

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

**Complaint No. 888-2024
Date of Decision: 28.01.2026**

Harish Chuphal, House No. 23, Block-U, HUDCO Palace,
Andrewsganj, South Delhi-110049.

Complainant

Versus

M/s. Vatika Limited, Tower A, Vatika City Centre, 5th Floor, Sector
83, Gurugram, Haryana.

Respondent

APPEARANCE

For Complainant: Mr. Digamber Raghav, Advocate.
For Respondent: Ms. Ankur Berry, Advocate.

ORDER

1. This is a complaint filed by Harish Chuphal (allottee) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s. Vatika Limited, being promoter within the meaning of section 2 (zk) of the Act of 2016.
2. According to complainant, he approached the respondent for booking of flat admeasuring 1635 sq. ft in Tranquil Heights Phase-1, Sector-82A, Gurugao, Haryana and paid a

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booking amount on 31.10.2013 vide cheque no. 932974. He (complainant) was allotted Apartment No. 2502, Type 2BHK+S (Type A), Floor No. 25, Building A, having super area of 1635 sq. ft. The total cost of said unit was Rs.1,13,71,882.80 and he (complainant) has paid more than 50%. The respondent was liable to hand over the possession of said unit before 30.07.2019 as per Buyer's Agreement Clause No. 3.1.

3. That due to the malafide intentions of the respondent and delayed delivery of the unit, the complainant has accrued huge losses on account of his career plans and of his family members. The respondent failed to complete the project and to obtain the occupancy certificate for unit in time, due to which, the complainant has suffered a great setback, financial loss and mental trauma.

4. That being aggrieved with the acts of the respondent, he (complainant) filed a complaint bearing No. 7325 of 2023 before Hon'ble Authority seeking refund of amount along with interest on the amount of money paid by the complainant. Hon'ble Authority upon considering the facts and circumstances vide final order and judgment dated 05.10.2023 directed respondent to refund entire

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amount of Rs.59,20,239/- paid by the complainant along with interest @ 10.75% P.A. The execution of said judgment is still pending before the Hon'ble Authority.

5. That the complainant had to run from post to pillar in order to seek justice and even after Hon'ble Authority vide its order dated 05.10.2023 decided in favour of the complainant and held the respondent liable to refund the total amount along with interest @ 10.75% per annum, which has not been paid to the complainant, causing mental stress and agony to him (complainant).

6. That the present complaint has been filed in order to seek compensation for the financial, mental as well as physical loss suffered by the complainant due to fraudulent acts of respondents. The complainant has not only been left empty-handed but also has been deprived of the benefit of escalation of price of the said unit, had he been handed over possession.

7. Contending all this, complainant has prayed for compensation of Rs.20,00,000/- for continuous harassment due to non-compliance of judgment dated 05.10.2023 of the Hon'ble Authority by the respondent, compensation of Rs.5,00,000/- for causing financial and mental agony and harassment to the

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complainants, Rs.5,00,000/- as compensation to pursue the case before the Authority as well as before the Adjudicating Officer, damages for deficiency of services, damages for misrepresentation by the respondent and compensation for breaching the provisions of the BBA and compensation for loss of investment opportunity. Complainant requested further to impose penalty upon the respondent as per provisions of Section 61 for contravention of sections 12, 13, 14 and 16 of the Act of 2016.

8. The respondent did not opt to contest the complaint despite service of notice through speed post. Defence of same (respondent) was struck off vide order dated 09.04.2024.

9. Complainant filed affidavit in evidence, reaffirming his case. No evidence was adduced on behalf of respondent.

10. I have heard learned counsels for both the parties and perused the record on file. Even if defence of respondent was struck off, arguments were advanced on behalf of it by Ms. Ankur Berry, Advocate.

11. As stated earlier, the respondent did not file any reply of complaint despite due service of notice. An inference can be drawn that respondent did not dispute the facts of complainant's

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case, reproduced above. During arguments, learned counsel for respondent raised only objection that when complainant has already been allowed refund of the amount by the Authority, same has no locus standi to approach this Forum seeking compensation.

