

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

**Complaint No. 1554-2024
Date of Decision: 02.01.2026**

**Sh. Saurabh Chopra, R/o B-203, Upkari Apartment, Plot No.9,
Sector-12, Dwarka, New Delhi-110078.**

Complainant

Versus

M/s. Raheja Developers Limited, registered office: W4D-204/5, Keshav Kunj, Cariappa Marg, Western Avenue, Sainik Farms, New Delhi-110062, Corporate office: Raheja Mall, 3rd Floor, Sector-47, Sohna Road, Gurugram-122001.

Respondent

APPEARANCE

For Complainant: Mr. Anshul Sharma, Advocate
For Respondent: Mr. Garvit Gupta, Advocate
(Defence of respondent was struck of vide order dated 16.09.24).

ORDER

1. This is a complaint filed by Mr. Saurabh Chopra, (allottee) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s. Raheja Developers Ltd. (promoter).

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2. According to complainant, he is a respectable and law-abiding citizen of India and presently residing in Delhi. He, in the utmost bonafide and believing the respondent, purchased an Apartment from the latter (respondent) and is thus an allottee under section 2(d) of the Act of 2016.

3. That the respondent is a limited company incorporated under The Companies Act, 1956. It is inter alia engaged in the business of providing real estate services. Somewhere around 2009-2010, the respondent advertised about its new Group housing project namely "*Raheja's Sampada*" (*hereinafter called as 'the project'*) located in village Wazirpur, Sector-92, District Gurugram. The respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project aims at providing luxury residential apartments.

4. That believing the representations of the respondent and relying on the goodwill of the respondent company, while being on the lookout for an abode for him, on 10.04.2010, the complainant along with his mother, Late Mrs. Neelam Chopra (co-allottee, now deceased) booked an apartment in the project of the respondent by submitting the application form dated 10.04.2010 and paid an amount of Rs.3,46,783/- vide instrument no.055598

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dated 10.04.2010 followed by instrument no.055599 dated 10.06.2010 amounting to Rs.5,20,175.- towards booking.

5. That after almost 3 months from the date of booking, on 05.07.2010, the Flat Buyer's Agreement (FBA) was executed between the complainant (along with his deceased mother) and the respondent for unit bearing no. T2-037 on 3rd Floor, located in Tower-2, admeasuring a super area of 1572 sq. ft. (hereinafter called as the 'unit' in question).

6. That as per clause 4.2 of the FBA dated 05.07.2010, the respondent had undertaken to complete the project and handover possession within a period of 36 months from the date of execution of the FBA, i.e. by 05.07.2013. However, the respondent miserably failed in handing over possession of the unit in question till said due date and even after that till date.

7. That thereafter, the complainant kept making payment without fail, in accordance with the demands raised by the respondent only to find out that the respondent has simply duped him out of his hard earnest money. Till date the complainant has paid a total sum of Rs.51,57,292/- towards the aforesaid residential flat in the project from 2010 as and when demanded by the respondent as against a total sale consideration of Rs.51,56,654/-

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(this includes Ad hoc charges other escalation charges, cost at the time of booking was Rs.44,97,240/- i.e. more than 100% of the total sale consideration.

8. That thereafter the complainant patiently waited for the respondent to hand over possession in accordance with the agreement as well as the representations made at the time of booking. However, the respondent failed in handing over possession of the unit in question till date.

9. That when the respondent failed in handing over possession on the due date i.e. 05.07.2013, the complainant visited the project site only to find out that the project was nowhere nearing completion. Thereupon, the complainant along with his family immediately rushed to the respondent's office in order to inquire about the exact date of handing over possession and to raise objection regarding the snail paced construction work completely against the representations made by the respondent but to no avail as no substantial response was given by the respondent who simply said that the unit shall be handed over soon, but to no avail.

10. Citing all this, the complainant has prayed for compensation, as follows: -

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- i) To direct the respondent to give Rs.25,00,000/- as compensation on account of loss/injury as well as mental agony suffered by the complainant.
- ii) To direct the respondent to pay litigation charges to the tune of Rs.40,000/-.
- iii) To pass any other relief which the Hon 'Adjudicating Officer may deem fit in the present case.

11. No written reply was filed on behalf of respondent and its defence was struck off vide order dated 16.09.2024.

12. Complainant filed affidavit in his evidence reaffirming his case.

13. I have heard learned counsel for complainant and perused the record on file.

14. According to learned counsel for complainant, due date of possession as per FBA was 05.07.2013 but respondent failed to deliver possession at agreed time, causing loss to his client i.e. complainant. During deliberations, it is agreed by learned counsel for complainant that his client approached the Authority seeking delay possession compensation for delay of delivery of the possession and that complaint has been allowed by the Authority vide order dated 24.08.2021, copy of which has been put on file. The respondent in that case has been directed to pay interest at the

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prescribed rate of 9.30% per annum for every month of delay from the due date of possession i.e. 05.07.2013 till the handing over of possession of the allotted unit after completion of the finishing/development work, apart from some other reliefs.

15. 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.

16. 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

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with terms of agreement for sale or due to discontinuance of the business on account of suspension or revocation of registration under this Act.

17. 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.

18. 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**, 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

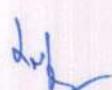
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officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, 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.

19. 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 (apart from DPC which has already been allowed to the same). Complaint in hands is thus dismissed.

20. File be consigned to record room.

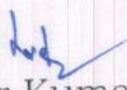
Announced in open court today i.e. on **02.01.2026**.


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

Present: Mr. Anshul Sharma, Advocate for complainant.
Mr. Garvit Gupta, Advocate for respondent (Defence of respondent was struck of vide order dated 16.09.24).

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
02.01.2026