

Sandeep Bansal vs. M/s IREO Pvt. Ltd.

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

Complaint No. 5153-2024

Date of Decision: 03.03.2026

Mr. Sandeep Bansal S/o Mr. Shyam Lal Bansal, R/o B-3/9, Janakpuri, New Delhi-110058.

Complainant

Versus

M/s IREO Private Limited, Address: Ireo Campus, Sector-59, Archview Drive, Ireo city, Golf Course Extension Road, Gurugram-122001, Haryana.

Respondent

APPEARANCE

**For Complainant:
For Respondent:**

**Ms. Ada Khursheed, Advocate
Ms. Shivani Dang, for respondent.**

ORDER

This is a complaint, filed by Mr. Sandeep Bansal, (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against IREO Private Limited (promoter).

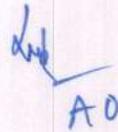
2. The brief facts of the complainant's case are that he (complainant) booked a Unit no./Plot No. C1-14, measuring 358.80 sq. yds.

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size in the respondents' project namely, "IREO City" located in Sector-60, Gurugram, on 08.12.2011 and same was allotted on 09.02.2012. The builder's buyer agreement (BBA) was executed between the parties on 03.05.2012. The total sale consideration of the said unit was Rs.3,82,37,506. The total amount paid by the complainant till date was Rs.3,75,09,729. The promised date of handing over possession was 24.06.2017. The delay in handing over possession till date of filing complaint is more than 7 years.

3. That the respondent company resorted to unfair practices by way of making incorrect, false and misleading statements over the possession and thereby violated provisions of Section 12 of Act of 2016. The respondent failed to provide requisite facilities, amenities and services as agreed at the time of booking and violated the provision of Section 14 of the Act.

4. That the respondent by using its dominant position is dictating its unreasonable demands to the complainant without showcasing any proficient progress. The respondent substantially failed to discharge its obligations imposed upon them under the Act and rules and regulations made thereunder.


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

- i) To direct the respondent to pay award compensation of Rs.3,42,73,833/- for causing financial losses to the complainant.
- ii) To direct the respondent to pay compensation of Rs.75,00,000/- for deliberately delaying the execution of conveyance deed.
- iii) To direct the respondent to provide compensation of Rs.50,00,000/- for causing mental agony and harassment to the complainant.
- iv) To direct the respondent to provide compensation of Rs.5,00,000/- towards the legal costs incurred.
- v) To direct the respondent to provide compensation of Rs.50,00,000/- for continuous harassment of the complainant due to their non-compliance of the judgment dated 19.09.2018 of the Hon'ble Authority.
- vi) To pass any other order/reliefs as it may deem fit.

6. The respondent contested the complaint by filing a written reply. Following is averred by the respondent: -

7. That this complaint is neither maintainable nor tenable and is liable to be outrightly dismissed. The Plot Buyer's Agreement was executed

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between the complainant and the respondent prior to the enactment of the Act of 2016 and the provisions laid down in the said Act cannot be enforced retrospectively.

8. That the request for grant of part completion certificate for the plot allotted to the complainant in the project was made before the publication of Haryana Real Estate (Regulation and Development) Rules, 2017 vide application letter dated 12.05.2016 in accordance with Rule 16 of the Haryana Development and Regulation of Urban Area Rules, 1976. The respondent kept on raising payment demands from the complainant in accordance with the agreed terms and conditions of the allotment as well as payment plan and no irregularity was committed by the respondent in doing so. However, the complainant breached the terms and conditions of allotment time by not making payment of instalments in a timely manner. Vide payment demand dated 08.02.2016 the respondent had raised payment demand towards the seventh instalment for the net payable amount of Rs.59,62,217.64. However, the complainant remitted the amount only after a reminder dated 05.04.2016.

9. Denying all averments, respondent has prayed for dismissal of complaint.

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

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

12. According to learned counsel for complainant, due date of possession was 24.06.2017 but respondent failed to deliver possession at agreed time, causing loss to her client i.e. complainant. During deliberations, it is agreed by learned counsel for complainant that her 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 19.09.2018, copy of which has been put on file. The respondent in that case has been directed to pay interest at the prescribed rate of 10.45% per annum for every month of delay from the due date of possession i.e. 24.06.2017 till the actual date of handing over of the possession, apart from some other reliefs.

13. It is contended by learned counsel for the complainant 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

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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 when respondent (promoter) failed to discharge its obligation of handing over possession, in agreed time as per terms and conditions of BBA, same is liable to pay compensation.

14. 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.

15. 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.

16. 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."

17. When complainant has already been allowed delayed possession compensation by the Authority for delay in handing over

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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.

18. File be consigned to record room.

Announced in open court today i.e. on **03.03.2026**.

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

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Present: Mr. Ada Khursheed, Advocate for complainant.
Ms. Shivani Dang, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
03.03.2026