

Nishant Mehra Vs M/s Ramprastha Promoters Pvt. Ltd.

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

**Complaint No. : 5156 of 2023
Date of Decision : 17.03.2026**

Nishant Mehra son of Mam Chand Mehra, resident of H.No.002,
Type 4A, Lok Sabha Secretariat, residential Complex, Sector-2, R.K.
Puram, New Delhi-110022.

Also at

Nishant Mehra, Deputy Secretary, Lok Sabha Secretariat, Lok Sabha
Secretariat, Room No.506, Parliament House, Annex Extension
Building, New Delhi-110001.

.....Complainant

Versus

M/s Ramprastha Promoters and Developers Pvt. Ltd., Plot No.114,
Sector-44, Gurugram, Haryana-122002.

.....Respondent

APPEARANCE

**For Complainant : Mr. Geetansh Nagpal, Advocate
For Respondent : Mr. Yash Sharma, Advocate.**

ORDER

This is a complaint filed by Nishant Mehra (allottee),
under Section 31 of The Real Estate (Regulation and Development)

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Act, 2016 (in brief "The Act of 2016") against M/s Ramprastha Promoters and Developers Pvt. Ltd. (promoter).

2. Briefly stated, according to the complainant, on 26.08.2008, he booked a unit in a Group Housing Project, developed by the respondent called "The Edge Towers" Sector-37D, village Gadauli Kalan, Gurugram, by making payment of Rs.4,27,850/-. An apartment No.C-1004 measuring 1990 square feet was allotted to him by the respondent through allotment letter dated 19.04.2012. A Builder Buyer's Agreement (BBA) was executed between the parties on 19.04.2012. Total sale consideration of the said unit was agreed at Rs.52,94,650/-. As per Clause 15(a) of BBA, the respondent had to deliver possession of the said unit by 31.08.2012, which was never delivered.

3. During the said period, the respondent-company raised various demands and reminders for payment. Till the year 2016, the complainant paid total sum of Rs.47,05,178/- out of total sale consideration of Rs. 52,95,650/-.

4. As possession of the said unit was not handed over to the complainant, he applied before the Authority for refund of the amount by filing a complaint No.3469/2022. The Authority vide order dated 22.02.2023 directed the respondent to refund the

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amount paid by him (complainant) along with interest at the rate of 10.70% per annum.

5. The complainant accommodated himself with a rental apartment and paid rental amount of Rs.15,000/- per month starting from 07.02.2017 till 27.07.2017 and Rs.16,000/- per month from 28.08.2017 till 06.12.2017, totalling Rs.1,54,000/-. He was employed with Lok Sabha Secretariat as Deputy Secretary. Due to accommodation provided by the Lok Sabha Secretariat, he had to pay rent of such accommodation to the department. Since 04.12.2017 till 17.09.2023, he paid a sum of Rs. 10,17,446/- plus license fee, which amounted to Rs.42,907/-, totalling Rs.10,60,353/-. Meanwhile, he (complainant) was regularly paying EMIs and interest, which was being charged to him for the loan taken against the said property.

6. That he (complainant) contacted the respondent on several occasions with a prayer for construction of his unit on regular basis, but the respondent did not give satisfactory response.

7. Contending that the respondent is guilty of deficiency in service as per the Act of 2016, the same (respondent) was indulged in unfair and/or restrictive trade practices in sale of their floor, the complainant prayed for following reliefs: -

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- (a) An amount of Rs.10 lakhs as compensation for delay in handing over of possession;
- (b) An amount of Rs.1,54,000/- as loss of rental from February 2017 till November 2017;
- (c) An amount of Rs.10,60,243/- plus Rs.23,000/- as amount of house rent paid by him to Lok Sabha Secretariat till July 2023;
- (d) An amount of Rs.21,05,000/- along with interest of Rs.17,45,086.07/- totaling Rs.38,50,086/- along with interest at the rate of 18% from March 2021 till date i.e. for payment of loan;
- (e) An amount of Rs.10 lakhs in order to pay loan taken by his mother;
- (f) An amount of Rs.10 lakhs on account of mental, physical agony, mental harassment and mental illness;
- (g) An amount of Rs.1,50,000/- as legal expenses.

8. The respondent contested the complaint by filing a written reply. At the outset, the respondent claimed that the present complaint was not maintainable as this Forum (Adjudicating Officer) has no jurisdiction to entertain the same. The complainant has already approached the Authority by filing a complaint No.4066/2023 seeking delivery of the possession along

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with interest, which is still pending. As the date of possession was extended till 31.12.2025 in accordance with the terms of the Agreement, it (respondent) was not at fault for delay of delivery in possession. That the delay, which has occurred, was due to unforeseeable and uncontrollable circumstances.

9. Citing all these, the respondent prayed for dismissal of the present complaint.

10. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and perused the record.

