

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

Complaint No. 733-2025

Date of Decision: 02.01.2026

Poonam Rani Sinha Mujoo & Sunil Mujoo, R/o E-201, Satisar Apartments, Plot No. 6, Sector 7, Dwarka, South West Delhi, New Delhi-110075.

Complainants

Versus

1. M/s Ansal Housing and Construction Ltd. through its Directors, Registered office: 15 UGF, Indra Prakash, 21, Barakhamba Road, New Delhi-110001.

2. M/s Identity Build-tech Pvt. Ltd. through its Directors, Registered office: 110, Indra Prakash, 21, Barakhamba Road, New Delhi-110001.

Respondents

APPEARANCE

**For Complainants:
For Respondents:**

**Mr. Kuldeep Kumar Kohli, Advocate
None for respondents.**

ORDER

This is a complaint, filed by Ms. Poonam Rani Sinha Mujoo & Mr. Sunil Mujoo, (allottees), under section 31 of The Real Estate

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(Regulation and Development), Act 2016 (in brief Act of 2016) against Ansal Housing and Construction Limited and others (promoters).

2. The brief facts of the complainant's case are that they (complainants) booked a Unit no./Plot No. OBAAN-0403, measuring 1361 sq. ft. area in the respondents' project namely, "Ansals Highland Park" located in Sector-103, Gurugram and same was allotted on 21.03.2015. The builder's buyer agreement (BBA) was executed between the parties on 12.12.2013. As per BBA, due date of possession was 12.06.2018 (including the grace period of 6 months). The total sale consideration of the said unit was Rs.61,51,764.49/-, while total amount paid by the complainants till date is Rs.64,14,769/-. The delay in handing over possession till date of filing complaint is more than 6 years.

3. That the respondents took the money from them (complainants) and utilized the same for some other purposes/ making investments in some other properties but not completed the project, for which the money was collected from the allottees. The respondent is in violation of Section 11 (4) of the Act of 2016. The respondents have resorted to unfair practices by way of making incorrect, false and

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misleading statements over the possession and thereby violated provisions of Section 12 of the Act.

4. Further, the respondents have failed to provide the requisite facilities, amenities and services as agreed at the time of booking. They (respondents) by using their dominant position are dictating unreasonable demands to the complainants without showcasing any progress. The respondents have substantially failed to discharge their obligations imposed upon them under the Act of 2016, rules and regulations made thereunder.

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

- I. To award compensation towards mental agony, physical torture and pain suffered by the complainants at the hands of the respondent, to the tune of Rs.15,00,000/-.
- II. To award compensation towards legal fee and expenses for prosecution, to the tune of Rs.3,00,000/-.
- III. To award compensation towards the loss of rent, to the tune of Rs.28,00,000/-.
- IV. To pass any other order/reliefs as it may deem fit.

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6. The respondents did not contest the claim and were proceeded exparte and their defence was struck off, vide order dated 27.03.2025.
7. Complainants filed affidavit in support of their claim.
8. I have heard learned counsel for complainants and perused the record.
9. According to learned counsel for complainant[✓] due date of possession as per BBA was 12.06.2018 but respondents failed to deliver possession at agreed time, causing loss to his client[✓] i.e. complainant[✓]. During deliberations, it is disclosed 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 13.11.2024, copy of which has been put on file. The respondents in that case have been directed to pay interest at the prescribed rate of 11.10% per annum for every month of delay from the due date of possession i.e. 12.06.2018 till offer of possession plus two months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, apart from some other reliefs.
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10. It is contended by learned counsel for the complainant^L 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 business on account of suspension or revocation of registration under this Act.

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12. Learned counsel for complainant relied upon following two precedents i.e. **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.

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

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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 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)***.

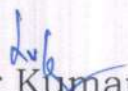
16. Considering all this, there is no reason to allow compensation to the complainant for causing delay on the part of respondent in delivery of possession, when same (complainants) have been allowed DPC by the Authority.

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17. The complainants are thus not entitled to any other compensation (apart from DPC which has already been allowed to the same). Complaint in hands is thus dismissed.

18. File be consigned to record room.

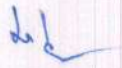
Announced in open court today i.e. on **02.01.2026**.


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

Present: Mr. K. K. Kohli, Advocate for complainants.
None for respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
02.01.2026