

Tejas Sinha and another vs M/s. Vatika Limited

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

**Complaint no. : 5463-2023
Date of order : 06.01.2026**

1. Tejas Sinha,
2. Rajesh Kumar Sinha,
Both residents of House No. E-12, Galaxy Apartment, Sector-43, P. O. Galleria, Gurugram, Haryana.

.....Complainants

Versus

M/s Vatika Limited, Address: Vatika Triangle, 4th Floor, Sushant Lok, Phase-1, Block-A, Mehrauli, Gurugram, Haryana.

.....Respondent

APPEARANCE:

For Complainants:	Ms. Surbhi Garg Bhardwaj, Advocate.
For Respondent:	Mr. Shivaditya Mukherjee, Advocate.

ORDER

1. This is a complaint filed by Mr. Tejas Sinha and Mr. Rajesh Kumar Sinha (allotees) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s Vatika Limited (promoter).
2. According to complainants, they are respectable and law-abiding citizens. Somewhere around 2014, the respondent advertised

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about its new project namely "Vatika Premium Floors" (hereinafter called as 'the project') located in its residential colony named as "Vatika India Next" in Sector-82, District Gurugram. The respondent painted a rosy picture of the project in its advertisement making tall claims and represented that the project aims at providing exclusive independent premium residential floors featuring highest design standards.

3. That believing the false assurance and misleading representations of the respondent, they (complainants) booked a residential floor in the said project of the respondent by paying an amount of Rs.7,50,000/- vide instrument no. 050559 towards booking on 12.03.2014 through broker namely 'Karvy Limited', Gurugram. Thereafter, they (complainants) kept making payments as and when demanded by the respondent. Despite the respondent refraining from executing an agreement with them, by January, 2015 they (complainants) had made a payment of Rs.37,50,000/- as against a total sales consideration of Rs.1,51,11,246.25/-, making it almost 25% of the total amount without executing the agreement. Receipt of more than 10% of the total sales consideration without first entering into a written agreement is a clear violation of Section 13 of the Act of 2016.

4. That thereafter the complainants started persuading the respondent to execute the agreement saying that only once the

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agreement is executed, they will make further payments, but to no avail. Having no other option left, the complainants made further payment of Rs.16,94,668.68/- on 11.03.2015. Thereafter, after many follow-ups, almost after 1.5 years from the date of booking, on 23.12.2015 a floor buyer's agreement (FBA) was executed between the parties, wherein a residential floor bearing name Plot no. 18/ST.82E-6/360/GF/82E/VIN, on ground floor, admeasuring super area of 1725 sq. ft. was allotted to the complainants. As per clause 15 of the said agreement dated 23.12.2015, the respondent undertook to complete the construction and to handover possession within a period of 4 years from execution of said agreement, i.e. by 23.12.2019.

5. That they (complainants) made a payment of Rs.54,44,668.68/- as and when demanded by the respondent till 2015. However, to their utter shock, on 14.06.2016, they received a re-allotment letter from the respondent wherein they were informed that there has been a revision in master layout and their unit does not exist anymore and they will be re-allotted new unit on the basis of availability. The re-allotment letter also enclosed a copy of the Addendum to be signed by the complainants marking their satisfaction and acceptance of new allotted unit. This left them (complainants) anguished and shattered.

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6. That the complainants were taken aback by the aforesaid letter of the respondent and immediately rushed to latter's office in order to seek an explanation from the respondent. The complainants recorded their queries and submissions and wrote a letter and sent the same vide e-mail dated 30.06.2016 to the respondent. The complainants also sought a copy of the plan from the respondent vide said letter. Thereafter vide e-mail dated 01.07.2016, the respondent replied to the said letter saying that the company is committed to deliver the allotted unit but the timelines cannot be proposed, to which the complainants refused to take any unit other than the unit allotted to them.

7. That the complainants kept making calls to the respondent and visiting their office requesting them to refund back their hard-earned money so retained, but all in vain. They approached HARERA, Gurugram (Authority) by filing a complaint. Said complaint was allowed by the Authority through order dated 03.03.2023. The Authority directed respondent to refund paid up amount along with interest of 10.70% per annum from date of each payment till actual realization.

8. Citing the facts as mentioned above, the complainants prayed for following reliefs: -

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- I. To direct respondent to give Rs.10,00,000/- on account of loss/injury as well as mental agony suffered by the complainants.
- II. To award compensation towards litigation charges, to the tune of Rs.40,000/-.
- III. To pass any other order/reliefs as it may deem fit.

9. The respondent contested the complaint by filing a written reply. It is alleged that the complaint under reply is false and the contents of the same are denied in toto unless specifically admitted therein. Nothing contained in the preliminary objections and in the reply on merits below may, unless otherwise specifically admitted, be deemed to be direct and tacit admission of any of the averments/allegations.

