

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

Complaint No. 357 of 2024
Date of Decision: 08.01.2026

Mr. Ram Gopal Yadav r/o Plot No. 4A, Vine Street, Malibu Town,
Sohna Road, Sector-47, Gurugram, Haryana-122018

.....Complainant

Versus

M/s Identity Buildtech Private Limited, Registered Office at 110,
Indraprakash, 21 Barakhamba Road, New Delhi-110001

.....Respondent.

APPEARANCE

For Complainant: Mr. K. K. Kohli, Advocate
For Respondent: None (Respondent ex parte).

ORDER

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

2. Briefly stated, according to complainant, in 2012, the respondent announced the launch of "Ansal Highland Park" project consisting of 2BHK, 3BHK and 4BHK apartments along

116
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with certain committed amenities, being developed and marketed by Ansal Housing Limited (formerly known as Ansal Housing & Construction Ltd) on the land falling in the Sector 103, Gurugram, which is owned by Ansal Housing Limited's wholly owned subsidiary Identity Buildtech Private Limited (hereinafter referred to as "IBPL").

3. That the (complainant) while searching for a flat/accommodation were lured by such advertisements and calls from the agents of the respondent for buying a house in their project. The hands of the respondent trapped the complainant, who was caught in the web of false promises of the respondent company. He (complainant) paid the initial amount towards the booking accordingly and filed the application form for allotment of a unit. Complainant after having purchased the apartment in the said project was sent detailed agreement and was requested to sign the agreement and returned to the respondent company. The same was signed on 05.04.2013.

4. That the total demand made by the respondent company was Rs.32,87,959/- before signing the agreement, to which the complainant paid the entire sum to the respondent company which was acknowledged by the respondent company in receipts. As per clause 31, it was assured that the delivery of the

property would be given within 48 months plus six months i.e. by 04.10.2017. The total consideration of the apartment was Rs.1,00,86,913.20, which was inclusive of the basic sale price, external development charges, internal development charges, infrastructural development charges, club membership charges, car parking as in accordance with clause 1 of the said agreement.

5. That the complainant approached the respondent in person to know the fate of the construction and offer of possession in terms of the said agreement, the respondent misrepresented to the complainant that the construction has been completed and under such state of confusion by respondent by fraud and misrepresentation, the respondent company mislead the complainant. However, when the complainant went to visit the said site personally, he was shocked to find that the construction is far from completion and the respondent was guilty of violation of the terms of the agreement and failed to complete the construction in given time schedule even after the lapse of the grace period of six months, (expiring on 30th September 2017).

6. That the respondent has completely failed to honour their promises and have not provided the services as promised and agreed through the agreement, which are illegal and against the spirit of RERA Act 2016 and HRERA Rules 2017.

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7. Contending that the respondent took the money from him (complainant) and utilized the same for some other purposes/making investments in some other properties but not executing the project for which the money was collected from the allottee. This has caused him (complainant) and his family members, physical torture, mental stress and pain and anxiety issues because of the uncertainty in the delivery of the Unit, emotional trauma and pain to the entire family, the torture of not staying in his own dream house. The offer of possession was ~~not~~ given to the complainants on 05.04.2017, however, actual possession has not been handed over to the complainant and the Sale Deed has not been executed in ^{his} ~~their~~ favour till date and hence, the cause of action is a continuous cause of action. Hence, There has been a delay of 6 years and 9 months as on date and the delay is a continuous process. The complainant has prayed for compensation of Rs.5,00,000/- towards mental and physical agony as well as emotional trauma, resulting to complainant by behaviour of respondent, Rs.3,00,000/- as compensation to pursue the case before the Authority as well as before the Adjudicating Officer and on account of Rs.20,25,000/- for loss of rent for the period.

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8. The respondent did not appear during the proceedings and defence of same (respondent) was struck off vide order dated 08.10.2024.

9. Complainant filed affidavit in evidence in support of his claim. I have heard learned counsel for the complainant and perused the record on file.

10. 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 24.09.2021, copy of which has been put on file. The respondent in that case has been directed to pay interest at the prescribed rate of 9.30% per annum for every month of delay from the due date of possession i.e. 05.04.2017 till the actual handing over of the possession, apart from some other reliefs.

11. 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.

12. 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.

13. Learned counsel for complainant relied upon following two precedents ***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,

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Hon'ble High Court of Punjab & Haryana decided several civil writ petitions vide judgment dated 13.01.2022.

14. 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.

15. 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 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.

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

17. 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.

18. On the basis of aforesaid facts, in my opinion, complainant is not entitled to any other compensation (apart from DPC which has already been allowed to the same). Complaint in hand is thus dismissed.

19. File be consigned to record room.

Announced in open court today i.e. on **08.01.2026.**


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

Ram Gopal Yadav vs M/s. Identity Buildtech Private Limited

Complaint No. 357 of 2024

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.

RK
(Rajender Kumar)
Adjudicating Officer,
08.01.2026