

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

Complaint No. 5456-2023

Date of Decision: 06.03.2026

Mrs. Kamlesh Narang W/o Sh. V.K. Narang, R/o H. No. 1, Block GD Vishakha Enclave Pitampura, New Delhi-110088.

....Complainant

Versus

- 1. M/s. Ansal Housing Limited, 606, 6th Floor, Indra Prakash, 21, Barakhamba Road, New Delhi-110001**
- 2. Mr. Deepak Ansal, Managing Director, Ansal Housing Limited, 6 Aurangzeb Road, New Delhi.**
- 3. Mr. Karun Ansal, President (Projects) Ansal Housing Limited Village B, 6, Aurangzeb Road, New Delhi.**
- 4. M/s. Identity Build-tech Pvt Ltd., 1 10, Indraprakash, 21, Barakhamba Road, New Delhi-110001.**

....Respondents

APPEARANCE

**For Complainant:
For Respondents:**

**Mr. Kuldeep Kumar Kohli, Advocate
Mr. Amandeep Kadyan, Advocate.
(Respondents exparte vide order dt.05.08.2025).**

ORDER:

Kuldeep Kohli
AO

1. This is a complaint, filed by Mrs. Kamlesh Narang (allottee), under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s Ansal Housing Limited and others (promoters).

2. The brief facts of the complainant's case are that the latter (complainant) booked a Unit/Plot No. STRLG-1303, measuring 1762 sq. ft. carpet area in the respondents' project namely, "Ansal Highland Park" located in Sector-103, Gurugram, on 01.09.2012 and same unit was allotted on same day i.e. 01.09.2012. A builder buyer agreement (BBA) was executed between the parties on 21.03.2013. Total sale consideration of the said unit was agreed to Rs.86,61,801.00. The total amount paid by the allottee/complainant till date was Rs.50,02,774.00. The due date of possession as per BBA was 27.11.2018. The delay in handing over possession till date of filing complaint is 5 years 11 months.

3. That 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

Handwritten signature
A.O.

agreed at the time of booking. They, by using their dominant position are dictating unreasonable demands to the complainant without showing any 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 loss of appreciation in said property to the tune of Rs.13,38,199/-.
- IV. To pass any other order/reliefs as it may deem fit.

5. Although an application seeking amendment of the pleadings/prayers was put on file but complainant never stressed on it.

6. The respondent did not opt to contest the claim despite service of notice upon respondent no.1. The latter (respondent no.1) was


AO

proceeded ex parte and its defence was struck off, vide order dated 04.03.2024 as well as dated 05.08.2025.

7. The complainant filed affidavit, in support of her claim.

8. I have heard learned counsel for complainant as well as respondents and perused the record.

9. As stated earlier, the respondents did not opt to contest the claim despite service of notice upon respondent no.1. A presumption arises that said respondent had no objection on the facts of the complaint. Even otherwise, the complainant by filing an affidavit in evidence, reaffirmed the facts of her case.

10. Learned counsel for complainant submitted that his client (complainant) had filed a complaint No. 651 of 2020 before the Authority, which was allowed and this forum (A.O.) through order dated 29.09.2021 directed respondent no.1/promoter to refund amounts received from complainant i.e. Rs.50,02,774/- within 90 days from the date of that order, along with interest @ 9.3% p.a. from the date of each receipt till realization of amount. The respondent no. 1 was also burdened with litigation cost of Rs.1,00,000/- to be paid to the complainant. In the absence of filing any appeal etc., said order has become final.


AO

11. Section 18 (1) of Act of 2016 provides as- (1) if the promoter fails to complete or is unable to give possession of an apartment, plot or building, -

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein, (b)-----, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project-----, to return the amount received by him with interest at such rate as may be prescribed in this behalf **including compensation, in the manner as provided under this Act.**

12. In this way, when respondent failed to complete the project within agreed time, the allottee-complainant is entitled for refund of amount with interest as well as compensation.

13. As stated earlier, complainant paid a sum of Rs.50,02,774/- out of total sale consideration of Rs.86,61,801/-. According to complainant, it remained undisputed from the respondents the due date of possession was 27.11.2018. While deciding earlier complaint filed by same complainant, this forum vide order date 29.09.2021, respondent no.1 was directed to refund amount received from the complainant i.e.

krb
AO

Rs.50,02,774/- along with interest @ 9.3% p.a. from the date of each payment till realization of amount. What to say of delay in completion of the project, said respondent was not in a position to tell whether project will be completed or not. Observing that a buyer cannot be made to wait for his/her dream house indefinitely, the respondent no.1 was directed to refund the amount received by it.

14. In the facts as mentioned above, complainant is entitled for compensation, apart from refund of amount with interest.

15. Although the complainant has prayed for a sum of Rs.13,38,199/- as loss of appreciation in the property. No reliable evidence has been adduced by the complainant to prove as at what rate the property is appreciated. When complainant is found entitled for compensation, her complaint cannot be thrown away merely for want of evidence in this regard. This forum has to adjudge compensation keeping in mind facts and circumstances of the case, some guess work is also to be applied along with judicial notice of facts. According to AI Overview, "between late 2018 and late 2021, the property market in Sector 103, Gurgaon, experienced moderate growth, recovering from a period of stagnation and beginning to show upward trends largely driven by the

AD

development of the Dwarka Expressway....., for the period of November- December, 2018, data indicates average property prices in Sector 103 were roughly in the range of Rs.4300- Rs.4500 per sq. ft. till the end of 2021 (September- December), prices had appreciated to an average of approximately Rs.4570- Rs.4899 per sq. ft. During this roughly three-year period (Nov. 2018 to Sept. 2021), the average price experienced a modest growth of roughly 7% to 10% overall, with the most significant acceleration starting after late 2020. Post 2021 trends, the appreciation trend continued strongly, with data showing a sharp rise in 2023-2024 as projects neared completion."

16. Taking appreciation in the price of similar units to 10%, it is presumed that amount of Rs.50,02,774/- paid by the complainant to respondent in this case, was invested in some other similar project, same would have appreciated to Rs.5,00,277.4. Complainant is thus allowed a sum of Rs.5,00,000/- (rounded up) as compensation for the loss of appreciation in value of property.

17. The complainant has prayed for Rs.5,00,000/- as compensation for mental agony, physical torture and pain. As the complainant was not given her dream unit despite making payment of

AD

substantial amount, all this apparently caused mental agony and pain to her (complainant). Rs.5,00,000/- appear to be excessive amount of compensation. The complainant is allowed a sum of Rs.1,00,000/- on this count.

18. The complainant has prayed for Rs.3 lacs as legal fee and expenses. No court fee is allowed to file a complaint before the Authority, even then it is apparent that complainant was represented by a lawyer during proceedings of this case, same is allowed a sum of Rs.50,000/- as cost of litigation.

19. Admittedly BBA was ^{executed} between the complainant and respondent no.1. It was latter (respondent no. 1) who received sale consideration from the complainant. Respondent no.1 only is thus liable to pay compensation and not other respondents. Complaint is thus allowed against respondent no.1 only. Even otherwise, notice of complaint was never served upon respondents other than respondent no.1.

20. Respondent no. 1 is directed to pay aforesaid amounts of compensation to the complainant along with interest at rate of 10.85% per annum from the date of this order, till realization of this amount.

AO

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

Announced in open court today i.e. on **06.03.2026**.

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