

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

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

Complaint No. 6424-2024

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 Victory Valley Private Limited, Address: Ireo Campus, Sector-59, Archview Drive, Ireo city, Golf Course Extension Road, Gurugram-122001, Haryana.

Respondent

APPEARANCE

For Complainant:

Ms. Ada Khursheed, Advocate

For Respondent:

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 Victory Valley Private Limited (promoter).

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2. The brief facts of the complainant's case are that his predecessors Ms. Arjune Giare and Rashmi Giare booked a Unit no./Plot No. A-2013, Tower-A, measuring 3155 sq. ft. size in the respondents' project namely, "Victory Valley" located in Sector-67, Gurugram, on 20.09.2010 and it was allotted on same day. The builder's buyer agreement (BBA) was executed between the parties on 20.09.2010. The total sale consideration of the said unit was Rs.2,39,92,249. He (complainant) purchased said unit from aforesaid allottees. His name was endorsed by respondent on 17.10.2011. The total amount paid by the complainant and his predecessors till date was Rs.2,49,29,288. The due date of possession as per BBA was 17.08.2014. The promised date of handing over possession was 17.08.2014. The delay in handing over possession till date of filing complaint is more than 53 months.

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 Real Estate (Regulation and Development) Act, 2016. The respondent failed to provide the requisite facilities, amenities and services as agreed at the time of booking and violated the provision of Section 14 of Real Estate (Regulation


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and Development) Act, 2016. 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 of 2016 and rules and regulations made thereunder.

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

- i) 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.
- ii) To direct the respondent to pay compensation of Rs.50,00,000/- for illegally imposing charges which were not the part of the BBA dated 20.09.2010.
- iii) To direct the respondent to provide the total rental loss of Rs.53,78,630.14/- that has been incurred by the complainant due to the delay in possession of the unit by the respondent, along with all other facilities, amenities and services as mentioned under the Brochure and Builder Buyer Agreement and assured at the time of booking.
- iv) To direct the respondent to provide the total loss on interest on rent to the tune of Rs.12,42,158.00/- that has been incurred to the complainant.


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- v) To direct the respondent to provide compensation of Rs.50,00,000/- for causing financial and mental agony and harassment to the complainant.
- vi) To direct the respondent to provide the compensation of Rs.5,00,000/- towards the legal costs incurred.
- vii) To pass any other order/reliefs as it may deem fit.

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

6. That this complaint is neither maintainable nor tenable and is liable to be outrightly dismissed. This forum does not have the jurisdiction to try and decide the present false and frivolous complaint. The project in question is exempted from registration under the Act of 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.

7. That application for grant of Occupation Certificate for the block where the unit of the complainant is situated in the project was made before the publication of Rules of 2017 vide its application letter dated 09.02.2017 in accordance with sub code 4.10 of the Haryana Building Code, 2017. Thus, according to the provisions of the said Act and


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Rules, the tower where the unit of the complainant is located is not required to be registered under the said Act and Rules.

8. The respondent raised payment demands from the original allottees in accordance with the mutually agreed terms and conditions of the allotment as well as of the payment plan. The original allottees were bound to pay the sale consideration amount of the unit along with applicable registration charges, stamp duty, service tax as well as other charges payable along with it at the applicable stage.

9. That the respondent vide its payment request dated 13.09.2010 had raised the payment demand towards the first instalment for the net payable amount of Rs.19,68,765/-. However, the original allottees made the said payment only after reminder dated 30.09.2010 was sent by the respondent. The complainant after being fully satisfied about the project and unit in question approached the original allottees to purchase their allotment in the said unit.

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

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

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

13. According to learned counsel for complainant, due date of possession was 17.08.2014 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 31.10.2018, 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 due date of possession till the date of offer of the possession, apart from some other reliefs.

14. It is pointed out that on an appeal filed by respondent, appellate tribunal modified order of Authority to the extent that allottee shall be entitled to the DPC at the prescribed rate of interest i.e. 10.45% p.a. w.e.f. 17.08.2014 to 15.11.2017. 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

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

15. 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.

16. It is worth mentioning here that complainant did not wish to withdraw from the project but prayed for delayed possession

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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.

17. 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.”

18. 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.

19. 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.

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

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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.

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(Rajender Kumar)
Adjudicating Officer,
03.03.2026