

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

Complaint No. :2763-2025
Date of Decision: 21.04.2026

1. Ms. Parul Bhargava
2. Mr. Prashant Bhargava

both residents of F-601, Ispatika Apartment, Plot No.29, Sector-4, Dwarka, New Delhi.

..... **Complainants.**

Versus

Ishv Realtors Pvt. Ltd., H.No.86, New POLE No.NJF XW-23, village Pandwala Kalan, Najafgarh, South West Delhi, India-110043.

..... **Respondent.**

APPEARANCE

For Complainants:
For Respondent:

Ms. Priyanka Aggarwal, Advocate.
Mr. Ankur Yadav, Advocate.

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ORDER

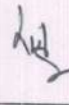
This is a complaint filed by Ms. Parul Bhargava & Mr. Prashant Bhargava (allottees), under section 31 read with Section 71 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) read with Rule 36(1) of the Haryana Real Estate (Regulation and Development Act) Rules 2017 against Ishv Realtors Pvt. Ltd.(promoter).

2. Briefly stated, according to the complainants, they booked a commercial unit bearing No.UG-20 admeasuring 556 sq.ft. in the project "Skyline 109" Sector-109, Gurugram being developed by the respondent and paid Rs.5 lakhs towards the booking amount. They(complainants) were allotted the aforesaid unit on 17.10.2012. A Buyer's Agreement (BBA) between the parties was executed on 06.06.2013. Total sale consideration of the said ^{unit was} agreed as Rs.44,20,200/-. Out of which, they (complainants) paid a sum of Rs.17,37,170/- by the year 2014.

3. That the respondent was contractually obligated to offer possession of the unit within four years from the date of the execution of the agreement. Instead of utilizing the funds for project development, the respondent misappropriated and enjoyed the hard-earned money of the complainants and declared the project as abandoned.

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4. That they (complainants) filed a complaint before the Authority and the Authority vide its order dated 09.03.2023 directed the respondent to refund the entire amount of Rs.17,37,170/- along with interest at the prescribed rate of 10.70% per annum from the date of each payment till the date of refund.
5. That in the year 2025, they (complainants) came to know that the respondent relaunched the abandoned project in question under a new name "Platina Street 109" in the year 2022 at significantly higher prices. Despite having paid Rs.44,20,200/- in 2012 of the unit in question, the complainants were denied possession. The respondent neither completed the project nor obtained the Occupation Certificate.
6. Citing the facts as mentioned above, the complainants have prayed for following reliefs: -
- i) to direct the respondent to pay compensation of Rs.1,55,12,400/- towards opportunity cost, equivalent to the difference between the original booking price and the current market value.
 - ii) to direct the respondent to provide the compensation of Rs. 3,00,000/- towards the legal costs incurred.
 - iii) to direct the respondent to pay compensation of Rs. 10,00,000/- towards the loss of opportunity, capital

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appreciation and loss of business income due to the non-delivery of Unit No. UG-20 and the unlawful rebranding of the project.

iv) to direct the respondent to pay the compensation of Rs. 10,00,000/- for mental agony, harassment, cheating and exploitation of innocence and beliefs caused to the complainants from last 13 years.

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

8. That owing to various disputes among the erstwhile shareholders and directors, the project could not be completed. In compliance of the order of the Authority, it (respondent) has paid an amount of Rs.39,98,274/- to the complainants against payment of Rs.17,37,170/- made by them and once the relief sought in the earlier complaint was satisfied, same cause of action cannot be reagitated. Denying case of complainants, the respondent prayed for dismissal of complaint.

9. 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.

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10. The facts that on an application/request by the complainants, the respondent allotted unit No.UG-20 admeasuring 556 sq.ft. in its project "Skyline 109" Sector-109, Gurugram, total sale consideration of said unit was agreed to be Rs.44,20,200/-, Buyer's Agreement (BBA) was executed between the parties on 06.06.2013 and out of aforesaid sale consideration, the complainants paid a sum of Rs.17,37,170/- till 2017 and the respondent was obliged to offer possession of subject unit within four years from the date of execution of agreement, but no such unit has been offered till now, did not remain in dispute during deliberations. It is also not denied that the complainants preferred a complaint before the Authority seeking refund of their amount and said complaint has been allowed by the Authority vide order dated 09.03.2023. The respondent has been directed to refund the entire amount of Rs. 17,37,170/- to the complainants along with interest at the rate of 10.70% per annum from the date of each payment till date of refund.

