

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

Complaint No.4948-2023

Date of Decision: 21.05.2025

Ranvir Singh Garg son of late Sh. Moti Ram, R/o B-43,
Ayudh Vihar, Sector-13, Dwarka, New Delhi

Complainant

Versus

M/s. Ansal Housing Limited,
Through its Managing Director
Having its Regd. Office at
606, 6th Floor, Indra Prakash, 21,
Barakhamba Road, New Delhi.

Corporate Office: -

Ansal Plaza, 2F, AHCL, 2nd Floor, Ansal Plaza, Sector-1,
Vaishali, Ghaziabad.

Respondent

APPEARANCE

For Complainant:

**Mr. Ashutosh Bhardwaj,
Advocate**

For Respondent

None (Respondent exparte).

ORDER

1. This is a complaint filed by Ranvir Singh Garg (allottee) under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation and

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Development) Rules, 2017, against M/s. Ansal Housing Limited (promoter/ developer).

2. According to complainant, "Ansal Estella" is a Residential Apartments Project (the "Project") being developed by respondent, on a parcel of land situated at Sector 103, Gurugram, Tehsil and District Gurugram, Haryana.
3. That the respondent is a Private Limited Company, which is duly incorporated under the provisions of the Companies Act, 1956 and is fully responsible for the acts, conduct business and carry on day-to-day affairs through its Managing Director.
4. That the respondent gave advertisements and showed a rosy picture about the project. The son of the complainant relied upon the advertisements and visited the project site and then, booked the unit from the respondent by investing hard earned money in respondent's project under construction linked plan for an amount of Rs. 64,07,015/-, which was later transferred to the complainant.
5. That the son of the complainant paid an amount of Rs. 3,25,687/- on 28.02.2011, Rs. 3,25,000/- on 6.4.2011,

Rs. 1,00,000/- on 1.6.2011, Rs. 8,77,748/- on 5.7.2011 and Rs. 5,43,045/- on 11.8.2011.

6. That the booked apartment was transferred by the son of the complainant in the name of complainant on 13.01.2012 along with total paid amount of Rs. 21,68,980/- and the residential unit was also switched over for 1945 sq. ft 3BHK flat.
7. As per the terms and conditions of the agreement executed on 2.6.2012, the respondent could not comply with the terms and condition of the agreement and failed to offer possession of the flat/unit to the complainant within commitment/agreed period of 36 months and not in stipulated grace period of further 6 months i.e. till 2.12.2015.
8. That the complainant also filed a consumer complaint against the respondent for the extra illegal demand of Rs. 3,75,000/- and the same is pending before the State Consumer Dispute Resolution Commission, Delhi.
9. That the complainant paid a total amount of Rs. 43,68,040/- till 21.01.2014. The respondent again issued a letter to claim amount even though no

possession is being offered to the complainant on 02.12.2015. The complainant made several requests to respondent on many occasions to give possession of the unit.

10. That the complainant had made payment of nearly 70% of total consideration and the respondent has delayed the possession of the Unit deliberately or for reasons known best to them.
11. That the complainant filed a complaint before the RERA authority for the possession of the flat and the RERA authority allowed the complaint and directed the respondent to pay the interest @ 9.50% per annum from 06.12.2015 till the handing over of the possession of the flat.
12. That the respondents failed to deliver the unit till 2.6.2015 and have not even applied for any completion certificate to any concerned authority.
13. In view of the facts mentioned above, the complainant has sought following reliefs: -
 1. To pass an order and give necessary directions to the respondent as it (respondent) is liable to pay @ Rs. 5

per sq. feet per month calculated on super built up area of unit/flat for every month of delay w.e.f. 2.12.2015 to till date, to the complainant as per the term and condition of the agreement dated 2.12.2015 totalling to Rs. 8,75,250/-.

2. To pass an order for a loss of appreciation of price of unit in question, as complainant cannot purchase the similar type of unit even in double price and thus had suffered loss of about Rs. 50,00,000/-.
3. To impose penalty upon the respondent as per the provisions of Section 60 of RE (R&D) Act for willful default committed by them.
4. To impose penalty upon the respondent as per the provisions of section 61 of RE (R&D) Act for contravention of Sec. 12, 13, Sect. 14 and 16 of RE (R&D) Act.
5. To direct the respondent to make payment for loss of monthly rent of Rs. 20,000/- as market value from 2.12.2015 till date for 87 months totalling to Rs. 17,40,000/-.

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6. To direct the respondent to pay compensation on account of mental harassment, agonies and irreparable sufferance to the tune of Rs. 20,00,000/- being old and senior citizen.
7. To direct respondent to pay on account of litigation charges to the tune of Rs. 3,00,000/- for pursuing the matter and hence he is liable to get the cost for it.
8. To issue directions to make liable every officer concerned i.e. Director, Manager, Secretary, or any other officer of the respondent company at whose instance, connivance, acquiescence, neglect any of the offences has been committed as mentioned in Sec. 69 of RE(R&D) Act, 2016 to be read with HAREAR Rules 2017.
9. To recommend criminal action against the respondent for the criminal offence of cheating, fraud and criminal breach of trust under section 420, 406 and 409 of IPC.
10. To award/allow costs of these proceeding to the complainant and against the respondent.

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11. Any other relief, which this Hon'ble Authority deem fit and appropriate in view of the facts and circumstances of this complaint.
12. On 30.11.2023 respondent did not appear despite service of notice nor any written reply was filed despite calling matter several times. Respondent was proceeded exparte on 30.11.2023 and defence of same was struck off.
13. The complainant filed affidavit in evidence in support of his complaint.
14. I have heard learned counsel for complainant and perused the case file.
15. As described above, complainant had filed a complaint before Haryana Real Estate Regulatory Authority, Gurugram, seeking delay possession charges of the amount, which has already been allowed by the Authority, vide order dated 30.03.2022. A copy of such order is on the record. Allowing said complaint, the Authority has directed the respondent to pay interest at the rate of 9.30% p.a. for every month of delay on the amount paid by them

(complainants) from due date of offer of possession till actual handing over the possession of unit.

16. 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 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.**


17. Needless to say that complainant did not wish to withdraw from the project but same 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 makes it clear 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

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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 landing rate plus 2%. 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 case of refund of the amount described above.

18. When complainant has already been allowed delayed possession compensation, no reason to allow separate compensation for the delay in completion of construction. Complaint in hands is thus dismissed. File be consigned to record room.

Announced in open court today i.e. on 21.05.2025.


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