

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

Complaint No.2681-2024

Date of Decision: 29.07.2025

1. Mrs. Ishani Vashisht, 2. Mrs. Divyani Vashisht, both Ds/o Wg. Cdr.(R) Ajay Vasisht, acting through POA holder Wg. Cdr.(R) Ajay Vasisht, Rs/o B-1/1075, Vasant Kunj, New Delhi- 110070.

Complainants

Versus

M/s Ansal Housing Ltd. Office at Indra Praksh Building, 606, 6th Floor, 21, Barakhamba Road, New Delhi-110001.

Respondent

APPEARANCE

**For Complainants:
For Respondent**

**Mr. Shayon Chakrabarti, Advocate
None for respondent.**

ORDER

1. This is a complaint filed by Mrs. Ishani Vashisht and Mrs. Divyani Vashisht, acting through POA holder Wg. Cdr.(R) Ajay Vasisht, (allottees), under section 31 read with section 71 and 72 of the Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) and Rule 29 of the Haryana Real Estate (Regulation and Development) Rules 2017 against Ansal Housing and Construction Limited (promoter).

2. In brief, facts of the complainant's case are that they (complainants) became the second owner by purchasing Unit No. FF-121 IIInd floor at Ansal Hub 83 Boulevard, Sector-83, Gurugram by way of transfer through sale deed dated 26.02.2014 from earlier purchaser, namely Mr. Joginder Singh. They (complainants) paid total sale consideration i.e. 34,09,995 rupees along with premium of Rs.29,18,533.47/- which included service tax and other charges paid by original allottee and also the balance amount to be paid to the respondent as per payment plan.

3. That the respondent through its officials Mr. Aninday Ganguly, Mr. Ranjita Krishnan, Mr. Navtej etc. made several promises to them (complainants), however the respondent failed to fulfil the promises. The acts of the respondent caused immense mental agony upon the complainants and their family members. Complainants have also been issued a threat letter dated 10.01.2020 threatening to cancel the allotted shop. Astonished on the said atrocious behaviour, they (complainants) sought a meeting with Mr. Navtej from the respondent side which fell in deaf ears of latters.

4. That they (complainants) had remitted to the tune of Rs.29,18,533.47/- out of the total amount of Rs.34,09,995/- i.e. 85% of sale consideration. The project in question remained far from completion and

hence the complainant being aggrieved was forced to knock at the doors of the Hon'ble Haryana RERA seeking refund of amount. The complaint titled 'Ishani Vashisht v. Ansal Housing Ltd.' bearing no. CR/1901/2021 was finally decided by the Hon'ble Authority in favour of them (complainants) vide judgment/order dated 28.03.2023. Hon'ble Authority granted liberty to them (complainants) to approach the adjudicating officer for compensation in view of Para 33 of the judgment.

5. That the respondent, despite directions of the Hon'ble Authority has failed to comply with directions and hence the complainants were again constrained to initiate proceedings in the form of execution proceedings bearing no. E/52/2024/1804/2021 pending before this Hon'ble Court.

6. That despite running from pillar to post, the respondent has deliberately taken the hard-earned money of the complainants and thereafter harassed them (complainants) by not delivering the unit and by not paying the outstanding dues in terms of the order of the Authority. The complainants have been constrained to engage Advocates to litigate against the respondent solely due to the acts of the respondent. It is trite law that the respondent shall not be allowed to take advantage of its own wrong doing and hence the complainant is constrained to seek amounts

towards Legal Fees and Compensation. The complainants are entitled for loss of rental, loss of property value, interest, compensation, legal fees etc.

7. Citing the facts as mentioned above, the complainants have prayed for following reliefs: -

- I. To award compensation towards mental agony, paid and harassment suffered by the complainants at the hands of the respondent, to the tune of Rs.5,00,000/-.
- II. To award compensation towards legal costs and expenses for prosecution, to the tune of Rs.1,98,072/- (Rs.138072 + 15,000 + 45,000).
- III. To award compensation towards the loss of rental to the tune of Rs.44,000/- per month.
- IV. To award compensation towards the loss of opportunity/return on investment to the tune of Rs.60,00,000/-.
- V. To award interest at the rate of MCLR + 2% along with the abovementioned prayers I, II, III and IV.
- VI. To pass any other order/reliefs as it may deem fit.

8. The respondent did not opt to contest the claim despite service of notice through e-mail as well as by speed post. It was proceeded exparte and its defence was struck off, vide order dated 23.08.2024.

9. Complainants filed affidavit in support of their claim. I have heard learned counsel for complainants and perused the record.

10. It is pointed out that complaint No. 1901/2021 filed by present complainants has already been allowed by the Authority vide order dated 28.03.2023. Complainants have been allowed refund of entire amount paid by them (complainants) along with interest at rate of 10.70% per annum from the date of each payment till the actual date of refund of the deposited amount.