11. As mentioned above, the complainant approached the authority by filing a complaint No.3469 of 2022, which was allowed by the Authority vide order dated 22.02.2023. Through the said order, the Authority directed the respondent/promoter to refund the amount i.e. Rs.44,55,000/- received by it from the complainant along with interest at the rate of 10.70% as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment, till the actual date of refund of the deposited amount.

12. It is submitted by learned counsel for the respondent that when the complainant has already been allowed refund of the amount, he is not entitled for further compensation.

13. I am not in consonance with the learned counsel for the respondent in this regard. Section 18(1) of Act of 2016 provides as under: -

"18. Return of amount and compensation. -

(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; or

(b).....

He shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the matter as provided under this Act."

14. In this way, it is apparent that when the promoter failed to complete or is unable to give possession of the unit in accordance with the terms of the Agreement to sell, he is liable on demand to the allottee, in case the allottee wished to withdraw from the project, refund of the amount along with interest including

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compensation. There is no denial that the respondent failed to deliver possession as per BBA and the allottee/complainant wished to withdraw from the project by filing a complaint for refund of amount, the complainant is thus, entitled for compensation also apart from refund of the amount along with interest, as directed by the Authority.

15. The Authority through order dated 22.02.2023, passed on a complaint filed by the present complainant as described above, came to the conclusion that the respondent failed to deliver possession in time. Due date of possession was 31.08.2012 and when no possession was handed over, the complainant was constrained to file complaint seeking refund of amount on 06.07.2022.

16. Although the complainant has claimed in this complaint that same paid a total amount of Rs.47,05,178/- out of total sale consideration of Rs.52,95,650/-, but the Authority allowed refund of amount saying that the complainant had paid Rs.44,55,000/- referring the ledger of respondent dated 23.10.2012. Learned counsel for the complainant, during the deliberation admitted that his client paid Rs.44,55,000/- only as noted by the Authority.

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17. Although, the complainant has claimed compensation equal to loss of rent paid by him to his employer as well as to the landlord and again amount of interest to repay the loan amount taken by his mother. In my opinion, this is not a proper criteria to assess the amount of compensation because admittedly, the house allegedly taken on rent by the complainant was not in the same vicinity, where the unit in question is situated. Moreover, size of that accommodation is also not clear. No evidence at all is adduced by the complainant or by the respondent in this regard. When the complainant has been found entitled for compensation, his claim cannot be thrown away simply for want of reliable evidence, in this regard. It is for this Forum to assess the amount, taking into consideration the facts and circumstances of the case and prevailing norms in the vicinity. According to AI overview, property prices in Sector-37D, Gurugram, (where the unit of the complainant is situated) experienced significant overall appreciation of 42.5% between early 2013 to 2023.

18. The Authority ordered for refund of the amount on 22.02.2023. AI overview states that the average property rates for the apartment in March 2012 were approximately Rs.5050/- per square feet while between January to March 2023, average property rates rose to approximately Rs. 7200/- per square feet. All

this reflected growth of roughly Rs.2150/- per square feet over the decade. If the complainant had invested this money of Rs.44,55,000/- in some other similar project in that area, it is presumed that the amount would have been appreciated to 42.5% from the date of payment till the date of order of refund. In other words, the same would have been appreciated to Rs.18,93,375/- As noted above, the amount paid by the complainant has already been ordered to be refunded by the Authority, counting in this way, the complainant has been awarded a sum of Rs.18,93,000(rounded up) as compensation for loss of appreciation, to be paid by the respondent.

19. The complainant has prayed for a sum of Rs.10 lakhs on account of mental and physical agony, mental harassment and mental illness. When the complainant did not get possession of his dream house, despite making payment of substantial amount of sale consideration, all this apparently caused mental harassment and agony to him. Rs.10 lakhs appears to be excessive. He is allowed a sum of Rs.2 lakhs for mental harassment and agony. Similarly, the complainant has prayed for Rs.1,50,000/- as legal expenses. No court fee is required to be paid to the Authority while filing such complaint. It is evident from the record that the complainant was

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represented by a counsel, during the proceeding of this case, he is allowed a sum of Rs.50,000/- as cost of litigation.

20. I find no reason to allow other compensation as claimed by the complainant and as such, the request in this regard is declined.

21. The complaint is thus disposed of, with the direction to the respondent to pay the aforementioned amounts of compensation along with interest at the rate of 10.85% per annum from the date of this order, till realization of amount.

22. File be consigned to record room.

Announced in open court today i.e. on **17.03.2026**.

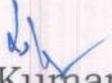

(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate
Regulatory Authority,
Gurugram.

Nishant Mehra Vs M/s Ramprastha Promoters Pvt. Ltd.

Present: Mr. Geetansh Nagpal, Advocate for complainants.
Mr. Yash Sharma, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
17.03.2026