

Nand Lal vs. NBCC India Ltd.

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

Complaint No. 4616 of 2024

Date of Decision: 24.02.2026

**Mr. Nand Lal son of Sh. RoopChand, R/o Flat No. 927, Pocket-I,
Radhika Apartment, Sector-14, Dwarka, New Delhi-110078**

Complainant

Versus

**M/s. NBCC (INDIA) LIMITED, Head Office NBCC Bhawan, Lodhi
Road, New Delhi-110003**

Respondent

APPEARANCE

For Complainant:

Mr. Gaurav Rawat, Advocate

For Respondent:

Mr. P.K. Sachdeva, Advocate

ORDER

1. This is complaint filed by Mr. Nand Lal (allottee) under section 31 read with section 71 of the Real Estate (Regulation and Development), Act 2016, against M/s. NBCC (India) Limited (promoter).

2. According to complainant, the respondent is a leading Real Estate Public Sector Undertaking Company, with various projects in Delhi NCR and other parts of India. Through public

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advertisement, it (respondent) boasted that it has been its endeavour to meet the expectations of buyers. Respondent enticed the buyers to invest their hard-earned money in its project "**NBCC Green View**" and made all claims and promises of high-quality construction and timely possession. It ensured that the possession will be handed over to him (complainant) within a period of one year and seven months from the date of booking.

3. That it was further assured that it (respondent) has procured all the necessary permissions and licenses from the competent authority for the start and timely completion of the project.

4. That on 7th February 2018 after being lured and deceived by such tall claims of representation, he (complainant) booked a shop/unit bearing No. Kiosk-5, having super area measuring 166 sq ft in its project. On 7th February 2018, he filed an "**Application Form**" for allotment of a shop/unit bearing No. Kiosk-5 in its project "NBCC Green View located in Sector-37D, Gurugram Haryana and paid an amount of Rs.1,00,000/- along with the application for booking of the said unit.

5. That on 31st March 2018, it (respondent) sent an "**Allotment Letter**" to him (complainant), according to which, he


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was allotted said Kiosk-5 in its project having super area of 166 sq. ft for a total sale consideration of Rs.1,94,69,010/-. Payments were to be made as per the "**Payments Schedule**" annexed with Allotment Letter annexed as Annexure-C1.

6. That it (respondent) after many follow-ups and repeated reminders, finally sent offer of possession letter dated 10.10.2018 to him (complainant), raising a demand of Rs.1,01,811/-. Same was paid by the complainant in time bound manner and the possession was taken by him (complainant) after completing all ~~the~~ one-sided formalities. Thereafter, he (complainant) had been using the said shop for his own purpose and running business of Departmental Store under the name of "Harshika Departmental Store" since 08.11.2019. He (complainant) is the only bread-earner, having four dependents in his family.

7. That on 13.10.2021, the respondent arbitrarily and without reasonable justification and time to the complainant sent a notice dated 13.10.2021 to vacate said shop. It is pertinent to mention here that he (complainant) ~~had~~ invested his lifetime earnings in the project of the respondent. The respondent again issued vacation notice dated 18.11.2021 to the complainant, who objected to the act of the respondent by writing several emails but

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respondent failed to respond and got evicted the complainant from the premises.

8. That the respondent sent offer letter for refund in lieu of cancellation of allotment of shop. Thereafter, the complainant filed complaint dated 14.03.2022 to DTP Gurugram and then also filed complaint on 13.02.2022 before Deputy Commissioner, Gurugram in respect of said issues. In this way, the respondent has played a fraud and cheated the complainant.

9. That in order to run the conventional store in the said unit, he (complainant) got done some work like electrical fitting for Rs.21,630/-, electronic items for Rs.46,000/- and wooden work for an amount of Rs.2,12,766/- all amounting to Rs.2,80,396/-. He (complainant) suffered loss of earning of Rs.40,000/- per month from the Departmental Store and also suffered loss on account of damage of articles i.e. electricity fittings, counter, electric equipment's, Deep Frezer, Mirror Refrigerator, water jar, Chair grocery items.

10. That he (complainant) filed a complaint before the RERA, Gurugram seeking refund of the amount along with interest, which the Authority after considering the facts and circumstances vide judgment dated 26.07.2024 directed the respondent to refund


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the entire amount paid along with interest @ 11% per annum in addition to Rs.1,00,000/- as penalty imposed upon the respondent.

11. Alleging that he (complainant) suffered at the hands of the respondent, sought following reliefs: -

- i. To direct the respondent to pay a sum of Rs.2,80,396/- on account of loss of interior work.
- ii. To direct the respondent to provide compensation of Rs.50,000/- on account of loss of goods.
- iii. To direct the respondent to give compensation of Rs.5,00,000/- for taking under advantage of its dominant position.
- iv. To direct the respondent to provide the total business loss of Rs.40,000/- per month till date of refund of amount that has been incurred by the complainant.
- v. To direct the respondent to pay compensation of 25% of the total sale price as loss of escalation of cost of the property along with 12% interest.
- vi. To direct the respondent to provide compensation of Rs.5,00,000/- along with 12% interest for causing financial and mental agony and harassment to the complainant.
- vii. To direct the respondent to provide the compensation of Rs.2,00,000/- towards the legal costs incurred.

