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

Complaint No. 3190-2024
Date of Decision: 29.09.2025

Kunal Kapoor and Rishi Kapoor, resident of D-1/44, Gold Croft CGHS Ltd Plot No. 4, Sector 11, Dwarka-110075

Complainants

Versus

M/s Chintels India Private Limited (earlier known as M/s Chintels India Limited), having its office at A-11, Kailash Colony, New Delhi-110048.

Respondent

APPEARANCE

For Complainants: Mr. Garvit Gupta, Advocate.
For Respondent: Ms. Harshita Tyagi, Advocate.

ORDER

1. This is a complaint filed by Mr. Kunal Kapoor and Ms Rishi Kapoor, (allottees) under section 31 read with sections 71 & 72 of The Real Estate (Regulation and Development), Act 2016 (referred as "Act of 2016"), against M/s. Chintels India Private Limited (earlier known as M/s. Chintels India Limited) i.e. Promoter.

2. The respondent/promoter developed and sold flats in a project, namely 'Chintels Paradiso' located at Sector 109, Gurugram. Said project is comprising 9 towers in total and was constructed in two phases i.e. Phase no.1 and Phase no.2. Towers-D, E, F, G and H are in Phase I while Phase II comprises towers A, B, C and J. On 10.02.2022, a portion of flat No. 603 in Tower D of Phase I of this project collapsed. Consequently, five floors of said tower fell on earth. It resulted in unfortunate death of two women residing therein. Vide order dated 12.02.2022, Deputy Commissioner, Gurugram, constituted a committee to enquire about the incident. The Enquiry Committee gave its report. Relevant portion of which is reproduced as under: -

> *"Since signs of corrosion of reinforcement are visible in all the towers of the project, the committee reiterates that the remaining towers (towers A, B, C, D, E, F, G, H and J) be vacated until the completion of the ongoing investigations in the interest of the safety of the residents."*

3. The complainant has mentioned about, another committee constituted by The District Magistrate vide order dated 24.02.2022 headed by Additional Deputy Commissioner, Gurugram, to ensure re-location of effected families and their well beings. This committee gave following report: -

> *"Keeping in view of the fact that residents have pointed out structural defects in Tower E, F, G and H and also in about 100 flats, the Committee shall monitor/supervise shifting of*

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families residing in these towers till finalization of report of structural audit".

4. Services of IIT, Delhi, were also solicited by the Committee, on 24.02.2022. A team of IIT experts conducted structural audit of all nine towers of said project. Following were observations of this team: -

> *".....Due to the widespread presence of chlorides in the structure and lack of chlorides in the air to which the buildings are exposed, it can be deducted that chlorides were present in the concrete at the time of production.....*
> *.....that although the source of these chlorides is difficult to ascertain, they could have been present in any of the components of concrete, including water, sand, coarse aggregates, cement or chemical admixtures....."*
> *".....The need to frequently repair structures, as has been reported by the residents, also appears to have been caused by corrosion of steel reinforcements due to the presence of these chlorides. A poor quality of concrete has also played a role in the deterioration. Repair of these structures for usage is not technically nor economically feasible....."*

5. Some residents of this project approached Apex Court of India by filing Writ Petition (Civil) No. 273 of 2022 titled as ***"Manoj Singh and others vs Chintel India Pvt Ltd & Ors".*** While deciding said petition, Hon'ble Judges referred communication done by District Town Planner on 21.06.2023, where allottees in Towers D, E and F of said project were given two options, i.e. Option No. I & Option II. As per Option No. 1, the occupants will vacate the concerned building and to them the builder will pay Rs.6500/- per sq. feet (super area) plus cost of interior as may be finalized by committee plus actual stamp duty

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plus shifting charges and also rent till full and final payment of the flat to the occupants. Option No. II required the builder to reconstruct the project at the same site, subject to occupants vacating the premises.

