

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

**Complaint No. 1711-2024**

**Date of Decision: 05.09.2025**

1. Rajeshwar Kumar Garg son of late Shri Gian Swarup
2. Poonam Garg wife of Sh. Rajeshwar Kumar Garg

Both residents of F-10, Residential Complex, MM University,  
Mullana, Ambala, Haryana, India-1332023.

Complainants

Versus

1. M/s. Bright Buildtech Pvt Ltd, Ace Studio, 7<sup>th</sup> Floor, Plot No. 01B, Greater Noida Expressway, Sector-126, NOIDA-201303.
2. M/s. Lotus Green Developers Pvt Ltd (name changed to Broad Homes Pvt Limited)  
r/o Flat No. 14, Ground Floor, DDA MIG Suraj Apartments, Pul Pehlad Pur, New Delhi-11044.  
**(Name of respondent No.2 was deleted vide order dated 29.07.2025)**

Respondents

**APPEARANCE**

For Complainants:  
For Respondent No.1


Mr Debabrata Dash, Advocate,  
Mr Aishwary Jain, Advocate

**ORDER**

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1. This is a complaint filed by Mr. Rajeshwar Kumar Garg and Ms Poonam Garg, (allottees) under section 31 read with section 37 of The Real Estate (Regulation and Development), Act 2016 (referred to as "Act 2016"), against M/s. Bright Buildtech Pvt Ltd and M/s. Lotus Green Developers Pvt Limited (name changed to Broad Homes Pvt Ltd) being promoters within the meaning of section 2 (zk) of the Act
2. According to complainant (Rajeshwar Kumar Garg), he is a peace loving and law-abiding citizen of India. The complainant, after a distinguished career in the Indian Army and Indian Air Force, had superannuated and was in search of a suitable residence to spend the sunset years of his life.
3. That they (complainants) approached by the respondents, who promoted a residential project named "**Woodview Residences**" in Sector 89 & 90 under the Master Plan of Gurugram, Haryana.
4. That they (complainants) applied for allotment of an independent residential floor unit bearing No. C-62-FF of total area of 1740 sq. ft on the first floor of a 240 sq. yard plot in the project. They made payment of booking amount of Rs. 10,00,000/-,

  
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followed by Rs. 1229/- and then, on demand by respondents, paid an amount of Rs. 10,01,228/- on 27.05.2014. Thereafter, they (complainants) were allotted Dwelling Unit No.C-62-FF on first floor for a total consideration of Rs. 1,24,83,552.53. A copy of the allotment letter is dated 11.02.2015.

5. That they (the complainants) were made to sign pre-formatted Builder Buyer Agreement on 28.07.2015. The delivery of possession was to be done within 36 months from the date of allotment i.e. 10.02.2018. As per the terms of the clause 4.11 of the agreement, all payments were to be made to the account "Lotus Green a/c Woodview Residences". Further an amount of Rs. 11,69,201.75 was transferred by the complainants to respondent by RTGS.

6. However, on site visit during June 2016, complainants found barren land only without any sign of development. When the builder was contacted on phone, it was falsely assured that the work will start soon. The site work progress was subsequently verified on different occasions but to great utter dismay, no progress in development in the allocated unit and project was noticed. The respondents promised the complainants to give


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possession of a world class dwelling unit by 10.02.2018, extracted Rs. 31,83,467.75 on one false pretext or the other.

7. That they (complainants) filed complaint before the Authority for their claim, and after filing reply by the respondents, the Authority vide judgment dated 15.12.2023 allowed the complaint and directed the respondents to refund the paid-up amount of Rs. 31,83,358/- after deducting the earnest money which shall not exceed the 10% of the basic sale consideration of Rs. 1,24,83,552/- to the complainants. The refund should have been made on the date of surrender i.e. 10.05.2018 with interest at the prescribed rate i.e. 10.75% on the balance amount from the date of cancellation till the actual date of refund of the amount within the timelines provided in Rule 16 of the Rules 2017. A period of 90 days was given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

8. That the respondents-promoters have unlawfully kept the complainants' money during the entire period from the first payment in January 2014 till date which was unfair. The complainants suffered huge loss in terms of time, non-construction





and non-delivery of the unit, loss of rental income, loss of appreciation in real estate value. The act of respondent caused grave mental agony, distress and harassment to the complainants, who are senior citizens. The complaint is pertaining to compensation and interest in respect of any matter/grievance covered under Sections 12,14, 18 and 19 or any complaint for failure to comply with any of the provisions of Section 12, 14, 18 and 19 of the Act.

9. That the respondents failed to complete and even to start the construction of the subject unit and failed to give possession of the same till date, even though date of possession was 10.02.2018 as specified in the agreement dated 28.07.2015. As the complainants wished to withdraw from the project, the respondents are liable to pay compensation to the complainants as mandated under Section 18 of the Act of 2016.

10. That the respondents forced the complainant to give deposit/advance amounting to Rs. 20,04,456/- constituting 18% of the basic sale consideration of Rs. 1,11,30,840/- much before entering into the Builder Buyer Agreement on 20.07.2015 even though provision of Section 13 of the Act obligated the respondents

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not to exceed 10% making him liable to pay compensation under Section 18 (3) of the RERA Act.

11. Contending all this, complainants sought compensation for loss of rental income from March 2018 to March 2022, amounting to Rs. 6,17,760/-, a sum of Rs. 19,10,000/- for loss of appreciation in the real estate for six years, a sum of Rs. 6,00,000/- for pain and suffering and Rs. 2,00,000/- as cost of litigation, the total amount of Rs. 33,27,760/-.

