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 complainants have 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 complainants had they opted to stay with the project. Since they 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.

¹ Haryana Real Estate Regulatory Authority, Panchkula

7. Since, no compensation has been awarded on account of mental agony and harassment and deficiency in services, cost of litigation is also not being awarded in favour of the complainants.

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 appellants 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 complainants, the promoter failed to develop the project, thus vide notice dated 15.06.2018 they terminated the agreement and claimed refund of the paid-up amount along with interest and compensation. As their request went unheeded, they 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 allottees preferred the present complaint under relevant provisions of the Act³ claiming compensation on account of mental agony, harassment etc. They 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

² Builder Buyer’s Agreement

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

complaint was mis-use of process of law as the complainants had been sufficiently compensated in the original complaint preferred by them.

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

6. It is evident that the complaint filed by the allottees before the Authority was decided vide order dated 22.03.2023. Admittedly, an amount of Rs.30,33,621/- was paid by the promoter to the allottees pursuant to the order passed by the Authority. We, thus, find no infirmity with the order passed by the Adjudicating Officer. The complainants themselves 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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