

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

**Complaint No. 5627-2023**

**Date of Decision: 17.02.2026**

**Sh. Anil Kumar Rathi through his power of attorney Smt. Komal Rathi  
W/o Sh. Gopi Kishan Rathi, R/o Flat No. 4F, Swastik Space Lalungaon  
OPP-NPS International School, Guwahati, District Kamrup, Assam.**

**Complainant**

**Versus**

- 1. M/s Ansal Housing and Construction Ltd. through its Managing Directors, At 15 UGF, Indraprakash, 21, Barakhamba Road, New Delhi-110001.**
- 2. M/s Identity Buildtech Pvt. Ltd. through its Managing Directors, At 11, Indraprakash, 21, Barakhamba Road, New Delhi-110001.**
- 3. M/s Agro Gold Chemicals Pvt. Ltd. through its Managing Directors, At B-1/1345, Vasant Kunj, New Delhi-110070.**

**Respondents**

**APPEARANCE**

**For Complainant:**

**For Respondents:**

**Mr. Kuldeep Kumar Kohli, Advocate**

**None for respondents no.1&2.**

**Mr. Ayush Tomar, Advocate for  
respondent no.3.**

**ORDER**

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This is a complaint, filed by Sh. Anil Kumar Rathi (allottee) through his attorney Smt. Komal Rathi, under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s Ansal Housing and Construction Limited and others (promoters).

2. The brief facts of the complainant's case are that the latter (complainant) booked a Unit no./Plot No. EDNBG-0804, measuring 1940 sq. ft. area in the respondents' project namely, "Ansal Highland Park" located in Sector-103, Gurugram, on 09.06.2009 and same was allotted on 03.10.2012. A builder buyer agreement (BBA) was executed between the parties on 29.03.2013. Total sale consideration of the said unit was agreed to Rs.1,01,80,983.80. The total amount paid by the complainant till date was Rs.44,00,000.00. The due date of possession was 16.04.2017. Offer of possession was given on 17.10.2017. The total delay on account of different reasons is more than 74 months.

3. According to complainant, the respondents are in violation of Section 11 (4) of the Act. They (respondents) have resorted to unfair practices by way of making incorrect, false and misleading statements over the possession and thereby violated provisions of Section 12 of the Act. They (respondents) have failed to provide the requisite facilities, amenities and services as agreed at the time of booking. They, by using

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their dominant position are dictating unreasonable demands to the complainant without showcasing any proficient progress. They (respondents) have substantially failed to discharge their obligations imposed upon them under the Act and rules and regulations made thereunder.

4. Contending all this, the complainant has prayed for following reliefs: -

- I. To award compensation towards mental agony, physical torture and pain suffered by the complainant at the hands of the respondent, to the tune of Rs.5,00,000/-.
- II. To award compensation towards legal fee and expenses for prosecution, to the tune of Rs.3,00,000/-.
- III. To award compensation towards the litigation charges paid by the complainant.
- IV. To pass any other order/reliefs as it may deem fit.

5. The respondents did not opt to contest the claim. They were proceeded ex parte and their defence was struck off, vide order dated 01.02.2024.

6. The complainant filed affidavit of Smt. Komal Rathi, in support of his claim.

7. I have heard learned counsels for complainant as well as

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respondent no.3 and perused the record.

8. It is submitted by learned counsel for complainant that due date of possession as per BBA was 16.04.2017 but respondents failed to deliver possession at agreed time, causing loss to his client i.e. complainant. 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 20.09.2023, copy of which has been put on file. The respondent in that case has been directed to pay interest at the prescribed rate of 10.75% per annum for every month of delay from the due date of possession i.e. 17.10.2017 till the expiry of two months from the date of offer of possession after issuance of occupation certificate, apart from some other reliefs.

9. According to learned counsel for the complainant, 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 respondents (promoters) failed to discharge their obligation of handing over possession, in agreed time as per terms and conditions of BBA and hence, liable to pay compensation.

10. True, when the complainant claims that promoters/respondents failed in this case to discharge their obligations under Builder Buyer Agreement, the Adjudicating Officer gets jurisdiction to adjudge compensation but 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 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.

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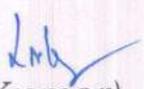
11. Following was held by Uttar Pradesh Real Estate Appellate Tribunal in case "**Greater Noida Industrial Development Authority vs. Ranjan Misra**" Appeal No. 70 of 2023 decided on 20.04.2023-----;

*"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."*

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

13. File be consigned to record room.

Announced in open court today i.e. on **17.02.2026**.

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