12. That the respondents contested claim by filing written reply. Same challenged even maintainability of present complaint stating that the complainants are seeking relief of compensation on a notional and speculative basis, whereas no actual damage has been caused to the complainants.

13. That it is a settled proposition of law that no one can be penalized twice for same cause of action and any litigation initiated after a relief has already been granted by another court/tribunal of parallel jurisdiction, is not maintainable and is liable to be dismissed. The Authority has already adjudicated upon the cause of action raised by the complainants in the instant complaint vide its order dated 15.12.2023 passed in complaint No.2042 of 2022. No

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prejudice whatsoever shall be caused to the complainants in case the present complaint is dismissed.

14. The respondents prayed for dismissal of complaint alleging that the complainants are not entitled for any compensation as they withdrew from the project.

15. Both the parties filed affidavits in their evidence reaffirming their case.

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

17. As stated earlier, the complainants approached The Haryana Real Estate Regulatory Authority, Gurugram by filing a complaint No. 2042 of 2022, which was decided by the Authority on 15.12.2023. The Authority directed respondents to refund the paid-up amount to complainants i.e. Rs. 31,83,358/- after deducting earnest money, which shall not exceed the 10% of sale consideration of Rs. 1,24,83,552/- to the complainants.

18. Aggrieved by said order, the complainants filed an appeal i.e. appeal No. 8 of 2024, which is decided by the Appellate Tribunal through order dated 11.02.2025, copy of which is put on file by the complainants. The latter pointed out that Appellate Tribunal was

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pleased to admit their appeal. The order of Authority, which allowed deduction of 10% of sale consideration, is held as not justified and same is set aside. The complainants are held entitled for full refund of the amount along with interest from respective date of payment till realization of amount.

19. The Appellate Tribunal while disposing of said appeal noted that allotment of unit was way back on 11.02.2015. No Builder Buyer Agreement was signed between the parties. If due date of possession is calculated as per law, it would come to 10.02.2018. Admittedly, the allottees sought to withdraw from the project vide letter dated 10.05.2018 on the plea that till due date of possession (10.02.2018), no development had taken place at the site, there being only barren land.

20. In this way, the Appellate Tribunal found respondents at fault in not delivering possession in agreed time.

21. 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

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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.**

22. In this way, the complainants are entitled for compensation apart from refund of the amount.

23. As reproduced earlier, according to respondents, complainants are not entitled for any compensation on notional and speculative basis whereas no actual damage has been caused to the complainants. I do not agree with respondents in this regard.

24. Undisputedly, the complainants paid a sum of Rs. 31,83,358/- out of total sale consideration of Rs. 1,24,83,552/-. The payments started from 27.05.2014 where along with booking of the unit, a sum of Rs. 10,00,000/- was paid, followed by payment of Rs. 1,228/- and again an amount of Rs. 10,01,228/-.

25. The respondents used the said money without fulfilling their obligation, causing undue gain to themselves and consequential loss to the complainants.

26. I do not find any weight in the plea of respondents stating that when the Authority has already adjudicated upon cause of

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action, present complaint does not lie, as same will cause prejudice to them i.e. respondents.

27. Section 18 (1) of Act of 2016 as reproduced above, provides for refund of amount as well as compensation. Jurisdiction to grant refund of the amount vested with the Authority, while Adjudicating Officer has been empowered to adjudge compensation. In this way, even if Authority has already allowed refund of the amount, the complaint seeking compensation is not hit by principle of resjudicata.

28. As noted by the Appellate Tribunal, due date of possession was 10.02.2018 but no development took place till this date, which constrained the complainants to approach the Authority seeking refund of their amount. It is contended by learned counsel for the complainants that if his clients would have got possession on due date i.e. on 10.02.2018, price of their unit would have atleast doubled till now. Ld. counsel referred some websites on real estate.

29. 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

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been substantially increased from 2020 to 2025. Taking from lower end, it is presumed that price of unit which the complainants were entitled to get, would have increased by 30%. As stated above, the complainants paid a sum of Rs. 31,83,358/-, 30% of which comes to Rs. 9,55,007/-. A sum of Rs. 9,55,000/- (rounded up) is allowed to the complainants i.e. compensation for loss of appreciation.

30. When complainants have been allowed compensation for loss of appreciation, I find no reason to allow compensation in the name of loss of rental income. Request in this regard is declined.

31. Admittedly, when complainants paid part of sale consideration as per payment schedule but did not find any progress in the construction, which forced them to withdraw from the project. All this caused mental harassment and agony to the complainants, same are allowed a sum of Rs. 1,00,000/- in this regard. Sum of Rs. 6,00,000/- as claimed by complainants appears to be excessive. The complainants sought a sum of Rs. 2,00,000/- as cost of litigation. However, no receipt of fee paid to counsel is put on file. It is evident that the complainants were represented by a counsel during the proceedings of the same. Same are allowed Rs. 50,000/- as litigation cost.

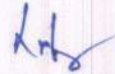
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32. On 29.07.2025 when matter was fixed for final arguments, learned counsel for complainants submitted that his clients (complainants) seek relief only against respondent No.1. Learned counsel requested to delete name of respondent no.2. Allowing said request, name of respondent no.2 was deleted from the array of respondents.

33. Respondent No.1 is thus directed to pay amounts of compensation mentioned above, to the complainants along with interest at the rate of 10.50% per annum from the date of this order till realization of amount. Complaint is thus disposed of. File be consigned to record room.

Announced in open court today i.e. on **05.09.2025**.



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