

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

Complaint No. 2846 of 2023

Date of Decision: 27.08.2025

**1. Mrs. Usha Kohli W/o Suneel Kohli, 2. Mr. Suneel Kohli S/o
Late Sh. R. P. Kohli, both R/o 1, Vivekananda Colony, Phalka
Bazar, Gwalior, Madhya Pradesh.**

.....Complainants.

Versus

**M/s Ramprastha Promoters and Developers Pvt. Ltd.
Registered Office at Plot No. 114, Sector-44, Gurgaon,
Haryana-122002.**

.....Respondent.

APPEARANCE

**For Complainants: Mr. Kuldeep Kumar Kohli, Advocate.
For Respondent: None (Respondent exparte vide order
dated 28.08.2023).**

ORDER

This is a complaint filed by Mrs. Usha Kohli and Mr. Suneel Kohli (allottees), under section 18 (3) and 19 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against Ramprastha promoters and developers Pvt. Ltd. (promoter/ developer).

2. According to complainants, they approached the respondent for booking of Unit/Flat No. 103, Tower-F, measuring

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1750 sq. ft. in the Project 'Ramprastha City', Sector-37D, Gurugram, Haryana, on 06.09.2011. The respondent allotted the said unit to them (complainants) on 15.11.2011. No builder's buyer agreement (BBA) was executed between the parties. The total sale consideration of the said unit was agreed to be Rs.74,70,738.00. Out of which they (complainants) paid Rs.65,76,424.00. Due date of offer of possession was 31.08.2014.

3. That the respondent took the money from the complainants and utilized the same for some other purposes/ making investments in some other properties but did not complete the project, for which the money was collected from the allottees. All this caused the complainants and their family members physical torture, mental stress, pain and anxiety issues because of the uncertainty in the delivery of the unit. Neither possession has been given till date, nor an alternate plot has been given to them (complainants) and hence the cause of action is continuous cause of action. There has been a delay of 7 years, 10 months and 6 days as on date and the delay is a continuous process.

4. That the respondent is in violation of Section 11 (4) of the Act of 2016. The respondent company has resorted to unfair practices by way of making incorrect, false and misleading

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statements over the possession and thereby violated provisions of Section 12 of Act. The respondent has failed to provide requisite facilities, amenities and services as agreed at the time of booking. That the respondent by using its dominant position is dictating its unreasonable demands to the complainant, without showcasing any proficient progress. The respondent has failed to discharge its obligations imposed upon it under the Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder.

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

- I. To award compensation towards mental agony, physical torture and pain suffered by the complainants at the hands of the respondent, to the tune of Rs.5,00,000/-.
- II. To award compensation towards legal fees and expenses for prosecution, to the tune of Rs.3,00,000/-.
- III. To award compensation towards the loss incurred by the complainants due to rate appreciation in the said property and mental agony and litigation fees, to the tune of Rs.45,29,262.00.
- IV. To pass any other order/reliefs as it may deem fit.

6. The respondent did not opt to contest the claim despite service of notice on its email as well as through speed post. Tracking report, mentions about delivery of notice to respondent on 28.07.2023. It (respondent) was proceeded exparte vide order dated 28.08.2023.

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7. Both of complainants filed affidavits in evidence in support of their claim.
8. I have heard learned counsel appearing on behalf of complainant and perused the record on file.
9. As stated earlier, the respondent did not opt to contest the claim despite service of notice. A presumption arises that the respondent had no objection on the facts of the complaint. Even otherwise both of complainants by filing affidavits in evidence, reaffirmed the facts of their case. On another complaint filed by same complainants i.e. complaint no. 4745/2022 the Authority noted that the respondent vide letter dated 15.11.2011 allotted a flat (3 BHK) bearing no. F-103, "Skyz" in Ramprastha City admeasuring 1750 sq. ft. situated in Sector 37D, Gurugram, for a total sale consideration of Rs.74,70,738/-. Complainants paid a sum of Rs.65,76,424/- till 19.01.2017. In this way, respondent had received more than 90% of the sale consideration. Due date of possession was 31.08.2014 but despite passage of more than 11.2 years (from the date of allotment till date) neither construction was complete, nor possession of subject unit was offered to the allottees/complainants. The Authority through order dated 08.02.2023 directed respondent/promoter to refund the amount i.e. Rs.65,76,424/- received by it from the complainants along with

24/6
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interest at rate 10.60% p.a. from the date of each payment till the actual date of refund of the deposited amount.

