

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint no. : 4877 of 2022
Date of filing: 18.07.2022
Date of decision : 22.04.2025

Mr. KS Sangari and Ginni Singh Sangari
R/o: - C-8, Varun CGHS, Plot no. 3, sector 52,
Gurugram.

Complainants

Versus

M/s Athena Infrastructure Limited
Regd. Office At: M-62 & 63, 1st floor, Connaught
place, New Delhi-110001.

Respondent

CORAM:

Arun Kumar
Vijay Kumar Goyal
Ashok Sangwan

Chairperson
Member
Member

APPEARANCE:

Dr. Sham Taneja (Advocate)
Shri. Rahul Yadav (Advocate)

Complainants
Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, 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 tabular form:

S. N.	Particulars	Details	
1.	Name of the project	Enigma, Sector-110, Gurgaon	
2.	Project type	Group housing project	
3.	Unit no.	142, 14th floor, Block C (As per page no. 57 of complaint)	174, 17th floor, block A [pg. 111 of complaint]
4.	Plot area admeasuring	2605.54 sq. ft. each (As per page no. 63 of complaint)	2569.15 sq. ft. area [pg. 118 of complaint]
5.	Date of allotment letter	23.08.2011 (As per page no. 57 of complaint)	15.03.2016 [pg. 111 of complaint]
6.	BBA	12.08.2011 [pg. 59 of complaint]	28.03.2016 [pg. 114 of complaint]
7.	Possession clause	<i>As per Clause 21 The developer shall complete the construction of the said building/unit within a period of 3 years with a six months grace period from the date of execution of BBA.</i>	<i>As per Clause 21 The developer shall complete the construction of the said building/unit within a period of 3 years with a six months grace period from the date of execution of BBA.</i>
8.	Due date of possession	12.02.2015 (Due date as per clause 21 i.e., 12.08.2011 + 6 months grace period) Grace- period is allowed	28.09.2019 (Due date as per clause 21 i.e., 28.03.2016 + 6 months grace period) Grace- period is allowed
9.	Total sale consideration	NA	₹ 1,69,19,998/- (pg. 63 of the complaint)
10.	Amount paid by the complainants as per SOA dated 16.06.2022	NA	₹ 1,93,41,278/- [pg. 94 of the complaint]
11.	Occupation certificate	NA	06.04.2018

			[pg. 146 of complaint]
12.	Offer of possession	NA	27.11.2018
			[pg. 138 of complaint]

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

- a. That being persuaded by various advertisements in print and as well as in electronic media, the complainants have applied for allotment of a flat/unit in a residential group housing colony known as 'Indiabulls Enigma' consisting of car parks at stilt and basement level and residential flats, staircases, lifts and passages with rights in the common areas, situated at village Pawala Khusrupur, Sector 110, Gurugram, Haryana, on the land measuring 19.856 acres.
- b. That the representatives of respondent informed and assured the complainants that the development/construction at the project site has already been started and the possession of the said unit shall be handed over within 3 years from the date of FBA execution with a grace period of 6 months. Thus, believing upon the representations and assurances of the respondent, the complainants booked a unit vide their application dated 21st February 2011 and by paying a booking amount of ₹5,00,000/- on 23rd March 2011.
- c. That in pursuance to the aforesaid booking the respondent has allotted a 4 BHK + SQ flat/unit no. 142 in Tower C on the 14th floor at 'Indiabulls Enigma' Sector 110, Gurgaon measuring a super area of 3350 sq ft with two 'covered' car parking for a total basic sale consideration of ₹1,83,70,750/- (excluding taxes, as applicable).
- d. That the complainants at the time of booking asked the respondent to execute the 'buyer's agreement' but the respondent gave false excuses and delayed stating or another reasons. Thereafter, the

respondent created an undue pressure to give money as per its demands without executing 'buyer's agreement' and it is also to state that within that said time period the complainants had already paid an amount of ₹17,16,000/- before execution of 'Agreement to Sale'. Thus, after an intense persuasion the 'flat buyer's agreement' was executed on 12th August 2011, well about 5 months after the booking of the captioned unit.

