

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

Complaint No. 3167 of 2023

Date of Decision: 09.10.2025

Sunita Upadhyay, Flat 1982, Sector-37, Arun Vihar, Gautam
buddha Nagar, NOIDA -201301 (U.P.)

.....Complainant.

Versus

M/s GLS Infratech Private Limited
Through its Chairman/Managing Director/Promoters
Office at 217 A, 2nd Floor, JMD Pacific Square
Sector 15, Part II, Gurugram, Haryana 122001
Email:customercare@glsho.com

.....Respondent.

APPEARANCE

For Complainant:
For Respondent:

Complainant in person
Mr. Harshit Batra, Advocate

ORDER

This is a complaint filed by Sunita Upadhyay (allottee), under section 31 read with section 71 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s. GLS Infratech Private Limited, being a promoter as per section 2(zk) of Act 2016.

2. Briefly stated, according to complainant, on 02.07.2019, she (complainant) applied in the Group Housing Colony proposed to be developed by the respondent under "Affordable Housing Policy

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2013" under the project name "ARAWALI HOMES", through application No. 13371.

3. That she (complainant) promptly applied for Home Loan from ICICI Bank, which was duly approved and sanctioned. An amount of Rs. 86,560/- and Rs. 23,050/- as part of down-payment was paid to the respondent. Further, an amount of Rs. 18,46,170/- was also paid to the respondent on 20.01.2020 towards the invoices raised, which made a total of Rs. 20,19,290/-.

4. She was allotted Unit No. T11-906, 9th floor admeasuring 467.80 sq ft vide allotment letter dated 08.08.2019. An Apartment Buyer's Agreement (ABA) dated 26.09.2019 was executed with the respondent.

5. That the pandemic of COVID-19 grew all over the world and various restrictions were imposed due to which economy and financial constraints grew in the society.

6. That invoice of payment of Rs. 3,28,540/- including Rs. 63,471/- on account of late payment was raised by the respondent. The tax reversal of an amount of Rs. 1,44,050/- has been wickedly and fraudulently added.

7. That due to unprecedented situation created due to Covid-19 in the world in the beginning of 2020, she (complainant) also

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lost her job. She availed six months moratorium which was offered by the ICICI Bank in the light of the adversities faced by the borrowers during the time of redundancy. Therefore, it was requested by her (complainant) to cancel the flat following the guidelines as mentioned in the HRERA Affordable Housing Policy, 2013.

8. That in the GLS Gurugram Office, in a brief discussion with CRM Lead Ms Amita Mehra and Mr. Sumit Dangi, (Customer Care Executive) on 18.09.2020, it was duly agreed by the respondent that the flat will be cancelled with effect from 18.09.2020. The complainant needed to present the current ICICI Loan Foreclosure letter issued by ICICI Bank to the builder, as a clause of their cancellation policy for them to see what amount needed to be refunded.
9. That on 26.10.2020, upon presenting the ICICI Loan Foreclosure letter, the Builder again instructed the complainant to pay an extra amount of Rs. 37,012.32 to them as per their calculation stating that it will be adjusted in the final refund amount, and she paid that amount to the respondent.
10. That the cancellation of the unit was delayed by the respondent, without giving any justification. The complainant was

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left with no other option but to file a formal complaint before Hon'ble HRERA against the respondent for its rigidity.

11. That the Authority, Gurugram decided the complaint filed by her (complainant) that the total principal amount with interest be refunded to her (complainant) with immediate effect, which they did not comply with. The complainant had to file execution order on 21.12.2022 before Adjudicating Officer in order to expedite the refund process.

12. That after five months, on 23.12.2022, the respondent filed an appeal before the Appellate Tribunal, Chandigarh in order to prove itself. She (complainant) again had to make arrangements to visit the place twice with her infant causing lot of mental stress.

13. Since the inception of the initial complaint, the respondent deliberately continued fighting over baseless taxes and late payments using misleading statements and trying to deviate the Hon'ble HRERA Authority from the fact and reality.

14. Citing facts as described above, the complainant has sought following reliefs: -

- i. The complainant claims compensation of a minimum of Rs. 15,00,000/- for unnecessarily forcing her (complainant) to commute to respondent's office for no reason during the pandemic time, which could have been led to loss of her life.

