

Akshay Ralhan vs M/s. Ramprastha Estate Pvt Ltd

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

**Complaint No. 63 of 2025
Date of Decision: 15.12.2025**

Akshay Ralhan r/o E-19B, MIG Flats, Mayapuri, New Delhi.

.....Complainant

Versus

M/s. Ramprastha Estate Private Limited, Plot No. 114, Sector-44,
Gurugram-722002 Haryana)

.....Respondent.

APPEARANCE

**For Complainant: Mr. K. K. Kohli, Advocate
For Respondent: None (Respondent exparte).**

ORDER

This is a complaint filed by Mr. Akshay Ralhan (allottee), under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s. Ramprastha Estate Private Limited, (a promoter as per section 2(zk) of Act of 2016).

2. Briefly stated, according to complainant, he approached the respondent for booking of a unit in latter's project "Ramprastha City", Sector 92, 93 and 95, Gurugram. The

AO
AO

respondent allotted a unit measuring 2700 sq. ft. on 01.03.2012 to the complainant, which was got booked on the same day (01.03.2012). Sale consideration of said unit was agreed to be Rs.49,00,000/- including Preferential Location Charges (PLC), which was paid to the respondent on 29.02.2012 ^{through} ~~in the form of~~ cheque bearing No. 431070.

3. That the possession was not given to the complainant in agreed time. There was delay of handing over of possession to the complainant of ~~more than~~ ^{about} 10 years. As such, mental and physical agony as well as emotional trauma, was caused to him (complainant) and his immediate family members due to delay and the uncertainty in providing the delivery of the unit. The possession has not yet been handed over.

4. That there has been a delay of 9 years and 9 months = 119 months as on date and the offer of possession has still not been made. Hence, it is a continuous cause of action. The area of the Unit is 2700 sq. ft (as per details of the demarcation of the plots). The Unit is in Sector 92 of Gurugram.

5. That ongoing rate of rent on a similarly located commercial space as per the Website of 99 acres.com is Rs.43,000.00 per month and the period for which the complainant

v.v.
AO


has been deprived of the property is of 119 months. As such, the loss to the complainant comes to Rs.51,17,000/- (Rs.43,000/- x 119 months) and the complainant claims a sum of Rs.51,17,000/- as loss of rent.

6. That complainant filed a complaint before the Authority and after the decision of the Authority on 15.08.2024, he (complainant) filed present complaint before this Forum. The complainant has claimed compensation legal fee i.e. Rs.3,00,000/- for contesting the complaints before the Authority as well as before this Forum.

7. Apart from all this, the complainant claims a sum of Rs.15,00,000/- towards mental agony, physical torture, pain and the resultant sufferings of the family, who are directly impacted by such behaviour of the respondent.

8. After service of notice on e-mail, the respondent appeared through counsel Sh. Rajat Gupta but failed to file any written reply. Defence of the respondent was thus struck of vide orders dated 26.05.2025 and 05.09.2025.

9. The complainant filed affidavit in support of his claim. I have heard learned counsel appearing for complainant and perused the record.


AO

10. Admittedly, present complainant approached the Authority seeking delay possession compensation (DPC) citing delay in handing over possession. It is contended by learned counsel for the complainant that despite said order of the Authority, it is for the Adjudicating Officer to allow compensation for delay in handing over possession, in view of section 72 of Act of 2016. Learned counsel reminded that this Forum (AO) has jurisdiction to allow compensation in view of Sections 12, 14, 18 and 19 of said Act. Section 18 (3) prescribes for liability of promoter to pay compensation to the allottees, if same (promoter) fails to discharge any other obligation imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale. Learned counsel claims that respondent (promoter) failed to discharge its obligation of handing over possession, in agreed time as per terms and conditions of BBA and hence, liable to pay compensation.

11. Similarly, section 19 provides for the compensation in case promoter fails to complete or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with terms of agreement for sale or due to discontinuance of the


AO

business on account of suspension or revocation of registration under this Act.

12. Learned counsel for complainant relied upon following two precedents ^{ie 2} *Neutral Citation No. 2023: AHC-LKO:76514* through which 51 appeals were decided by Hon'ble Allahabad High Court. Main case being *RERA Appeal No. 67 of 2023 titled as U.P. Avas Evam Vikas Parshad, Lucknow through its Executive Engineer Construction Division Vs Dhruv Kumar Chaturvedi and Ramprastha Promoters and Developers Pvt Ltd vs Union of India and others*, where through common judgment, Hon'ble High Court of Punjab & Haryana decided several civil writ petitions vide judgment dated 13.01.2022.

13. True, as per section 71, the Adjudicating Officer has been appointed for the purpose of adjudging compensation under sections 12, 14, 18 and 19 of the Act. There is no denial that in case, promoter fails to discharge his obligation imposed upon him under this Act or rule & regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he is liable to pay compensation to the allottee as prescribed under this Act.