6. Taking this matter as an extraordinary case, their lordships disposed it of while making following observations: -

> *"15. In the present petition, 188 flat owners have joined together, and these writ petitioners are spread across both phase I and Phase II towers. Since Towers -A, B, C and J in Phase II are not declared unsafe, the concern of the 188 persons who have filed the purchased flats in the towers in phase I. Of these, 31 persons have settled with the builder, and they have been paid their dues either option I or option II.*
>
> *16. For those, who are willing to exercise option I even now, the builder, according to Mr. Nadkarni, is prepared to accommodate them in the same terms as was given to those, who have exercised the option-I.*
>
> *17. For the remaining who want the builder to re-build the project at the same site as part of option II, the concerned buildings must necessarily have to be vacated by all the occupants including the ten remaining occupants. After the concerned towers are vacated, the builder is prepared to re-construct the towers at the same site after securing requisite permission from the authorities. As was stated earlier, from commencement of re-construction until the project gets completed, the builder must pay the affected flat buyers reasonable rent for their alternate accommodation. The rate of rent can be decided by the committee headed by the provisional commissioner, Gurugram".*

7. Present complainants were allotted a Unit bearing No. E-704 admeasuring 2050 sq. ft. in Tower E of said Project through possession Letter dated 16.06.2018, which falls in Phase-1. An

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Apartment Buyer's Agreement (ABA) was executed between the parties on 08.06.2011. After making payment of entire sale consideration, complainants were offered possession through letter dated 16.06.2018. The allottees started residing therein after taking possession.

8. Facts described above, did not remain in dispute between the parties, during deliberations.

9. The residents, who approached the Apex Court by filing writ petitions included present complainants. However, this fact was not disclosed by the complainants, in their complaint. It is simply stated, "several aggrieved allottees of the project were constrained to approach Hon'ble Supreme Court of India.....". During deliberations, it was admitted that the complainants were also the petitioners before the Apex Court. As mentioned above, those petitions have already been decided by the Apex Court.

10. It is contended by learned counsel for the complainants that even if petition filed by his client has been decided by the Supreme Court, some reliefs sought by his client have not been allowed. According to him, those writ petitions have been filed under Article 32 of The Constitution of India, which provides for "Right to approach the Supreme Court of India by any citizen for enforcement of

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fundamental rights, when they are violated". His client through this complaint has sought compensation on grounds well disclosed in complaint, which the Supreme Court had no jurisdiction to deal with under Article 32 of The Constitution. Moreover, the Apex Court did not allow any compensation for harassment and mental agony, suffered by his client. Similarly, no amount has been awarded in the name of litigation expenses. Learned counsel insists to pass an order allowing compensation for mental harassment and agony, suffered by his client and again for litigation expenses borne by the same.

11. Per contra, learned counsel for the respondent claims that when matter has already been decided by the Apex Court, present complaint was not maintainable before this forum.

12. As described above, the Apex Court has allowed allottees-petitioners including present complainants to exercise either Option No.1 or Option No. II, detailed above. Allottees, who opted for Option No. I, were asked to vacate their units and at the same time, the builder was required to pay to allottees Rs.6500/- per sq. feet (super area), plus cost of interior, as may be finalized by the committee plus actual stamp duty, plus shifting charges and also rent till full and final payment of the flat. Allottees, who chose Option II, were entitled to get the unit on being reconstructed by the promoter, at the same site

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subject that occupants vacate the premises. This was not a matter of violation of any fundamental right of petitioners. Even then, the Apex Court entertained & allowed the writ petition. It is clarified by their lordship that they entertained the petitions, treating the same as extra ordinary case. The Apex Court & High Courts have extra ordinary powers.

13. So far as plea of learned counsel for complainants that Hon'ble Supreme Court of India could not have given the relief of compensation, particularly compensation for mental agony and harassment or litigation cost, is concerned, I am not in consonance with learned counsel in this regard. When the Apex Court has already allowed complete relief to the allottees, which were not even prayed for, there was no legal bar for the Apex Court in granting compensation for harassment and mental agony and again for litigation expenses. If no such amount is allowed, it can be presumed that Hon'ble Judges did not find it just to allow any such compensation. Further, if complainants are not satisfied with relief already granted by the Apex Court, only remedy for them was to approach Apex Court again and not to file complaint before this forum.

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14. No reason to entertain present complaint, same is thus dismissed. Parties to bear their own costs. File be consigned to record room.

Announced in open court today i.e. on **29.09.2025**

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