10. That on 25.03.2014, the respondent sent a letter for execution of BBA to the complainants along with two copies, requesting them to return the signed copy of the agreement within 15 days of dispatch of the said letter, which the complainants failed to do so. After the non-receipt of the signed agreement, the respondent was constrained to issue reminder letters dated 19.08.2015 and 10.10.2015.

11. After much pursuance, on 23.12.2015 the BBA was executed between the parties for the subject unit, for basic sale consideration of Rs.1,50,86,250/-. Delay in execution of agreement

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was due to the complainants, as the respondent sent the unsigned copy of the agreement to the complainants in the year 2014 only.

12. That as per Clause 15 of the Agreement, the due date for handing over of possession to the complainants was within 4 years from the date of execution of the agreement. Accordingly, the handing over of possession was supposed to be delivered by 23.12.2019, however the possession of a unit was subject to reasons beyond the control of the respondent or due to delay in payment by the complainants.

13. That on the request of DGTCP Haryana, the respondent initiated process to buy the land parcel from the farmers, Munadi and Public notice were published in leading newspapers on 29.11.2013 but it was very difficult to buy the land falling exactly within the proposed section. The construction was banned by competent authorities and stopped due to Covid-19 pandemic. Further, as per Section 19 (3) of the Act of 2016, the allottee can claim compensation only in cases where the promoter fails to give possession to the allottee. However, in the present case the complainants are in peaceful possession of the subject unit and all the monetary claims of the complainants were satisfied by the respondent.

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14. Stating all this, respondent prayed for dismissal of complaint.

15. Both of the parties filed affidavits in support of their claims.

16. I have heard learned counsels appearing for both of parties and perused the record.

17. As pointed out earlier, the complainant approached the Authority seeking delayed possession compensation. Said complaint was allowed by the Authority vide order dated 03.03.2023 directing the respondent to refund the amount paid up by the complainant along with interest at rate of 10.70% per annum from the date of each payment till actual realization of amount.

18. It is contended by learned counsel for the respondent that even if there was delay in completion of the project/unit or in handing over possession of same to the complainant, it was not within the power of his client to complete construction in time due to circumstances beyond its control.

19. The Authority while allowing complaint filed by present complainant referred above, came to conclusion that due date of possession as per agreement for sale was 23.12.2019 and there remained delay in completion of the project on the date of filing of the

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complaint. No occupation certificate had been obtained till that date.

Observing that an allottee cannot be expected to wait in taking possession of the allotted unit, the Authority allowed refund of the amount paid by the complainants i.e. Rs.54,44,668/- along with interest @ 10.70% per annum, from each date of payment till actual date of realization of the amount.

20. In this way, it is well established that the respondent failed to complete the project and to hand over the possession of unit, in agreed time. The complainants are thus entitled for compensation, from the respondent.

21. As noted by the Authority while disposing of the complaint No. 50/2020 filed by the present complaint, out of sale price of Rs.1,51,11,246/-, complainant had paid a sum of Rs.54,44,668/- by January 2015. Learned counsel for the complainant claims that prices of residential houses/plots in Gurugram have been increased three times, since his client paid part of sale consideration i.e. Rs.5~~4~~⁵,44,668/-. However, no reliable evidence has been adduced to prove this fact. When complainant has been found entitled for compensation, claim of same cannot be thrown away for failing to prove appreciation in value of houses in Gurugram where unit in question is situated. It is for this forum to assess the amount of compensation, considering appreciation

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in prices of similar properties based on the facts of the case and other circumstances.

22. As per AI overview, prices of houses in Gurugram have been significantly appreciated, over last decade, with estimates ranging from 80% to 120% plus across key areas by 2025, driven by major infrastructure like Dwarka Expressway and Robust Commercial Growth, though figures may vary by micro-market (e.g. some areas saw 83% rise by 2023, others 100 to 120% between 2015 and 2025).

23. Considering said fact, it is presumed that prices of residential houses in the area where the unit allotted to the complainant is situated, would have doubled. In my opinion, the complainants are entitled for compensation of Rs.55 lacs (rounded up) i.e. equal to amount paid by them. It's worth repeating here that they (complainants) have already been allowed refund of their amount, by 820% rise by 2023, others 100 to 120% between 2015 and 2025. the Authority, in complaint referred above. Respondent is directed to pay said amount of Rs.55 lacs as compensation to the complainants.

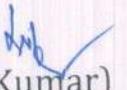
24. Apart from same, complainants have requested for compensation of Rs.40,000/- as litigation charges. Apparently, the complainants have been represented by a counsel in this case, same are allowed Rs.40,000/- as litigation expenses.

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25. Complaint is thus allowed. Respondent is directed to pay aforesaid amounts to complainants along with interest at rate of 10.85% per annum, from the date of this order till realization of amount.

26. File be consigned to record room.

Announced in open Court today i.e. 06.01.2026.


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

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Present: Ms. Surbhi Garg Bhardwaj, Advocate for complainants.
Mr. Shivaditya Mukherjee, Advocate, for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.



(Rajender Kumar)
Adjudicating Officer,
06.01.2026