

Raj Kumar Chugh vs M/s. Identity Build-tech Private Limited

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

**Complaint No. 3042 of 2024
Date of Decision: 02.03.2026**

Mr. Raj Kumar Chugh, R/o H. No. 3, OPP. C Block, near Bajgera
Railway Cross, Gupta Colony, Palam Vihar, Gurugram, Haryana-
122017.

.....Complainant

Versus

M/s Identity Build-tech Private Limited, Registered Office at: 110,
Indraprakash, 21 Barakhamba Road, New Delhi-110001.

.....Respondent.

APPEARANCE

For Complainant: Mr. K. K. Kohli, Advocate
For Respondent: None (Respondent exparte).

ORDER

This is a complaint filed by Mr. Raj Kumar Chugh
(allottee), under section 31 of The Real Estate (Regulation and
Development) Act, 2016 (in brief The Act of 2016) against M/s.
Identity Build-tech Private Limited, (promoter).

2. The brief facts of the complainant's case are that he
(complainant) booked a Unit/Plot No. INVES-1101, measuring
1762 sq. ft. area in the respondents' project namely, "Ansal

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Highland Park" located in Sector-103, Gurugram, on 20.10.2012. A builder buyer agreement (BBA) was executed between the parties on 29.04.2013. Total sale consideration of the said unit was agreed to Rs.94,88,291/-. The total amount paid by the complainant till date was Rs.82,47,804/-. The due date of possession as per BBA was 29.04.2017. The delay in handing over possession till date of filing complaint is 3 years 8 months.

3. Contending that the respondent took the money from him (complainant) and utilized the same for some other purposes i.e. made investments in some other properties but not executed the project for which the money was collected from the allottees. All this has caused him (complainant) and his family members physical torture, mental stress, pain and anxiety issues because of the uncertainty in the delivery of the Unit. The due date of delivery of possession as per clause 31 of the Flat Buyer's Agreement was 29.04.2017 but the respondent has not given possession till date. In this way, there has been a delay of 7 years and 2 months as on date and the delay is a continuous process.

4. Contending all this, the complainant has prayed for compensation of Rs.15,00,000/- towards mental agony and physical torture and pain, resulting to complainant by behaviour of respondent, Rs.3,00,000/- as compensation to pursue the case

before the Authority as well as before the Adjudicating Officer and on account of Rs.35,26,000/- for loss of rent for the period.

5. The respondent did not appear during the proceedings despite service of notice and defence of same (respondent) was struck off vide order dated 16.01.2025.

6. Complainant filed affidavit in evidence in support of his claim. I have heard learned counsel for the complainant and perused the record on file.

7. 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 24.09.2021, copy of which has been put on file. The respondent in that case has been directed to pay interest at the prescribed rate of 9.30% per annum for every month of delay from the due date of possession i.e. 29.04.2017 till the actual handing over of the possession, apart from some other reliefs.

8. 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

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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 where the 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.

9. 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.

10. 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

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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.

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."

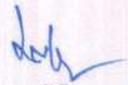
12. When complainant has already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow

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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 **02.03.2026**.


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

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Present: Mr. K. K. Kohli, Advocate for complainant.
None (Respondent exparte).

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
02.03.2026