12. Admittedly, a complaint filed by present complainant, (No. 7325 of 2022), seeking refund of the amount was allowed by the Authority vide order dated 05.10.2023. The copy of such order is on the record. Through said order, respondent/promoter has been directed to refund the entire amount of Rs.59,20,239/- paid by the complainant along with prescribed rate of interest @ 10.75% p.a. from the date of each payment till the actual date of refund of the amount. The Authority noted in said order that respondent proposed to hand over the possession of the apartment within a period of 48 months from date of execution of builder buyer's agreement. The BBA was executed inter se parties on 30.07.2015 and therefore the due date of possession comes out to be 30.07.2019. Referring admission of the respondent in its reply that project could not be delivered due to various reasons and as of now (till the date of order) there was no progress on the project site, the Authority upheld complainant's right in withdrawing from

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the project and seeking refund of paid-up amount along with interest. In other words, the Authority found fault in the respondent in completing the project.

13. Section 18 (1) of Act 2016 provides that if the promoter fails to complete or 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 allottee, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him----- **including compensation, in the manner as provided under this Act.**

14. From this provision, it is abundantly clear that in case promoter fails to complete the project or to give possession of an apartment, plot etc. in agreed time, the allottee is entitled for refund of the amount along with interest as well as compensation, determined in the manner as provided under this Act. The

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complainant was thus entitled for refund of the amount as well as compensation from the promoter i.e. respondent.

15. As described earlier, complainant has sought compensation of Rs.20,00,000/- for continuous harassment due to non compliance of order of the Authority, compensation of Rs.5,00,000/- for causing financial and mental agony and harassment and Rs.5,00,000/- as compensation to pursue the case before the Authority as well as before the Adjudicating Officer.

16. Section 72 of the Act provides the factors, which are to be taken in account while determining amount of compensation. Apparently, when respondent received sale consideration but failed to complete the project, it gained undue profit from money of complainant. However, complainant did not adduce any reliable evidence to prove as what loss has been caused to him. The due date of possession as per BBA between the parties, was 30.07.2019. Possession was never handed over to the complainant, but ultimately after filing a complaint before the Authority, the complainant got an order of refund from the Authority on 05.10.2023. **As per AI Overview, between July 2019 and October 2023, the residential real estate market in Gurgaon**

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witnessed a massive surge and prices with status indicating an appreciation of rate up-to 150% to 160% since 2019. The market shifted dramatically from a stagnant phase to a post boom driven by high demand luxury housing for improvement infrastructure particularly along the Dwarka Expressway and Golf Course Road. Project where the complainant had booked his unit i.e. Tranquil Heights, Phase 1, Sector 82A, Gurugram, this is near to Dwarka Expressway. Even if it is presumed that amount paid by complainant to the respondent in purchase of said unit was invested in some other similar project, it would have at-least doubled till the date of order of refund i.e. 05.10.2023. Admittedly, complainant paid a sum of Rs.59,20,239/- . Said amount has already been ordered to be refunded by the Authority. The complainant is thus allowed a sum of Rs.59,20,000/- (rounded up) to be paid by the respondent as loss of appreciation caused to the complainant.

17. When complainant could not get his dream unit despite making payment of about 50%^{of sale consideration} construction of project was not started even, all this apparently caused mental harassment and agony to the complainant. Same is allowed a sum of Rs.1,00,000/- as compensation for mental agony and harassment. Amount of

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Rs.5,00,000/- as claimed by the complainant appears to be excessive. Similarly cost of litigation of Rs.5,00,000/- is also excessive. No court fee is required to be paid to the Authority, while filing a complaint. The complainant was represented by an advocate during proceedings of this case, same is allowed a sum of Rs.50,000/- as cost of litigation.

18. The amounts mentioned above, are to be paid by the respondent to the complainant along with interest at rate 10.85% per annum from the date of this order till realization of amount.

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

Announced in open court today i.e. on 28.01.2026.


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

Harish Chuphal vs M/s. Vatika Limited

Present: Mr. Digamber Raghav, Advocate for complainant.
Ms. Ankur Berry, Advocate for respondent.

Order not ready.

To come on 28.01.2026 for order.


(Rajender Kumar)
Adjudicating Officer,
09.01.2026

Harish Chuphal vs M/s. Vatika Limited

Present: Mr. Digamber Raghav, Advocate for complainant.
Ms. Ankur Berry, Advocate for respondent.

Complaint is disposed of vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
28.01.2026