- e. That the captioned unit was booked under the 'Construction-Linked Plan' with 'Payment Schedule' as given in annexure -1 of the FBA dated 12th August 2011. It is pertinent to mention that the complainants availed a home-loan facility from the respondent's sister concern, M/s Indiabulls Housing Finance Limited (IBHFL) to an extent of ₹40.00 lacs for making timely payments to the respondent in terms of a 'Tripartite Agreement' and till date had paid 100% of the sale consideration of Rs. 1,93,41,278/- (including applicable taxes) to the respondent. It is further submitted that the entire home-loan has been repaid by the complainants and issuance of the required NOC as well as discharging of mortgaged property title is under process by the financier i.e., IBHF.
- f. That the complainants have paid their hard-earned money and life savings in a hope to reside peacefully in their dream home and fulfilled each and every demand of the respondent that have arisen from time to time, thus till date 100% of sale consideration amounting to Rs. 1,93,41,278/- has been paid to the respondent for the said Unit No. A-174, Tower A, 17th Floor [earlier C-142, Tower C, 14th Floor] of 'Indiabulls Enigma' Sector 110, Gurugram, Haryana. The complainants have made payments on the demands of the

respondent and the same were duly accepted and receipts were provided against all the payments.

- g. That the possession time for handing over of the residential unit in Real Estate Project 'Indiabulls Enigma' after obtaining the required 'OC' from the competent authority had been within three years with a six months grace period thereon from the date of execution of the Flat Buyer's Agreement dated 12th August 2011, which works out to be 12th February, 2015. The project had been running much behind schedule and there seems no possibility of handing over possession of the captioned unit in the near future.
- h. That the first complainant being an Air Force Officer used to stay on duty away from home and used to visit Gurugram once in a year on vacations. During their visit to project site in mid-2015, the complainants were aghast to notice that the construction activity was stand still and there seemed to be no scope of completing the project (particularly Tower 'C', where the captioned unit was located) in near future. In a meeting with Mr. Rajeev Malhan (Vice President, Indiabulls Real Estate Ltd)) and Mr. Ankur (GM, Sales) on 22nd July 2015, they offered them another unit in Tower 'A' with similar specifications and with same price in 'exchange' on a nominal 'unit transfer charges' of ₹10,000/- with an assurance that the same will be delivered within few months since its construction is going on in much faster rate. In pursuant to another meeting on 3rd November 2015 with follow-up email dated 11th November 2015, the respondent issued a provisional allotment letter dated 15th March, 2016 for allotting a 4-BHK+SQ (2) bearing unit no. A-174 on

17th floor in tower 'A' with two nos. of covered (basement) parking spaces.

- i. That the complainants were surprised and shocked when the respondent showed them a very cleverly drafted fresh/second 'FBA', wherein the due date of possession was mentioned as 3 years from the date of its execution with 6 months 'grace period' and it was totally in contravention to their discussions of 'exchange offer'. On confrontation, the respondent replied that this being a 'standard FBA format' which they can't change and also threatened the complainants to cancel/forfeit the amount already paid to them, if they don't sign the fresh FBA. Having no other options at their disposal, the complainants signed on the dotted lines of FBA dated 28th March 2016 under undue influence of losing their hard-earned money.
- j. That the payment terms of the purported 'FBA' dated 28th March 2016 were also construction-linked spread over a period of three years [similar to the first 'FBA' dated 12th August 2011], however, in actual 95% payment of the said unit was already made much before execution of second 'FBA'. Thus, there was no meaning of construction-linked payment plan with possession time of 42 months from the date of 'FBA' execution. It is pertinent to state that the 'Intimation of Installment' dated 3rd August 2018, specifically mentions the due date of 'Commencement of Finishing Work' of unit A-174 as 19th September 2015, while the second 'FBA' for the same Unit was executed only on 28th March, 2016 [much after the commencement of finishing work]. No cannon of law entitles the respondent to take the advantageous stand of both the FBA's due to

its dominant position. Either it has to follow all the covenants of one 'FBA' in entirety or all the terms of another, but not the 'mixture' of both. There can be two options available i.e., if the payment schedule of First 'FBA dated 12th August 2011' is considered, then the due possession time should also be considered in accordance with this 'FBA' and if the due possession time of Second 'FBA dated 28th March 2016' is considered, then the payment schedule should also be considered of this 'FBA'

- k. That the dominant and completely biased position of the respondent promoter against the complainants is also visible from their actions and conduct, wherein they executed several FBAs with other customers in the same Tower 'C' by mentioning the 'Due Possession Time' as 'ten months with 6 months grace period', notable cases are:

S.No.	Customer's Name	FBA Execution Date	Tower/ Unit	Possession Time
1	Unique Engineers Pvt Ltd (RERA-GRG-4604 of 2022)	2 nd May 2014	12C-3, 12 th Floor	10 Months+6 Months Grace
2	Madhukar Mishra of (RERA-GRG-584 of 2021)	5 th June 2014	C-201, 20 th Floor	10 Months+6 Months Grace

- l. That on one fine day of 27th November 2018, the complainants received following three letters from the 'Customer Care' team of the respondent:

Offer of Possession of Flat A-174 demanding an amount of ₹6,22,028/-

Maintenance Charges for Unit A-174 amounting to ₹83,013/- as a '6' months advance; and

Registration process of Flat No. A-174 including a 'Stamp Duty Demand of ₹10,46,300/- plus ₹62,500/- as cost of executing 'Conveyance Deed';

informing that the captioned flat no. A-174 is ready for possession, however, there was no mention of status of 'Occupation Certificate', whether received or not. The complainants visited the project site on 1st December 2018 and were shocked to see the progress of the project, which was nowhere in possession state as purportedly claimed in their 'Offer of Possession' letter dated 27th November, 2018. On enquiry at the project site, the administrative staff of the respondent also revealed that they have not received the 'Occupation Certificate' yet, though they have applied for the same to the DTCP Haryana.

- m. That the respondent had failed to communicate about the status of 'Occupation Certificate' to the complainants till date. The fact remains that till date construction work at the site is still pending and the basic amenities like approach road, club premises etc. are not available. It is also pertinent to mention that in their written statement in case entitled Madhukar Mishra vs Athena Infrastructure Limited (RERA-GRG-Complaint No. 584 of 2021), it was stated that the 'OC' for Tower 'C' was applied on 19th April 2021 and the respondent got it on 12th October 2021.
- n. That the promoter respondent has miserably failed to hand over the possession of captioned flat on its due date of possession, he is liable to pay the interest for every month of delay till handing over of the possession at the prescribed rate as envisaged under Section 18(1) of the 'Real Estate (Registration & Development) Act 2016'. The

delay period from the due possession date till date of filing of this complaint i.e. 12th July 2022 works out to be 7 years 5 months and following is the interest rate as prescribed under Rule 15 of the RERA Rules on the deposited amount (Rs1,93,41,278/-), the simple interest amounts to Rs1,33,46,642/-. In addition, the pendent-lite and future interest till handing over possession of the unit works out to be Rs1,49,895/- per month.

- o. That during the construction of the project 'Indiabulls Enigma', the respondent had unilaterally revised the 'Building Plan' bringing in a subsidiary of Indiabulls, namely Virali Properties Ltd, wherein additional 4 Floors were added in Towers A to D, making it to Ground+21 Floors as against original Ground+17 Floors. This increase in Floors/FAR resulted in changed entire theme of the Project, disturbed the population density of the Group Housing Colony and its basic design attraction and will create an extra burden on the common amenities and facilities.
- p. That the increased saleable area beyond the original plan will lead to strain on the common facilities like open areas, car parking space, club facilities, swimming pool usage etc. as with an increase in population density the ease of use of common facilities has been seriously compromised against the complainant's interests. Moreover, the strength of the structure of Towers A to D has been compromised, wherein the 'Foundation' designed and built for Ground+17 Floors would not withstand the additional load of 'four' floors. It is pertinent to mention that on the date of 'Revised Building Plan' approval [wherein '4' floors were added to an earlier approved G+17 floor building], the thirteenth-floor slab of Tower 'C' had

already been commenced as per the 'Intimation of Installment' Ref No. En/C142/20130614/10/2350 dated 14th June, 2013. Thus, the foundation and specifications which were designed and already constructed up to 13th Floors had been compromised by addition '4' floors in the revised building plan.

- q. That the unlawful act of increasing the FAR, the respondent referred to an obscure notice released by the respondent in non-descript newspaper(s) advertising the said change in Building Plan. This unconscionable act is clear violation of legal mandate, wherein the developer is required to invite objections from allottees of the Project before seeking any revision in the original building plan. It is pertinent to mention that the respondent had complete contact details of all the allottees including phone nos. and email ID, where it has been doing regular communication, yet the respondent never communicated any intention or action to revise the sanctioned building plans. It is worthwhile to mention that the respondent has been sending various communications and demands through emails, but it has conveniently avoided to take approval of the complainants for the major changes in sanctioned Plans which has changed the fundamental nature of the Project.
- r. That the representative of the complainant had paid several visits at the Project site and noticed serious quality issues with respect to the construction carried out by the respondent till now. The flats were sold by representing that the same shall be luxurious apartment, however, all such representations seem to have been made just to lure complainants to purchase the flats at extremely high prices. The respondent has compromised with levels of quality and are guilty of

