

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

Complaint No. 5114-2023

Date of Decision: 06.01.2026

**Rita Sachdeva and Anil Sachdeva, R/o H. No. 7/257, Ground Floor,
Sunder Vihar, Paschim Vihar, New Delhi-110087.**

Complainants

Versus

Ansal Housing Limited (Formerly Ansal Housing and Construction Limited), R/o Ansal Housing Limited, 606, 6th Floor, Indra Prakash, 21 Barakhamba Road, New Delhi-110001.

Respondent

APPEARANCE

For Complainants:

Mr. Himanshu Gautam, Advocate

For Respondent:

None.

ORDER

This is a complaint, filed by Ms. Rita Sachdeva & Mr. Anil Sachdeva, (allottees), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against Ansal Housing and Construction Limited (promoter).

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2. The brief facts of the complainant's case are that they (complainants) are senior citizens and allottees of a shop bearing unit no. SHOP-GF09 admeasuring 494 sq. ft. in the project named as Ansals HUB 83 situated at Sector 83, Gurugram. The respondent is a company registered with the Registrar of Companies under the Companies Act, 1956 and involved in the business of construction and development of residential and commercial projects.

3. That on 14.01.2015 the erstwhile owner M/s PNP PROBUILD (P) LTD. booked a Unit in the project named above. On 18.07.2015 the erstwhile owner transferred all the rights and liabilities in respect of such allotment to the complainants with due permission of the respondent company. Accordingly, the complainants were allotted said shop on ground floor. On 14.01.2015 Builder Buyer Agreement (BBA) was entered ~~into~~ between the parties, ~~where~~ ^{As} per clause 26, the developer should offer possession of unit within 36 months from the date of sanction of building plans or date of execution of allotment letter, whichever is later.

4. That out of the total cost of the said unit, a sum of Rs.33,07,006.05/- was paid by the first purchaser, M/s PNP PROBUILD (P) LTD., till 18.07.2015 and after that the complainants paid further instalments to the respondent as and when demanded by the respondent

till 25.01.2019 and no further payment is pending on part of complainants.

Thus, total sum paid to the respondent till 25.01.2019 is Rs.47,73,007/-.

5. That as per BBA, the committed date of offering the possession was 14.01.2018 but even after payment of more than 95 percent of total ^{sale-} consideration, the respondent is still not offering the possession (and is demanding payment which is illegal and arbitrary). Vide email dated 18.02.2020 the complainants asked the respondent to pay the compensation for the business/rental losses due to delay in offering possession but respondent didn't reply. Again, vide letter dated 27.02.2020 sent through Speed Post, complainants raised the same demand for the compensation of business/rental losses but this time also respondent ^{विद} not even bothered ^{to} to respond. That repeated calls, meetings and correspondences with the respondent and multiple visits to know the actual construction status not only caused loss to the complainants in terms of time, money and energy but also caused mental agony to ^{-kenn. L} him.

6. That the complainants earlier filed a complaint bearing complaint no. RERA-GRG-4408-2021 before Hon'ble Haryana Real Estate Regulatory Authority, Gurugram and the Hon'ble Authority pleased to allow that complaint by passing an order dated 06.07.2022 whereby the authority directed the respondent to give Delayed Possession Charges. On

question of compensation and litigation charges, the Hon'ble Authority asked the complainants to file a separate complaint before the Court of Adjudicating Officer.

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

- a. To hold the respondent guilty of providing deficient services and breach of BBA and award a compensation of Rs.20,00,000/- with interest as per rules from the actual promised date of allotment till realization; and
- b. To award pendent lite interest as per rules from the date of payment of amounts till realization; and
- c. To grant the cost of litigation of Rs.1,10,000/- in favour of the complainant and against the respondent; and
- d. To pass any other order as this forum may deem fit and necessary.

8. The respondent did not contest the claim and it was proceeded exparte and its defence was struck off, vide order dated 07.12.2023.

9. Complainants filed affidavit in support of their claim.

10. I have heard learned counsel for complainants and perused the record.

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11. According to learned counsel for complainants, due date of possession as per BBA was 14.01.2018 but respondent failed to deliver possession at agreed time, causing loss to his clients i.e. complainants. During deliberations, it is agreed by learned counsel for complainants that his clients 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 06.07.2022, copy of which has been put on file. The respondent in that case has been directed to pay interest at the prescribed rate of 9.50% per annum for every month of delay from the due date of possession i.e. 14.01.2018 till the actual handing over of possession whichever is earlier, apart from some other reliefs.

12. It is contended by learned counsel for the complainants 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.

13. 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.

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 complainants claim 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. Further, it is worth mentioning here that complainant did not wish to withdraw from the project but prayed for delayed possession compensation, by filing a complaint with the Authority. The said complaint has already been allowed. Proviso added to sub section (1) of section 18 provides that where an allottee does not intend to withdraw from the

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project, he shall be paid by the promoter interest for every month of delay till handing over of possession, at such rate as may be prescribed. The parliament did not intend to provide compensation other than DPC in case allottee does not intend to withdraw from the project.

17. Following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **"Greater Noida Industrial Development Authority vs. Ranjan Misra"** Appeal No. 70 of 2023 decided on 20.04.2023-----;

"13.9. If were closely examine the above two provisions, it comes out that in a case where the Allottee exists the projects, the Act expressly provides INTEREST AND COMPENSATION both, but in cases where the Allottee tends to stay in the project the Allottee is only entitled for interest of every month till the handing over of the possession. Thus, the intention of the legislature was to provide Compensation only to those Allottees who exit the project and not to those who tends to stay in the project."


18. When complainant has already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow separate

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compensation for same cause of action i.e. delay in delivering of possession. Complaint in hands is thus dismissed.

19. File be consigned to record room.

Announced in open court today i.e. on **06.01.2026**.


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

Rita Sachdeva etc. vs. M/s Ansal Housing & Construction Ltd.
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Present: Mr. Himanshu Gautam, Advocate for complainants.
None for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
06.01.2026