11. It is contended by learned counsel for the complainants that despite order of refund, her clients suffered severe loss, monetary as well as physical and mental. By filing an affidavit in evidence, they (complainants) swore on oath that they had planned to start a stock market trading

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business, which was their long-term dream. They had invested in said commercial unit based on the respondent's promise that the project would be completed and possession will be given on or before 06.06.2017. Their main purpose of investment was to set up an office for business. Due to this delay and uncertainty, complainant No.2, who was working as a Design Engineer with M/s Fluor Daniel Pvt. Ltd. resigned from his job. As a result, they suffered serious professional, financial and emotional loss.

12. The only defence raised on behalf of the respondent is that the same could not complete the construction owing to various disputes among the erstwhile shareholders and directors of respondent company. Even if the aforementioned fact was true, it is no reason to absolve the respondent from its liability to complete the construction and to handover possession of allotted unit. ^{above - 2} All said was internal dispute and individual problem of respondent. It is pointed out that the respondent has abandoned said project and initiated some new project. Finding fault in the respondent, the Authority directed the latter to refund the amount paid by the complainants, along with interest. Failure on the part of the promoter i.e. the respondent in discharge of its obligation, imposed upon it under the agreement (BBA) with the complainant, has been well proved.

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13. In view of Section 18(3) of the Act of 2016, the respondent is liable to pay compensation to the complainants apart from refund of the amount as ordered by the Authority.
14. Section 72 of the Act of 2016 prescribes the factors which are to be taken into account by the Adjudicating Officer, while adjudging quantum of compensation and the same are: -
- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;
 - (b) the amount of loss caused as a result of the default;
 - (c) the repetitive nature of the default;
 - (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.
15. Admittedly, the respondent received part of sale consideration i.e. Rs. 17,37,170/- out of total amount of Rs. 44,20,200/- and thus got undue gain and unfair advantage, causing consequential loss to the complainants. The complainants have prayed for compensation of Rs. 1,55,12,400/- towards opportunity cost, equivalent to the difference between the original booking price and the current price.

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16. No reliable evidence has been adduced by the complainants to prove the difference between the original booking price and the current price but when they (complainants) are found entitled for compensation. Their case cannot be thrown away, simply for want of conclusive evidence in this regard, [&] This Forum is legally obliged to adjudge the amount of compensation, keeping in view facts of case and prevailing circumstances.
17. According to AI overview, the residential property prices in Sector-109, Gurugram, experienced substantial appreciation between June 2017 (due date of possession being dated 06.06.2017) and March 2023 (order of Authority being dated 09.03.2023), largely driven by the development of the Dwarka Expressway.....Data indicates that flat rates in Sector-109 experienced roughly 83% to 86.86% appreciation in the five years period surrounding early 2023. It is presumed that the amount paid by the complainants to the respondent in this case if was invested in some other project, it would have appreciated to 83% (minimum), which comes out to be Rs. 14,41,851/- (17,37,170 X 83%). The complainants are thus allowed a sum of Rs.14,42,000/- (rounded up), as compensation for loss of appreciation of their money.


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18. When the complainants have been allowed compensation for loss of appreciation i.e. difference between original booking price and current market value, there is no reason to allow separate compensation in the loss of opportunity, capital appreciation or loss of business income. Request in this regard is declined.
19. The complainants have further prayed a sum of Rs.3 lakhs as legal fees. No court fee is required to be paid to the Authority, while filing such complaint. Even then, it is evident that the complainants were represented by a lawyer during the proceedings of this case, same are allowed a sum of Rs.50,000/- as litigation expenses.
20. The complainants have prayed for Rs.10 lakhs for mental agony, harassment, cheating and exploitation by the respondent. When the respondent received part of sale consideration, but what to say of completion of project, it did not start construction even. The project was abandoned and a new project was started by the respondent, all this apparently caused mental agony and harassment to the complainants. The same are allowed a sum of Rs. One Lakh as compensation in this regard.


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21. The respondent is directed to pay said amounts of compensation along with interest at the rate of 11% per annum from the date of this order, till realization of amount.
22. This complaint stands disposed of accordingly. File be consigned to the record room.

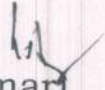
Announced in open court today i.e. on **21.04.2026**


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

Present: Mr. Priyanka Aggarwal, Advocate for complainants.
Mr. Ankur Yadav, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
21.04.2026