mis-selling. The respondent marketed this luxury high-end apartment, but have compromised even with basic features, designs and quality to save costs. The constructed structure is of extremely poor quality and is totally unplanned with sub-standard, low-grade and defective materials.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
 - a. Direct the respondent to pay interest on the total amount of ₹1,93,41,278/- paid by the complainant for the delayed period of 7 years 5 months (from the due date of possession i.e. from 12th February 2015 till filing of this complaint i.e. 12th July 2022) at the prescribed rate of interest.
 - b. Direct the respondent to pay monthly interest on the total amount of ₹1,93,41,278/- paid by the complainant for the pendent-lite and future period till handing over possession at the prescribed rate of interest.
 - c. Direct the respondent to pay Rs 1.0 lac as the litigation cost.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has contested the complaint on the following grounds:
 - a. That the instant complaint filed by the complainants is outside the purview of the Hon'ble Authority, since the complainants looking into the financial viability of the project and its future monetary benefits willingly approached the respondent and applied for

provisional reservation of a group housing apartment in the project, and in return thereof the answering respondent accepting the said request of the complainants provisionally allotted them a unit no. C142, situated on the 14th Floor of Tower C, having and approximate super area of 3400 sq. ft. (hereinafter referred to as 'first unit').

- b. That, pursuant to the provisional allotment, the complainants executed a builder buyers' agreement (BBA) dated 12.08.2011 with the answering respondent post understanding the terms & conditions of the said agreement. That as per the agreed terms of the builder buyer's agreement the complainants were aware of the fact that the answering respondent shall endeavour to complete the construction of the said building/unit within the stipulated time as mentioned in the said agreement.
- c. That the complainants on 23.07.2015 approached the answering respondent wherein informing the respondent that the location of the first unit provisionally allotted to the complainants is having park/pool facing, and they are interest for a unit having Dwarka Expressway facing. As such the complainants made a request to the answering respondent to swap their provisional allotment from the existing unit to another unit having location/ facing of their preference. That the complainants also made a request to the answering respondent for adjusting the amount already paid by them towards the first unit against the new swapped unit.
- d. That basis of the request made by the complainants, the answering respondent agreed to swap the existing provisional allotment of the complainants to another residential unit being no. 174, situated

on the 17th Floor of Tower-A in the same project of the answering respondent (hereinafter referred to as 'subject unit') on 15.03.2016.

- e. That basis of the arrangement agreed between the complainants and the answering respondent, the complainants executed a fresh builder buyers' agreement on 28.03.2016 with the answering respondent for the subject unit, wherein the complainants were fully aware of the fact that the answering respondent shall endeavour to complete the construction of the said building/unit" within the stipulated time as mentioned in the said agreement.
- f. That the answering respondent after completing the construction of the alleged tower wherein the unit was booked by the complainants applied for grant of occupational certificate before the Director, Town and Planning Department, Chandigarh (Haryana) on 21.11.2017, and the same was granted on 06.04.2018 by the Director, Town and Planning Department, Chandigarh (Haryana).
- g. That subsequent to receipt of the occupational certificate, the answering respondent had within the stipulated time period as agreed in the agreement dated 28.03.2016 offered the complainants possession of the subject unit on 03.08.2018, further calling upon the complainants to take the physical possession of the subject unit after remitting the balance sale consideration due against the subject unit.
- h. That despite offer of possession by the answering respondent within the agreed time period, the complainants have till date neither taken the physical handover of the subject unit, nor have

made clear the balance outstanding due against the subject unit. It is submitted that as per the terms of the agreement, it was specifically agreed that in the eventuality of any dispute, if any, with respect to the subject transferred unit, the same shall be adjudicated through the arbitration mechanism as detailed therein. Thus, in view of above Section 49 of BBA, it is humbly submitted that, the dispute, if any, between the parties are to be referred to arbitration. Thus, the complainants are contractually and statutorily barred from invoking the jurisdiction of the Hon'ble Authority. Moreover, no cause of action ever arose in favour of the complainants and against the respondent. Further the present complaint is liable to be dismissed on the sole ground.

- i. It is respectfully submitted that the relationship between the complainants and the respondent is governed by the document dated 28.03.2016 executed between them. It is pertinent to mention herein that the instant complaint of the complainant is further falsifying their claim from the very fact that, the complainants have filed the instant claim on the alleged delay in delivery of possession of the provisionally booked unit however the said claim are wrong and baseless since the answering respondent has within the agreed stipulated time period offered the possession of the subject unit to the complainants on 03.08.2018 as such the present complaint is liable to be dismissed for the said reason alone.
- j. It is stated that the complainants have not come before the Hon'ble Authority with clean hands and wishes to take advantage of the provisions of the RERA, which have been propagated for the

