

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

**Complaint No. 5983-2024
Date of Decision: 09.01.2026**

Sachit Bhatia and Vinod Bhatia, Rs/o Flat No. C-2001, Pioneer Park, Sector-61, Gurugram, Haryana.

Complainants

Versus

M/s Sepset Properties Private Limited, Registered Office at Room No. 205, Welcome Plaza S-551, School Block-II, Shakarpur, Delhi-110092.

Respondent

APPEARANCE

For Complainants: Mr. Sukhvir Yadav, Advocate.
For Respondent: Mr. Yugantar Singh Chauhan, Advocate.

ORDER

1. This is a complaint filed by Sachit Bhatia and Vinod Bhatia (allotees) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s Sepset Properties Private Limited being a promoter within the meaning of section 2 (zk) of the Act.
2. According to complainants, they are law-abiding citizens of India and residents of Gurugram, Haryana. In December

2012, the complainant (Mr. Sachit Bhatia) received a marketing call from a real estate firm claiming to be an authorized agent of the respondent. They promoted the "Paras Dews" project in Sector 106, Gurugram. Along with his mother, Mrs. Vinod Bhatia and the real estate agent, Mr. Bhatia visited the project site and the respondent's corporate office. There, they met with the marketing staff and office bearers of the respondent. The marketing staff and office bearers, in collusion with the real estate agent, assured the complainants of the proposed specifications, provided a brochure and promised possession of the flat within 42 months of booking. The respondent also confirmed that the project was free from encumbrances and had all necessary permissions from concerned authorities. Furthermore, the respondent represented itself as a financially sound and technologically superior group, assuring completion of the project before the scheduled date.

3. That on 29.12.2012 impressed by the respondent's representations and assurances, they (complainants) booked a 2 BHK residential apartment, measuring 1385 sq. ft. in the respondent's project "Paras Dews" at Sector 106, Gurgaon. The Flat No. T-E-0601 was booked under the Construction Link Payment Plan for a sale consideration of Rs.98,07,200/-. An initial payment of Rs.8,00,000/- was made through cheque on account of

application/booking money. The payment plan is annexed on page 35 of the Flat Buyer Agreement.

4. That after a long follow-up, a Pre-Printed, arbitrary, one-sided and unilateral Builder Buyer Agreement (BBA) was executed between the parties. As per Clause 3.1 of the BBA, the respondent was obligated to hand over possession of the apartment within 42 months, with an additional 6-month grace period. This period was to commence from the later of either the agreement execution date or the date of obtaining all necessary licenses and approvals for construction. Since the building plans were approved on 26.09.2012 and the BBA was executed on 12.06.2013, the due date for possession was 12.06.2017. However the Hon'ble HRERA, in its order dated 23.01.2020, passed in CRN 6546 of 2019, has considered 26.09.2017, as the due date of possession.

5. That On 13.12.2019 the respondent provided a statement of account, which reveals that as of 30.12.2015, the respondent had demanded a total of Rs.89,11,091/- and the complainants had paid the said amount in full. On 13.12.2019 the complainants sent a grievance email to the respondent, highlighting their concerns regarding the delayed possession of their unit as well as other related issues. In the said email, the complainants specifically

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mentioned the respondent's abuse of dominant position and the financial harassment they were facing as a result. It is worth noting that the respondents' actions have caused significant distress to the complainants. Despite investing a substantial portion of their hard-earned money, they have yet to receive possession of their unit. The complainants had been paying considerable installments in anticipation of obtaining possession. Regrettably, they found themselves shouldering the burden of both installment payments and bank loan EMIs, without making any progress toward acquiring the property.

6. That pursuant to the payment schedule outlined in the BBA, the complainants had paid more than 90% of the total amount i.e. Rs.89,11,091/- by 30.12.2015 including car parking and other allied charges. However, upon observing that the construction of the subject flat had stalled for an extended period, the complainants raised their concerns with the respondent. Despite this, the complainants remained willing to pay the outstanding installments, provided that construction of the flat resumed and progressed satisfactorily.

7. ~~That the~~ ^S main grievance of the complainants in the present complaint is that despite the complainants having cleared (deemed clear) all the dues w.r.t the subject flat, the respondent

failed to deliver the possession of the flat on or before the due date. Moreover, the due date of possession was 06.09.2017 and the respondent has not even offered valid possession to the complainants which has caused an acute financial loss to the complainants. Furthermore, it is noteworthy that the respondent party obtained the Occupation Certificate (OC) for the project and the unit in question on 26.04.2023. Despite having received the OC, which is a crucial document confirming the project's completion and readiness for habitation, the respondent party still failed to hand over physical possession of the unit to the complainants.

8. In view of the facts mentioned above, the complainants have prayed for the following reliefs: -

- (i) To get compensation for the rental cost/loss of Rs.30,45,000/- accrued from 06.09.2017 (due date of possession) till present date i.e., 06.12.2024. (Justification: the minimum rental value of a flat in the same location of the project is Rs.35,000/- per month).
- (ii) To get compensation on account of depreciation of Rs.14,22,043/-.
- (iii) To get compensation on account of loss of interest of Rs.3,20,724/-.
- (iv) To get the compensation of Rs.10,00,000/- for causing mental agony.
- (v) To get a compensation of Rs.1,00,000/- for travel expenses and loss of work, the complainant had to appear before the Hon'ble Authority and Executing Courts about 20 times on their working days. (Justification: Per day travelling cost and loss of work is Rs.5,000/- per day).
- (vi) To get the litigation cost of Rs.2,10,000/- (Justification: Rs.55,000/- for complaint case,

Rs.55,000/- for execution case and Rs.1,00,000/- for present case).

(vii) The complainants are also entitled to any other relief to which they are found entitled by this Court.

9. After service of notice, respondent appeared on 29.01.2025 through its counsel Mr. Himanshu Singh. The latter sought adjournment to file reply. Request was allowed and matter was adjourned for 16.05.2025. No written reply was filed by respondent and defence of it was struck off on that day i.e. 16.05.2025.

10. Complainants filed a joint affidavit in evidence, reaffirming their case.

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

12. According to learned counsel for complainants, due date of possession as per BBA, was 12.06.2017 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 23.01.2020, copy of which has been put on file. The respondent in that case has been directed to pay the

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interest at the prescribed rate i.e. 10.20% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 06.09.2017 till the date of that order within 90 days from the date of that decision and thereafter monthly payment of interest shall be paid before 10th of every subsequent month till offer of possession, whichever is earlier, apart from some other reliefs.

13. 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.

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14. 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.

15. 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.

16. 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 ***M/s Newtech Promoters and Developers Private Limited versus State of UP & Ors. etc.***, it is for the Authority to entertain the complaint seeking DPC. Relevant portion of the Apex Court order is reproduced here as under: -


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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.*

17. Further, it is worth mentioning here that complainants 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 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.

18. Following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **"Greater Noida Industrial**

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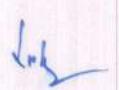
Development Authority vs. Ranjan Misra" Appeal No. 70 of 2023 decided on 20.04.2023-----;

"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."

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

20. File be consigned to record room.

Announced in open court today i.e. on **09.01.2026**.

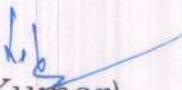

(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate
Regulatory Authority,
Gurugram.

Sachit Bhatia and another vs. M/s Sepset Properties Pvt Ltd

Present: Mr. Sukhvir Yadav, Advocate for complainant.
Mr. Yugantar Singh Chauhan, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
09.01.2026