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- ii. The complainant claims compensation of Rs. 5,00,000/- for violation and termination of registration under RERA, delay in cancellation of the unit, etc which caused mental agony and harassment to the complainant.
- ii. The complainant claim compensation of Rs. 5,00,000/- for the penalties and interest accrued by the complainant on account of Home Loan as the same could not be cleared and closed in time due to uncalled negligence and delay on part of the respondent.
- iv. The complainant claims litigation charges of Rs. 1,00,000/- paid by her to her advocate.
- v. The complainant claims interest on the amounts at the rate of 24% per annum till realization.
- vi. Cost of the complaint as Rs. 10,000/- be awarded to the complainant.

15. The respondent contested the claim of complainant by filing a written reply. It is averred that as per clause 5.1.1 of the Agreement, the due date of possession is calculated from the date of approval of the building plan i.e. 01.10.2014 or the date of obtaining of the environmental clearance i.e. 12.04.2016, whichever is later. The respondent had completed the construction of the project timely and offered the possession of the unit to the complainant on 12.06.2020 (4 months before the due date of possession). The offer of possession is dated 12.06.2020.

16. That the complainant instead of taking the possession of the unit and paying the outstanding amount to the respondent,

surrendered the unit to the respondent on 18.09.2020. The complainant did not come forward to take back refund of the amount. The Hon'ble Authority in its order dated 29.07.2022 in complaint No. 160 of 2021 had categorically noted that the offer of possession was given before the due date and there was no delay on the part of the respondent. On the point of surrender by the complainant, the Authority upheld the bonafide conduct of the respondent and allowed forfeiture of Rs. 25,000/- and 5% of the total cost of the project.

17. That the respondent filed an appeal No. 790 of 2022 against the order dated 29.07.2022 seeking deduction of GST, interest accrued till cancellation and tax reversal along with the deductions allowed. It is relevant to note that the entire decretal amount of Rs. 22,62,700/- was already deposited by the respondent before the Hon'ble Appellate Tribunal.

18. That the deductions as sought by the respondent-company before the Hon'ble Appellate Tribunal, were not allowed by the Hon'ble Tribunal. Consequently, the said pre-deposit was paid to the complainant. Compensation can be granted to the complainant only when any violation has been committed by the respondent under sections 12, 14, 18 or 19 of the Act. It is pertinent that the

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complainant had already received the decretal amount along with complete interest till the actual date of payment. The unit was surrendered by the complainant herself and she had already received a sum of Rs. 23,71,221/- from the respondent, which is more than the total cost of the unit itself. The respondent had fulfilled all its obligations under the Act and there was no fault on the part of the respondent.

19. That there was travel ban/restriction during Covid-19. The NOIDA-Delhi-Gurugram border remained sealed for most of the duration of Covid-19 pandemic and when the orders were unsealed, there was travel restrictions imposed. The train tickets of RCTC from Delhi to Chandigarh and vice-versa for the duration of 09.02.2023 and 10.02.2023 and 02.03.2023 and 03.03.2023 and hotel invoices for her stay in Chandigarh during said period were all denied.

20. Stating all this, the respondent prayed to dismiss the complaint.

21. Both of parties filed affidavits in evidence in support of their claim.

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

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23. 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.**

24. Admittedly, complaint No. 160/2021 filed by present complainant seeking refund of amount paid by the complainant has already been allowed by the Authority vide order dated 29.07.2022. Complainant has been granted refund of the balance amount of 'Rs. 18,66,319.32 vide order dated 29.07.2022, along with interest at the rate of 9.80% per annum under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation till actual date of refund of the deposited amount. The respondent has been directed to forfeit an

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amount not exceeding Rs. 1,26,473/- i.e. Rs. 25,000/- plus 5% of cost of the flat as per Affordable Housing Policy.

25. As stated earlier, the Appellate Tribunal dismissed the appeal No. 790 of 2022 filed by present respondent, directing to refund the amount of Rs. 22,62,700/- along with interest accrued thereon to the complainant. The decretal amount was already deposited by the respondent before the Tribunal, while filing appeal

26. That the deductions as sought by the respondent-company before the Hon'ble Appellate Tribunal, were not allowed by the Hon'ble Tribunal. Consequently, the said pre-deposit amount has been paid to the complainant.

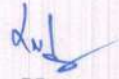
27. Compensation can be granted to the complainant only when any violation has been committed by the respondent under sections 12, 14, 18 or 19 of the Act. In the present matter, the complainant had already received the decretal amount along with complete interest till the actual date of payment. It is an admitted fact that the unit was surrendered by the complainant herself and she had already received a sum of Rs. 23,71,221/- from the respondent.


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28. In such a case, the complainant is not entitled for any more compensation. This complaint is hereby dismissed. Parties to bear their own costs.

29. File be consigned to record room.

Announced in open court today i.e. on 09.10.2025.


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