10. Section 18 (1) of Act of 2016 provides as- (1) if the 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-----, to return the amount received by him with interest at such rate as may be prescribed in this behalf **including compensation, in the manner as provided under this Act.**

11. In this way, when respondent failed to complete the project and allottees/complainants demanded refund of the amount, the Authority allowed refund of the same on a complaint filed by the complainants, the latter i.e. complainants are entitled for compensation also apart from refund of their amount.

12. As stated earlier, complainants sought compensation of Rs.45,29,262/- for the loss incurred by them due to price appreciation in said property and also for mental agony and legal litigation fees.


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13. As stated earlier, the complainants paid Rs.65,76,424/- till 19.01.2017, the Authority directed respondent to refund said amount vide order dated 08.02.2023, same was granted 90 days' time to comply with order. In this way, the respondent used money paid by the complainants for about 6 years.

14. To substantiate his plea about appreciation in value of residential properties, in Gurugram, the complainants have put on file a screen shot from some real estate site. Market value of 3 BHK apartment having super built-up area 1532- 2155 sq. ft. is shown from Rs.1.61 – 3.49 Crs. plus Government Charges. Although said document is not enough to prove the actual value of similar houses. Even otherwise, even as per this site, there is great variation in the prices ranging from 161 Cr. to 3.49 Cr. Moreover, said quotation is about a project of some other promoter. On being searched about the appreciation of value in residential properties in Gurugram from 2021 (due date of possession in this case) to 2025, it is shown by 'AI Overview' that residential property in Gurugram has been significantly appreciated between 2020 and 2025, some reports show increase of 84% in average of residential prices from Q1 2020 to Q1 2025. Some other sources suggested a 67% rise in average prices over two previous years.


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15. Although these sites are not conclusive evidence about appreciation in prices in real estate sector, Gurugram, a judicial notice can be taken of the fact that prices of immoveable properties (may it be a plot or residential house or commercial unit), have been substantially increased from 2020 to 2025. Taking from lower end, it is presumed that at-least rates of real estate (residential) would have risen about 30% during last decade. 30% of Rs.65,76,424/- comes to Rs.19,72,927/-. An amount of Rs.19,73,000/- (rounded up) is allowed to the complainants as compensation for loss of appreciation in the property, to be paid by the respondent.

16. The complainants have requested for Rs.5,00,000/- as compensation for mental agony, physical torture and pain suffered by them at the hands of respondent. When respondent failed to deliver possession of their dream house, apparently allottees/complainants suffered mental agony and pain. Even otherwise, respondent used said money for its own benefit causing consequential loss to the complainants. The latter are allowed a sum of Rs.1,00,000/- towards mental agony, physical torture and pain suffered by them due to fault of respondent.

17. The complainants further requested for a compensation to the tune of Rs.3 lacs towards legal fees and

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expenses for prosecution. Although no receipt of legal fee paid to their counsel, is filed by the complainants, it is apparent that same were represented by a lawyer during proceedings of this case. Complainants are allowed a sum of Rs.50,000/- as legal expenses, to be paid by the respondent.

18. The respondent is directed to pay aforesaid amounts of compensation along with interest at rate of 10.50% per annum from the date of this order, till realization of this amount.

19. Complaint is thus disposed of.

20. File be consigned to the record room.

Announced in open court today i.e. on 27.08.2025.

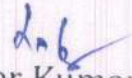

(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate
Regulatory Authority,
Gurugram.

Mrs. Usha Kohli etc. vs. Ramprastha promoters & Developers Pvt. Ltd.
8

Present: Mr. Kuldeep Kumar Kohli, Advocate for complainants.
Respondent exparte vide order dated 28.08.2023.

Complaint is disposed of vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
27.08.2025