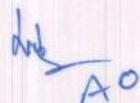
12. Respondent contested the claim of complainant by filing a written reply. It is averred that it (respondent) is Public Sector Undertaking, and inter-alia engaged in the business of construction of residential/commercial projects. It developed a residential complex named "NBCC Green View Apartments", at Sector-37D, Gurugram. It had appointed IIT Delhi (IITD) as a

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consultant in December 2020 for the structural condition assessment of the Project. IIT-Delhi vide a report dated 02.02.2021 suggested that certain repairs were required to be made in the towers of the Project. These repairs were accordingly undertaken by the contractor engaged in the project namely M/s. Rama Civil India Construction Pvt Ltd.

13. That vide its follow up report dated 06.10.2021, IIT-Delhi advised vacating the flats within a period of two months in the interest of resident's safety. IITD also advised the respondent to carry out a detailed analysis of the feasibility of the repair of the structure. In view of the same, Opposite Party being a responsible Central Public Sector Enterprise (CPSE), desirous of having the said complex vacated in order to prevent any risk to occupants, put up notices at conspicuous places in and around the project site on 13.10.2021 requesting occupants to vacate the complex by 10.11.2021 and to contact respondent Help Desk at the site for further information.

14. That subsequently another report on suggested repair after a follow-up of IIT Delhi dated 17.11.2021 was received by the respondent, which stated that a follow-up visual inspection of the


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buildings in the project, indicated continued cracks in the structures at an accelerated pace.

15. That in view of the same, respondent put up another notice dated 18.11.2021 at the site requesting occupants to vacate the complex by 23.11.2021 and to contact Opposite Party no.1 Help Desk at the site for further information.

16. That ^h~~further~~ the District Magistrate cum Chairperson of District Disaster Management Authority, Gurugram (DDMA) vide order dated 17.02.2022 also directed the residents to evacuate the premises for safety considerations amongst others. As on date, the respondent has complied with the aforesaid directions of DDMA and all residents have vacated their dwelling units.

17. That in view of the IITD Report, the Opposite Party in the meantime also appointed an external committee of experts from IIT Roorkee and Central Building Research Institute, Roorkee in order to conduct an in-depth examination of the issues in the Project and to review the report submitted by IITD for more clarity on the issue. The report of the external committee of experts has been received in April 2022.

18. That the Opposite Party vide offer letter dated 08.09.2022 had offered the complainant amongst others to re-

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purchase the property in question and also agreed to refund the cost of the shop along with other incidental expenses subject to terms and conditions contained therein. The complainant is fully aware of the fact that the respondent has been taking reasonable steps to resolve the grievances of all the allottees of NBCC Green View Apartment, Sector 37D, Gurugram.

19. That it is unfortunate that the Project has become uninhabitable, although, it is pointed out that the Project building still stands tall, albeit with structural cracks. Therefore, it has rendered the performance of the respondent's promises to its allottees impossible. While the respondent is undertaking all legal actions against the contractors who were involved in the faulty construction of the Project.

20. That respondent has paid the entire amount with up-to-date interest @ 11% p.a. and penalty of Rs.100000 as passed by the Authority on 26.07.2024 in complaint bearing no. 677 of 2023. However, the complainant has failed to tender the documents related to the property.

21. That respondent does not admit any of the allegations made in the complaint, except ~~save~~[&] those that are specifically and expressly admitted herein and put the complainant to strict proof

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of the same. The respondent provided a true picture of the Project to the allottees and no comments are warranted on behalf of the respondent in this regard. The respondent's claims and reputation are public knowledge and the complainant chose the allotted unit out of his own free will.

22. That the complainant was offered timely possession in terms of the allotment letter dated 31.03.2018 and the complainant took possession of his own free will. The complainant is raising unnecessary issues. It is his own submission that he started the operations in the year 2019, i.e. more than one year after the possession.

23. Denying all averments, respondent prayed for dismissal of complaint.

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

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

26. Factual matrix as claimed by the complainant did not remain in dispute. It is pointed out that present complainant approached Real Estate Regulatory Authority, Gurugram (the Authority) seeking refund of the amount and that complaint was

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allowed by the Authority vide order dated 26.07.2024. The respondent has been directed to refund the amount i.e. Rs.19,63,651/- received by it from the complainant along with interest at rate 11% p.a. as prescribed under rule 15 of Rules of 2017. It is not disputed on behalf of respondent even that there were structural defects in the construction, which were verified from a report given by IIT Delhi. According to learned counsel for complainant, respondent undertook to refund the amount and to pay compensation but no such amount was paid to his client. A copy of letter/notice dated 25.11.2021 is on the record. Authenticity of which is not denied by learned counsel for respondent. Admittedly, the respondent hired some Government approved valuer/architect to assess value of interior work done by the respondent including the complainant. One report submitted by such valuer is on the record. According to learned counsel for complainant, his client was not ^{contacted} ~~shared~~ by any such valuer and report given by him is one-sided and not acceptable to his client. Needless to say, that the valuer has assessed cost of interior as done by the complainant to Rs.1,10,000/-. According to learned counsel for complainant, his client spent more than Rs.2 lacs on interior. He has put on file copy of invoice dated 06.11.2019 issued

