

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

**Complaint No. 1157 of 2023**

**Date of Decision: 08.01.2026**

**1. Adit Bhatia, 2. Usha Bhatia, both R/o E-33, Greenwood City,  
Sector-46, Gurugram.**

**.....Complainants.**

**Versus**

**1. M/s Ramprastha Estate Pvt. Ltd. Registered Office at Plot  
No. 114, Sector-44, Gurgaon, Haryana, 2. Amit Yadav R/o 67,  
Shanti Niketan, 3. Arvind Walia R/o A-105, Ground Floor,  
Vasant Vihar, Kusum Pur, 4. Saurabh Rana R/o C-4049, Vasant  
Kunj.**

**.....Respondents.**

#### **APPEARANCE**

**For Complainants: Mr. Uday Raj Ram, Advocate.**

**For Respondents: None (Respondents exparte and their  
defence was struck of, vide order dated  
16.12.2024).**

#### **ORDER**

This is a complaint filed by Mr. Adit Bhatia and Mrs. Usha Bhatia (allottees), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against Ramprastha Estate Pvt. Ltd. and others (promoter/developer/directors).

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2. Although the complaint was filed by Mr. Adit Bhatia only, ~~On~~ an application filed under order 1 Rule 10 CPC, Mrs. Usha Bhatia was also impleaded as a complainant.

3. Briefly stated, according to complainants, respondent no.1 is a promoter and real estate developer under Act of 2016. Same is a company, having registered office at Shop No. 10, C Block Market, Vasant Vihar, New Delhi. The respondents no. 2 to 4 are directors of respondent no.1. On 09.02.2014, they (complainants) booked a plot measuring 200 sq. yds. with Ramprastha Estate Pvt. Ltd. (respondent no.1) after making payment of Rs.30,00,000/- through two cheques in the presence of all its directors. On 08.03.2014, respondents issued a receipt acknowledging said payment. Despite following up matter with all the respondents, no builder buyer agreement (BBA) was executed by the latters (respondents). The respondents made excuses on one pretext or the other. They (complainants) were informed that their mapping (site plans), were not approved and hence they cannot execute BBA.

4. That they (complainants) tried to contact respondents on several occasions through phone and emails, requesting them for executing of BBA but respondents remained defiant. They

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(complainants) were informed by Mr. Ashish Ahluwalia, Project Manager of respondent that due to the pending approval from the Competent Authority, neither BBA can be executed nor allotment letter can be issued to the complainants.

5. That they (complainants) came to know that they were not alone who were duped by the respondents, but hundreds of the buyers had been cheated. Several complaints were lodged against them.

6. That after waiting for a long time, they (complainants) approached the respondents to know status of construction of the project. The respondents expressed their inability to hand over possession of the plot or even to execute BBA. They (complainants) lodged a complaint to the office of Deputy Commissioner of Police.

7. Contending all this, complainants requested for direction to respondent to pay compensation for causing delay in handing over possession of the booked plot with interest at rate of 18% per annum from the date of payment till delivery of possession of their plot and again a sum of Rs.2,00,000/- as compensation for mental agony and harassment. Further, any other order which this forum may be fit.

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8. An application filed by complainants seeking amendment in complaint, was allowed. Complainants through amended complaint have prayed for following reliefs: -

- i. To direct the respondent to give compensation of Rs.90,000/- (calculated @ 12% for 3 months) being interest for wrongfully keeping a substantial sum of Rs.30,00,000/- from the complainant before execution of the Agreement.
- ii. To direct the respondent to give compensation of Rs.1,00,000/- for taking undue advantage of its dominant position and not executing a buyer's agreement despite the delay of 6 years along with interest 12%; and/or
- iii. To direct the respondent to give compensation of Rs.10,00,000/- for causing harassment, mental agony and financial burden to the complainants along with interest 12%; and/or
- iv. To direct the respondent to compensate the complainant by paying a sum of Rs.20,00,000/- towards the increase in construction cost, along with interest; and/or
- v. To direct the respondents to pay compensation of 25% of the total sale price as loss of escalation of cost of the property along with interest 12%;
- vi. To direct the respondents to pay compensation to the tune of Rs.2,20,000/- in lieu of litigation cost for pursuing the present case and the case before the Authority and the civil case along with interest 12%;
- vii. Pass any other order, as may deem fit.

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9. The respondent no.1 contested the claim by filing written reply/objections.

10. Answering respondent challenged very maintainability of the complaint alleging that this Forum (Adjudicating Officer) had no jurisdiction to entertain the complaint. It is further averred that the complainants approached the respondent in year 2014, to invest in an undeveloped agricultural land in one of its futuristic projects in Sector 92, 93, 95, 37-C and 37-D, Gurugram. The complainants paid booking amount of Rs.30 lacs through two cheques as claimed by the same. It was clearly stated that a definite plot can be earmarked only once the zoning plans are approved by the Statutory Authority. The complainants were never interested in fulfilling necessary formalities towards booking of said plot. Same (complainants) did not make further payment in said project of Ramprastha City. They (complainants) never turned up for completion of formalities.