11. As stated earlier, the respondent did not opt to contest the claim despite service of notice. A presumption arises that the respondent did not dispute the facts of the case, as claimed by the complainants. Even otherwise, in their affidavit filed in evidence, the complainant reiterated facts of their case on oath. I see no reason to disbelieve the complainants.

12. A complaint filed by present complainants i.e. complaint no. 1901 of 2021 seeking refund of the amount was allowed by the Authority observing that non-compliance of the mandate contained in section 11 (4) (a) read with section 18 (1) of the Act of 2016 on the part of the respondent was established.

13. 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.**

14. In these circumstances, when promoter/respondent failed to complete or unable to give possession of unit to the complainants and the latter sought refund of the amount by withdrawing from the project, they (complainants) were entitled for the refund of the amount as well as compensation in the manner as prescribed under the Act.

15. Section 72 of the Act of 2016 prescribes the factors which are taken into consideration by the Adjudicating Officer while determining quantum of compensation, which are: -

- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;
- (b) the amount of loss caused as a result of the default;
- (c) the repetitive nature of the default;
- (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

16. Apparently the promoter/respondent used money paid by the complainants and got unfair advantage causing consequential loss to the complainants. As noted by the Authority while deciding complaint filed by

complainants referred above, due date of possession of unit was 07.12.2015. Out of basic sale price of Rs.35,80,494/- the complainants had paid a sum of Rs.2918533.47/- i.e. about 85% of entire sale consideration. Out of said amount, a sum of Rs.1355660/- was paid on 01.04.2014 along with signing of agreement. The Authority directed refund of the amount through order dated 28.03.2023. Same allowed 90 days' time to the respondent to make payment i.e. till 28.06.2023. In this way, the respondent used money paid by complainants for more than 9 years.

17. I agree with learned counsel for complainants claiming that prices of real estate (commercial, as the subject unit was,) have been skyrocketed in Millenium City, Gurugram in last decade. According to **"Money Tree Realty"** year over year capital appreciation growth in Gurugram in last 10 years remained 30% to 37%. **"AI Overview"** mentions this growth in last decade as 100%, stating as follows: -

"Property transformation from a satellite town to a global hub for luxury housing, premium commercial spaces and advanced infrastructure has been nothing short of spectacular. This boom from 2015 to 2025 has been driven by a perfect storm of factors including a burgeoning corporate ecosystem, strategic infrastructure development and a strong influx of investment from both domestic and NRI buyers. This period has seen an unprecedented appreciation in property values across all segments, making Gurgaon a top-tier investment destination".

18. The observation of aforesaid website is not a conclusive evidence of the fact as how much appreciation, commercial property, has seen in last decade. Even then, taking lower end, this Forum concludes that commercial property would have risen at least by 30%. As mentioned above, complainants paid Rs.2918533.47, 30% of which comes out to be Rs.875560.4 rounding up the figure, a sum of Rs.8 lacs is allowed to the complainants in the name of loss/return on investment. However, same have claimed a sum of Rs.60 lacs, which appears to be excessive.

19. The complainants have sought a sum of Rs.5,00,000/- towards mental agony, pain and harassment suffered by the same at the hands of respondent. Apparently when complainants paid about 85% of sale consideration but failed to get possession of their dream unit, all this caused mental agony, pain and harassment to them. Complainants are stated to be self-employed and daughters of an Army Officer. Same are allowed a sum of Rs.2,00,000/- on this count.

20. The complainants have sought legal cost of Rs.45,000/- for engaging an advocate, for contest this complaint and a sum of Rs.1,38,072/- for contesting complaint filed before the Authority. Apparently, the complainants were represented by a Counsel in this case. Same are allowed a sum of Rs.45,000/- as legal expenses. However, there

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is no reason to allow litigation cost for complaint, which was filed before and decided by the Authority. The complainants could have claimed litigation expenses from the Authority at the time when said matter was decided.

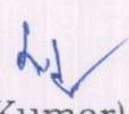
21. The complainants have also requested rental loss to the tune of Rs.44,000/- per month, which is stated to be average market rent. When complainants have been allowed a sum of Rs.8 lacs for loss on investment etc., no reason to allow rental loss. Request in this regard is thus, declined.

22. The respondent is directed to pay aforesaid amounts of compensation to the complainants along with interest at the rate of 10.5% per annum from the date of this order, till realization of amount.

23. The complaint is thus disposed of.

24. File be consigned to record room.

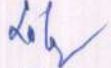
Announced in open court today i.e. on 29.07.2025.


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

Present: Mr. Shayon Chakrabarti, Advocate for complainants.
Respondent exparte vide order dated 23.08.2024.

Complaint is disposed of vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
29.07.2025