

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

**Complaint No.754-2024
Date of Decision: 07.01.2026**

Mrs. Krishnawanti, R/o H. No. 184 B, near Dashera Ground, New Colony, Gurgaon.

Complainant

Versus

M/s T. S. Real-Tech Private Limited, R/o E-26, Panchsheel Park, New Delhi.

Respondent

APPEARANCE

For Complainant:
For Respondent

Mr. Ashok Saini, Advocate.
Mr. Anubhav Singh, Advocate.

ORDER

1. This is a complaint, filed by Mrs. Krishnawanti (allottee) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s T. S. Real-Tech Private Limited (promoter) as per section 2 (zk) of Act 2016.
2. The brief facts of the complainant's case are that the respondent is a company engaged in the business of real estate and constructions as well as residential group housing societies. A unit measuring 481.44 sq. ft. in the project "Iris Broadway" at sector 85-86,

Gurugram, bearing no. F-142, First Floor was booked by allottee/complainant with the respondent for a sum of Rs.42,90,834/- in April, 2013. It led to execution of buyer's agreement between the parties on 23.07.2013. The due date for completion of the project & offer of possession was agreed upon as 01.10.2016. It is the case of complainant/allottee that though she paid a total sum of Rs.16,89,000/- i.e. 29% of the total sale consideration but the respondent failed to get execute buyers' agreement. When she received a pre-printed space buyer agreement it was containing unfair and biased terms and conditions and the same was not as per the assurance given at the time of booking. But finding no alternative and being cheated, she had to execute buyer's agreement on 23.07.2013.

3. That further the case of the complainant is that after expiry of the due date, she requested the respondent about the status of the project and offer of the possession of the unit. But she was surprised to receive a letter dated 31.12.2018 cancelling the allotment of the unit violating the terms and conditions of the booking. As and when the demands against the allotted unit were raised, she used to pay and paid a total sum of Rs.16,89,000/- in all but the allotment of the unit was cancelled illegally and without following the due procedure and as per the terms and

conditions of the buyers' agreement. So, on these broad averments, she filed the complaint seeking setting aside the cancelation of the allotted unit its possession, delay possession charges besides litigation expenses.

4. That as per the order dated 07.07.2022, the Hon'ble Authority directed the respondent to refund the entire amount after deducting 10% of the basic sale price along with interest @ 10.70% till realization. The Hon'ble Authority provided to approach the Hon'ble Adjudicating Officer for compensation and litigation charges under section 71 and 72 of the Act. Hence, this complaint.

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

- i. To direct the respondent to provide compensation to the complainant for causing mental agony and harassment to the tune of Rs.5,00,000/-.
- ii. To award litigation costs and expenses to the tune of Rs.2,00,000/- incurred by the complainant.
- iii. Any further order this Court and Forum, deems fit in favour of the complainant.

6. The respondent contested the complaint by filing a written reply. It is submitted that the present complaint filed by the complainant seeking compensation on alleged mental agony and harassment and litigation cost and expenses is liable to be dismissed as mala fide, false,

fabricated and wholly misconceived. The present complaint deserves outright dismissal as it is barred by limitation. The cause of action arose on 31.12.2018 when the unit was rightfully cancelled by the respondent, as also upheld by the Hon'ble Authority vide order dated 07.07.2022. Even if the period of Covid is eliminated, then also the present complaint is barred by limitation. The complainant cannot approach this Court by making untimely pleadings with material concealment of facts and seek frivolous reliefs.

7. It is also submitted that the space buyer agreement executed between the parties was created in the light of various laws of the land. The complainant made default on the outstanding amount sales consideration. Furthermore, the respondent also offered the complainant to collect the refund amount after deduction. It is further submitted that the respondent has already paid the entire amount to the complainant as directed by the Hon'ble Authority vide order dated 07.07.2022.

8. Denying all averments of complainant, the respondent has prayed for dismissal of complaint.

9. Both of the parties filed affidavits in support of their claims.

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

W
AO

11. It is contended by learned counsel for respondent that unit in question was cancelled as complainant-allottee was in default of making timely payment of instalment. Admittedly ^{present} complainant filed a complaint before the Authority i.e. complaint no. 1572 of 2019 which was decided by the Authority vide order dated 07.07.2022. The Authority held as, "**it is undoubted that the complainant-allottee was in default in making timely payments leading to cancellation of allotted unit by the respondent as per terms and conditions of allotment**". Although the Authority allowed refund of the amount but after deducting 10% of the basic sale price of allotted unit.

12. ^{when} The unit in question was cancelled, ^{on the} ~~when~~ allottee-complainant ^{having} failed to pay amount of sale consideration in time, same is not entitled to any compensation for cancellation of that unit. Complaint is thus dismissed.

13. File be consigned to record room.

Announced in open court today i.e. on **07.01.2026**.

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

Present: Mr. Ashok Saini, Advocate for complainant.
Mr. Anubhav Singh, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
07.01.2026