- benefit of innocent Customer(s) who are end-users and not like the complainants in the present complaint.
- k. It is submitted that the complainants willingly and for their own benefit got their provisional booking swapped into a new unit in the same project of the answering respondent. It is pertinent to mention herein that the complainant was very well aware of the construction stage of the project and knowing well the proposed time for possession purchased the subject unit with a speculative intent having sole purpose of investment and monetary gains out of the said investment. Since there is a recession in the real estate market, the complainants are now levying bald and baseless allegations against the respondent by way of the present complaint.
- l. It is submitted that the complainant cannot be made entitled for the monetary relief sought by them in the present complaint, sine the swapping of the unit was done on their own behest, and upon execution of the BBA dated 28.03.2016 for the subject unit, they cannot go back claiming interest for the period they were not the allottee of the subject unit. It is pertinent to mention herein that the complainants became the allottee of the subject unit on 15.03.2016 as such they are not legally entitled to claim any monetary benefits in the subject unit for the period, they were not its allottee.
- m. It is submitted that the present complaint is not maintainable, and the period of delivery as defined in clause 21 of BBA dated 28.03.2016 is not sacrosanct as in the said clause it is clearly stated that "the Developer shall endeavour to complete the construction

of the said building/unit" within the stipulated time. Clause 21 of the said agreement has been given a selective reading by the complainant even though he conveniently relies on same.

- n. The reading of the said clause clearly explains the time period of delivery of the subject unit as agreed upon between the complainants and the answering respondent. That the answering respondent offered the possession of the subject unit to the complainants well within the said stipulated time period as such there is no delay as alleged by the complainants in their complaint.
 - o. It is pertinent to mention herein that the BBA that has been referred to, for the purpose of getting the adjudication of the instant complaint i.e. the flat buyer agreement dated 28.03.2016 got executed much prior to coming into force of the RERA Act, 2016 and the HA-RERA Rules, 2017. Further the adjudication of the instant complaint for the purpose of granting interest, as provided under RERA ACT, 2016 has to be in reference to the flat buyer's agreement for sale executed in terms of said Act and said Rules and no other agreement, whereas the BBA being referred to or looked into in these proceedings is an agreement executed much before the commencement of RERA and such agreement as referred herein above. Hence, cannot be relied upon till such time the new agreement to sell is executed between the parties. Thus, in view of the submissions made above, no relief can be granted to the complainants on the basis of the new agreement to sell as per RERA, Act 2016.
5. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be



decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

6. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

8. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

9. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation



which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainant.

F.I. Direct the respondent to pay interest on the total amount of ₹1,93,41,278/- paid by the complainant for the delayed period of 7 years 5 months (from the due date of possession i.e. from 12th February 2015 till filing of this complaint i.e. 12th July 2022) at the prescribed rate of interest.

F.II. Direct the respondent to pay monthly interest on the total amount of ₹1,93,41,278/- paid by the complainant for the pendent-lite and future period till handing over possession at the prescribed rate of interest.

10. In the present complaint, the complainant the complainant booked the unit bearing no. C 142 14th floor, tower C in the year 2011. The buyer's agreement was executed in this regard on 12.08.2011. As per clause 21 of the said agreement the due date of possession comes out to be 12.02.2015. The complainant further states in its complaint that in the year 2015, the complainant approach the respondent to clarify the status of the project when the construction of the allotted unit was not completed. Upon the respondent's assurance to offer another unit situated in Tower A of the same project where the construction was nearby completion, the complainant on 23.07.2015 requested the respondent for swapping the allotted unit. Following this, a new Buyer's Agreement was executed on 28.03.2016 for Unit No. A-174, located on the 17th floor of Block A. According to Clause 21 of this new agreement, the revised possession date was 28.09.2019. The respondent subsequently obtained the Occupation Certificate from the competent authority on 06.04.2018 and offered possession of the newly allotted unit to the complainant on 27.11.2018 i.e., before the due date of handing over of possession. The complainant/allottee is obligated to take possession of the subject unit within 2 months from the date of valid offer of possession after receipt of occupation certificate from the competent Authority in terms of Section 19(10) of the Act, 2016.



11. Accordingly, no delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement executed between the parties is established. Therefore, no case of delay possession charges payable under section 18 of the Act, 2016 is made out.

F.III. Direct the respondent to pay ₹1.0 lac as the litigation cost.

12. In the above-mentioned relief, the complainants sought the compensation and Hon'ble Supreme Court of India in case titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. (2021-2022(1) RCR(C) 357*), has held that an allottee is entitled to claim compensation under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

13. Complaint stands disposed of.

14. File be consigned to registry.

(Ashok Sangwan)
Member

(Arun Kumar)
Chairperson

(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date: 22.04.2025