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by Subodh Constructions. According to which a total amount for interior was Rs.2,12,766/-. Apart from electric work, a copy of invoice/cash memo from Shiv Electricals dated 08.11.2019 is put on file. According to which, complainant spent Rs.21,630/- to do electric work. Apart from same, learned counsel claims a Refrigerator, Display Freezer and Deep Freezer for Rs.46,000/-, having been installed in the unit in question.

27. Admittedly, a prior notice was given by the respondent to the residents including complainant to vacate the premises referring report of IIT Delhi, which found that ~~same~~ ^{subject shop} was not ^{fit for} human dwelling/use. The complainant could have taken out at-least some articles like Refrigerator etc. but in ^{- spite} ~~support~~ of vacating the same, complainant kept on working from the unit inviting danger to himself as well as ^{to the} goods lying therein.

28. As mentioned above, the valuer appointed by the respondent has assessed price of interior at Rs.1,10,000/-. Apparently, some items allegedly installed by the complainant have not been considered by that valuer. In these circumstances, I allow Rs.2,00,000/- as cost of interior including electricity fittings, to be paid by the respondent.

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29. Admittedly even Rs.1,10,000/- as assessed by the valuer ^{have} has not been paid to the complainant.

30. The complainant has prayed for compensation of 25% of total sale price as loss of escalation of cost of the property.

31. As mentioned above, the complainant purchased unit in question after making entire payment. Possession of it was given on 11.10.2018, meaning that payment of entire sale consideration was done before 11.10.2018. It is contended by learned counsel for complainant that prices of similar units in that area have been increased more than 200%. Although the complainant has put on file screen-shots of some real estate site i.e. magic bricks etc. to verify appreciation in value of property. However, same are not conclusive evidence about appreciation. When, it is found that the complainant is entitled for compensation, his case cannot be thrown away simply because same could not adduce reliable evidence. It is for this Forum, to assess if there was any appreciation in value of similar properties in Gurugram by facts and circumstances of the case and relying upon some other prevailing circumstances. **As per AI overview, commercial property in Sector 37, Gurgaon, from Oct. 2018 (date of possession/payments) to July 2024 (date of refund)**

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experienced significant appreciation, driven by improved infrastructure like the Dwarka Expressway and its industrial location. Prices reached high premium levels by 2024, with some commercial/industrial spaces in the area reaching over Rs.22,000 per sq. ft. for ready-to-move options.

32. It is pointed out that unit in question which is a commercial shop measuring 166 sq. ft. was allotted to the complainant for a sale consideration of Rs.19,42,200/- (basic sale price). It comes to Rs.11,700/- per sq. ft. As per AI Overview, the rates of similar properties appreciated to Rs.22,000/- per sq. ft. In other words, the property is appreciated ^{about 2} 88%. Even if it is presumed that value of commercial shops would have increased to 85% in that area. Amount of Rs.19,42,200/- if invested in some other similar project would have appreciated to Rs.16,50,870/-. As pointed out earlier, by order of the Authority the amount paid by complainant has already been ordered to be refunded. Considering all this, complainant is allowed a sum of Rs.16,50,000/- (rounded up) as loss of appreciation, to be paid by the respondent.

33. When complainant has been allowed compensation for appreciation in value of property, there is no reason to allow him

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compensation in the name of business loss as claimed by him.

Request in this regard is declined.

34. Similarly, no reason to pay compensation in the name of taking undue advantage by the respondent of its dominant position.

35. Complainant has requested for compensation of Rs.5,00,000/- for causing financial, mental agony and harassment to him.

36. When complainant purchased the unit, it was found that same was not habitable/useful due to basic defects. All thisⁿ *apparently* caused mental agony and harassment to the complainant. Same is allowed a sum of Rs.1,00,000/- as compensation for mental agony and harassment, to be paid by the respondent.

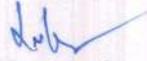
37. Complainant has prayed for Rs.2,00,000/- towards legal costs. No court fee is required to be paid to the Authority, while filing a complaint. The complainant was represented by an advocate during proceedings of this case, same is thus allowed a sum of Rs.50,000/- as cost of litigation.

38. The amounts mentioned above be paid by the respondent to the complainant along with interest at rate 10.85% per annum from the date of this order till realization of amount.

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39. Complaint is thus disposed of. File be consigned to the record room.

Announced in open court today i.e. on 24.02.2026.



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

Nand Lal vs. NBCC India Ltd.

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Present: Mr. Gaurav Rawat, Advocate for complainant.
Mr. P. K. Sachdeva, Advocate for respondent.

Complaint is disposed of vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
24.02.2026