AO

14. ~~In this way~~, When the complainant claims that promoter/respondent fails in this case to discharge its obligations under Builder Buyer Agreement, the Adjudicating Officer gets jurisdiction to adjudge compensation but as it was mandated by the Hon'ble Apex Court in **Newtech Promoters and Developers Private Limited** ^{vs. State of U.P.} it is for the Authority to entertain the complaint seeking DPC. Relevant portion of the Apex Court order is reproduced here as under: -

86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory Authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory Authority which has the power to examine and determine the outcome of a complaint.

15. This mandate of Apex Court has been referred by Hon'ble Allahabd High Court in **UP Avas Evam Vikas Parishad, Lucknow case (supra)**.

AO

16. Considering all this, there is no reason to allow compensation to the complainant for causing delay on the part of respondent in delivery of possession.

17. Apart from delay in possession, the complainant has prayed for compensation on the ground that despite order passed by the Authority dated 13.08.2024, the respondent has not allotted any plot of 300 sq. yards or hand^{-ed} ~~ing~~ over possession of such unit, till filing of this complaint.

18. Through said order, respondent/promoter was directed to allot a specific plot of 300 sq yards in its project namely "*Ramprastha City, Sector 92, 93 and 95 of Gurugram*" and to execute BBA within a period of 30 days and again to hand over possession of such plot within three months after obtaining completion/part completion certificate from the competent authority.

19. The respondent did not opt to contest the claim despite service of notice. All this shows that same is not controverting this plea. Even otherwise, by filing an affidavit in evidence, the complainant re-affirmed this fact.

20. As prescribed earlier, Section 19 of Act of 2016 gives right to the allottee to claim compensation, if promoter fails to

AO

complete or is unable to give ^{possession} compensation of the apartment, plot or building, as the case may be, in terms of the agreement for sale. Same provision casts duty upon the promoter to comply with this provision, failing which, same is liable to pay compensation to the complainant/allottee. Latter is thus entitled for compensation from the respondent, in this regard.

21. The complainant has claimed compensation of Rs.15.00 lacs for mental agony, physical torture and mental pain to himself and his family members, Rs.51.17 lacs for loss of rent for a period of 9 years 9 months @ Rs.43,000/- per month and again court fee etc total amounting to Rs.3.00 lacs.

22. To prove prevalent rate of rent in that locality where complainant was allotted a unit, the complainant has filed some screen shots from some real estate site which shows the rent between Rs.37000/- and Rs.46,000/- P.M. The complainant did not adduce any reliable evidence to verify that same suffered loss of rent amounting to Rs.51.17 lacs as claimed by him or prevalent rate of rent there is Rs.43,000/- P.M. The unit in question is stated to be a plot measuring 300 sq. yards in project of respondent namely "Ramprastha City, Sector 92,93 and 95 Gurugram". Even if no reliable evidence has been adduced in this regard, the claim of

AO

complainant cannot be thrown away on this count. This forum has to assess the rate of rent in that locality, by taking note of facts or other circumstances, coming to its knowledge.

23. According to AI Overview, rent for 300 sq. yard plot/independent floor in Sector 92, Gurugram varies but generally falls between Rs.35,000/- and Rs.50,000/-. Taking at lower end, Rs.35,000/- PM is presumed as prevalent rate of rent in Sector 92 of Gurugram. As stated above, the Authority ^{has} directed ^{-ed} the respondent to hand over possession of the plot in question within three months, after obtaining OC which comes out to be 13.11.2024 (13.08.2024 plus three months). The complainant is allowed compensation @ Rs.35,000/- per month from 13.11.2024 till the date possession is handed over to ^{him} ~~the~~ (complainant) .

24. The complainant has also claimed that a sum of Rs.15.00 lacs for mental agony etc. When respondent failed to allot any unit as per direction of the Authority or to hand over its possession or to pay DPC, apparently, the complainant/allottee suffered mental harassment and agony. Compensation of Rs.15.00 lacs, appears to be excessive. Complainant is allowed compensation of Rs.2.00 lacs on this count.

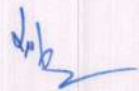
AO

25. Further, the complainant has prayed for Rs.3.00 lacs as compensation for court fee etc. No court fee is required to be paid in the Authority at the time of filing a complaint. However, the complainant has been represented by an Advocate during proceedings of this case. Same is allowed a sum of Rs.50,000/- as legal expenses.

26. The respondent is directed to pay said amounts of compensation along with interest at the rate of 10.50% per annum from the date of this order till the realization of amount. Complaint in hands is thus disposed of.

27. File be consigned to record room.

Announced in open court today i.e. on **15.12.2025**.


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


Akshay Ralhan vs M/s. Ramprastha Estate Pvt Ltd

Complaint No. 63 of 2025

Present: Mr. K. K. Kohli, Advocate for complainant.
None (Respondent ex parte).

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
15.12.2025