11. That the complainants are owner of one other property. This fact is concealed by the same. The unit in question was not purchased by the complainants for their personal use,

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rather it was to gain commercial advantage. Being investors, complainants are not entitled to any relief.

12. The respondent claimed that same has to bear with the losses and extra costs due delay of payment of development charges, Govt. charges (EDC & IDC), PLC and interest free maintenance security (IFMS) on the part of complainants for which same are solely liable. They delay was solely attributable to the regulatory process for approval of layout by Town and Country Planning Department. Stating all this, the respondent no.1 prayed for dismissal of complaint, with exemplary costs.

13. Complainant Adit Bhatia filed an affidavit in evidence in support of his claim. Respondent did not opt to adduce any evidence.

14. I have heard learned counsel appearing on behalf of complainants and perused the record on file. None appeared on behalf of respondents at the time of arguments.

15. As described earlier, complainants claim that respondent no. 1 is a promoter under Act of 2016. They booked unit in question on 09.02.2014. Act of 2016 was enacted on 25<sup>th</sup> March, 2016 and came into force in year 2017. Question arises as to whether Act of 2016 is applicable in this case or not.

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16. According to respondent complainants invested in an undeveloped agricultural land in one of its futuristic projects in Sectors 92, 93, 95, 37-C and 37-D, Gurugram. It was clarified by it (respondent) at the time of booking that a specific plot shall only be earmarked once the zoning plans are approved by the Statutory Authority. In the next breath, the respondent alleged that after booking, complainants <sup>said</sup> ~~were~~ <sup>turned</sup> never up for completion of formalities. Same (complainants) booked a plot measuring 200 sq. yds. in the futuristic project in Ramprastha City of the respondent. Same (complainants) did not come forward to execute buyers' agreement. Further that same (respondent) had to bear losses and extra costs owing to delay payment of development charges, Govt. charges (EDC & IDC), PLC and interest free maintenance security (IFMS) on the part of complainants for which they were solely liable. In this way, ~~plea~~ of respondent is contrary, <sup>are to each other.</sup> If it was an agricultural land, no EDC & IDC etc. was required to be paid. From all this, it is clear that respondent was a promoter within the meaning of Section 2 (zk) of the Act, which defines promoter as -

- (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments....., (ii) a person who develops land into a project,

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whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons, (vi) such other person who constructs any building or apartment for sale to the general public.

17. It is not denied on behalf of respondent <sup>No. 1</sup> that said project was not complete till Act of 2016 came into force. In this way, project in question can be termed as an ongoing project, when Act came into force.

18. The respondent further challenged maintainability of present complaint before the Adjudicating Officer alleging that same has no jurisdiction to entertain present complaint.

19. As per learned counsel for complainants, his clients have prayed for compensation and jurisdiction to allow compensation is vested with the Adjudicating Officer.

20. As per Section 71 of the Act, Adjudicating Officer is appointed for the purpose of adjudging compensation under sections 12, 14, 18 and section 19 of the Act. All this is verified by the Apex Court while deciding in case titled as *M/s Newtech Promoters and Developers Private Limited versus State of UP & Ors. etc.*

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21. By filing this complaint, complainants prayed for direction to the respondents to pay compensation for causing delay in handing over possession of booked unit. As it is explained by the Apex Court in *New-tech Promoters and Developers Private Limited's case*, jurisdiction to decide cases of delay possession compensation is with the Real Estate Regulatory Authority and not with the Adjudicating Officer.

22. Perhaps, considering aforesaid facts, complainants prayed for amendment in the complaint and after amendment, same have prayed for compensation on very counts as described above. Complainants sought a compensation of Rs.90,000/- from the respondent for keeping their amount of Rs.30 lacs and again Rs.1,00,000/- for taking undue advantage and not executing buyer's agreement.

23. Section 13 (1) of the Act provides that a promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot or building as the case may be, as an advance payment..... without first entering into a written agreement for sale. Even if said plea of <sup>Complainants</sup> <sub>respondent</sub> is taken as true, same is violation of Section 13 of the Act, which is not within the preview of Adjudicating Officer's power.

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24. Further, relief sought by the complainants is direction to respondents to pay Rs.20 lacs towards increase in construction cost, compensation of 25% total sale price as loss of escalation of cost. None of these reliefs is for violation of any of Sections 12, 14, 18 and 19 of the Act.

25. Again, when these reliefs are beyond the jurisdiction of Adjudicating Officer, same cannot allow compensation simply for causing harassment, mental agony or litigation cost on account of accepting amount more than 10% of sale consideration or for delay in handing over possession as jurisdiction to allow such reliefs is vested with the Authority and not with Adjudicating Officer. The complainants could have approached the Authority or any other Forum having jurisdiction to entertain the complaint. Present complaint is not maintainable before the Adjudicating Officer. Same is thus dismissed.

26. File be consigned to record room.

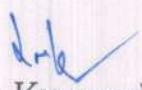
Announced in open court today i.e. on **08.01.2026**.

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

Present: Mr. Uday Raj Ram, Advocate for complainants.  
None for respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

  
(Rajender Kumar)  
Adjudicating Officer,  
08.01.2026