

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

**Complaint no. : 2840-2023**  
**Date of order : 27.08.2025**

1. Tulsi Das Arora,
2. Sunita Arora,

Both residents of C-78 Sushant Lok-II, Sector-56, Gurugram, Haryana

**Complainants**

**Versus**

M/s. Vatika Limited, Unit A002, INXT City Centre, Ground Floor,  
Block A, Sector-83, Vatika India Next, Gurugram, Haryana

**Respondent**

**APPEARANCE:**

For Complainants:

Mr. Kuldeep Kumar Kohli,  
Advocate.

For Respondent:

Mr. Pankaj Chandola, Advocate.

**ORDER**

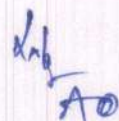
1. This is a complaint filed by Mr. Tulsi Das Arora and Ms Sunita Arora (allottees) under section 18 (3) and 19 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s Vatika Limited (promoter).

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2. According to complainants, they applied for a Unit No. 48/240/Duplex/BR in the project under the name and style of **"residential Plotted Colony"** of respondent on 06.01.2010. The project named **"Bellevue Residents"** later renamed as **"Signature 2 Village"** **Sector 82, Gurugram** on 393.358 acres of land, is a residential plotted colony, approved vide DTCP License No. 113 of 2008 dated 01.06.2008 with validity of the registration up to 31.05.2018. They (complainants) initially paid an amount of Rs.20,58,625/- to the respondent on 06.01.2010 and 02.08.2010 before executing the Builder's Buyer Agreement (BBA) which was executed on 29.10.2010. Total sale consideration of the unit was Rs.94,13,125/- out of which, they (allottees), paid Rs.86,55,828/-.

3. That there remained a delay of 10 months in execution of the BBA from the date of receipt of first payment. As per BBA, due date of delivery of unit was 29.10.2013. However, the delay of 118 months was occurred purely on account of negligence on the part of the respondent.

4. That they (complainants) suffered loss of rent, that could have been accrued, from the date of possession. The respondent is liable to pay amount of rent, paid by the complainant. That the current market rate of rent about similar property in same location is

  
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Rs.60,000/- P.M. The total delay in delivery of possession from due date of possession is 118 months. Therefore, the total rent lost for 118 months will be  $118 \times 60,000/- = \text{Rs.}70,80,000/-$ .

5. That the complainants are entitled to be paid a sum of Rs. 5,00,000/- mental agony, physical torture and pain and the resultant sufferings of the family who are directly impacted by such behaviour of the respondent.

6. That the complainants are being represented by a law firm. The complainants have incurred an expense of approximately Rs.3.00 lacs in pursuing the matter initially before the Hon'ble Authority, Gurugram and subsequently by filing a petition for execution and now the complaint has been moved. The complainants are entitled for Rs.3.00 lacs as compensation for the said purpose by engaging a law firm.

7. After apart from all this, complainants prayed for any other relief, which Adjudicating Officer may deem fit, to be paid by the respondent.

8. Respondent contested the complaint by filling written reply. It is averred by it (respondent) that the allottees(complainants) have not come with clean hand. They (complainants) booked a unit vide application form dated 06.01.2010 admeasuring 240 sq. yards in the project '**Bellevue Residencies**' in '**Vatika India Next**'.

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9. That the claim of the complainants is not maintainable as the complainants in the present matter had previously filed a complaint bearing No.106 of 2022 before learned Authority seeking the relief of possession along with interest for delayed possession under proviso of Clause 1 of Section 18 of the Act, 2016. This provision categorially states that an allottee is entitled for the relief of compensation only in case when the Allottee wishes to exit from the project and not in the present case, where the complainants are already having possession of their unit and have already been granted relief of delayed possession compensation by learned Authority.
10. That on 29.10.2010, a BBA was executed between the complainants and the respondent, wherein the Plot bearing No. 8/240/Duplex/BR was allotted to them (complainants) for total sale consideration of Rs. 1,03,65,125/- The complainants were re-allotted unit bearing No. 35/240/Duplex/82D1-3 in said project.
11. That the complainants requested to the respondent-company for a change of payment plan from Special Home Loan Linked Plan to the Construction Linked Payment Plan and their request was approved by the respondent due to which total sale consideration of said unit was also changed from Rs. 1,03,65,125/- to Rs. 94,13,125/-.
12. That despite great hindrances in construction of the project, the respondent managed to complete the construction and obtained Occupation Certificate. A demand of Rs. 43,93,168.11 was raised by sending a reminder to complainants dated 22.02.2022. The

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respondent had already offered the possession vide Intimation of Possession Letter on 22.02.2022, therefore, as per the order dated 28.02.2023, the complainants shall be paid delay possession charges, if any, from 29.10.2013 to 22.02.2022 i.e. date on intimation of possession.

13. That in view of above circumstances, the complainants do not deserve any relief whatsoever.

14. Contending all this, the respondent prayed that the complaint may be dismissed, in the interest of justice.

15. Both of parties filed affidavits in support of their claims.

16. I have heard learned counsels for both of the parties and perused the record.

17. During deliberations, it is pointed out that present complainants approached Haryana Real Estate Regulatory Authority, Gurugram, by filing a complaint no. 106 of 2022 which was decided by the Authority through order dated 28.02.2023. The Authority directed respondent to pay to the complainants interest the prescribed rate of 10.70% per annum for every month of delay from the due date of possession i.e. 29.10.2013 till actual handing over of possession or offer of possession plus 2 months whichever is earlier.

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18. As per Section 18 (1) of Act of 2016, if promoter fails to complete or is 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.**

19. It is worth mentioning here that complainants did not wish to withdraw from the project but 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 provides 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 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

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State Bank of India higher than marginal cost of landing rate plus 2%. Thus, the provision of interest is in the form of compensation to the buyer when the promoter failed 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.

20. In upholding that the claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project as per Section 18 (1) of Act of 2016, following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **"Greater Noida Industrial Development Authority vs. Ranjan Misra"** Appeal No. 70 of 2023 decided on 20.04.2023-----;

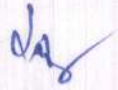
*"13.9. If we closely examine the above two provisions, it comes out that in a case where the Allottee exists the projects, the Act expressly provides INTEREST AND COMPENSATION both, but in cases where the Allottee tends to stay in the project the Allottee is only entitled for interest of every month till the handing over of the possession. Thus, the intention of the legislature was to provide Compensation only to those Allottees who exit the project and not to those who tends to stay in the project."*

21. When complainants have already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow separate compensation for same cause of action i.e. delay in delivering of possession. Complaint in hands is thus dismissed.

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22. File be consigned to record room.


Announced in open court today i.e. on 28.08.2025

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

Present: Mr. Kuldeep Kumar Kohli, Advocate for complainants.  
Mr. Pankaj Chandola, Advocate for respondent.

Clarification sought/fresh arguments heard.

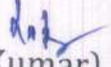
To come for order on 27.08.2025.

  
(Rajender Kumar)  
Adjudicating Officer,  
28.07.2025

Present: Mr. Kuldeep Kumar Kohli, Advocate for complainants.  
Mr. Pankaj Chandola, Advocate for respondent.

Complaint is disposed of vide separate order today.

File be consigned to record room.

  
(Rajender Kumar)  
Adjudicating Officer,  
27.08.2025