

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

Complaint No. :2453-2025

Date of Decision: 21.04.2026

1. Mr. Raman Deep Singh son of Mr. Pritam Singh Taneja,
2. Ms. Ninjit Kaur wife of Mr. Raman Deep Singh,
both residents of A-223, Block-A, New Friends Colony, New Delhi-
110025, India.

.....**Complainants**

Versus

1. M/s Countrywide Promoters Pvt. Ltd.
2. M/s BPTP Limited, Regd. Office at: OT-14, 3rd Floor, Next Door
Parklands, Sector-76, Faridabad, Haryana, India-121004

.....**Respondents.**

APPEARANCE

For Complainants:

Ms. Ada Khursheed, Advocate

For Respondent:

Ms. Tanya, Advocate.

ORDER

This is a complaint filed by Mr. Raman Deep Singh & Ms. Ninjit Kaur (allottees) under Section 31 read with Section 71 of The Real Estate (Regulation and Development) Act, 2016 (referred as "Act of 2016") read with Rule 36(1) of The Haryana Real Estate (Regulation and Development), Rules 2017, against M/s Countrywide Promoters Pvt. Ltd. & M/s BPTP Limited (promoter).

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2. Briefly stated, according to complainants, on 29.06.2011 they booked a plot admeasuring 350 sq. yards in the project "Astaire Gardens" Sector-70-A, Gurugram, being developed by the respondents. They (complainants) were allotted plot bearing No.C-119, admeasuring 364 sq. yards vide allotment letter dated 08.08.2011. Buyer's Agreement was executed on 15.03.2013. Due date of possession was 15.03.2016. Total sale consideration of the plot was Rs.1,95,76,795/-

3. That the respondents offered the possession of the plot on 14.02.2018. They (complainants) paid a sum of Rs.2,03,73,638/-, which is more than 100% of the total sale consideration. However, the respondent neither handed over the possession nor executed Conveyance Deed.

4. That being aggrieved with the acts of the respondents, they (complainant) filed a complaint bearing No.1401/2022 before the Authority seeking delay possession charges along with interest on the amount paid by them and vide order dated 18.07.2023, the Authority directed the respondent to pay delayed possession charges at the rate of 10.70% p.a. from due date of possession i.e. 15.03.2016 till date of acceptance of offer of possession i.e. 19.05.2018 and further directed the respondent to handover the physical possession of the plot to them (complainants).

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5. That the respondents handed over the possession of the complainants' plot on 20.11.2024, after a delay of more than 8 years.

6. Contending all this, the complainants have prayed for following reliefs:

- i) to direct the respondents to pay compensation of Rs.1,41,90,769.14/- towards delay in handing over possession, for the period from 20.05.2018 till 20.11.2024.
- ii) to direct the respondents to provide the total rental loss of Rs.3,12,85,479.45/- that has been incurred by the complainants due to the delay in possession of the plot by the respondents.
- iii) to direct the respondents to provide the total loss on interest on rent to the tune of Rs. 1,64,93,269.85/- that has been incurred to the complainants.
- iv) to direct the respondents to pay compensation of Rs. 74,91,487.50/-towards inflation in construction cost due to delay in handing over possession.
- v) to direct the respondents to pay compensation of Rs. 10,00,000/-towards medical expenses incurred to the complainants.
- vi) to direct the respondents to pay compensation of Rs. 5,00,000/-towards illegally charging maintenance charges without actually handing over the possession of the Plot in question.
- vii) to direct the respondents to provide the compensation of Rs. 3,00,000/-towards the legal costs incurred.
- viii) to direct the respondents to pay compensation of Rs. 50,00,000/-for continuous harassment of the complainants

for not handing over the possession, not paying the delayed possession charges on time and non-compliance of the Judgment dated 18.07.2023 of the Authority.

7. The respondent No.2 contested the complaint by filing a written reply, which appears in-complete ^{and} ^{emitted is} not signed by anyone. It is averred by said respondent No.2 that in compliance of order dated 20.09.2024 passed by Hon'ble NCLT, Chandigarh, respondent No.1 had transferred its assets to the transferee company and it is not a legal entity now. Further, that it (respondent No.2) completed the project and offered the possession of the unit to the complainants on 14.02.2018, which was accepted by them (complainants) through email dated 19.05.2018. Conveyance Deed was executed on 30.01.2023 and NOC fit out was also issued for physical handover on 10.02.2023. The complainants took the possession of the unit on 20.11.2024.

8. That in compliance of the order of the Executing Forum, respondent No.2 paid Rs.45,49,506/- to the complainants and after having received the said amount, the entire decretal amount was paid to the allottees and hence no claim for compensation persists.

9. Stating all this, the answering respondent (respondent no.2) prayed for dismissal of the 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.

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11. Admittedly the complainant^{is} approached the authority by filing a complaint No. 1401/2022 seeking delay compensation charges etc. and their complaint has been allowed by the authority vide order dated 18.07.2023. The respondents have been directed to pay interest at the prescribed rate of 10.70% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 15.03.2016 till the date of acceptance of offer of possession i.e. 19.05.2018. At the same time, said respondents have been asked to hand over possession of allotted unit to the complainants, completes in all aspects as per specifications of buyer's agreement.

12. It is contended by learned counsel for the respondents that when complainants have already been allowed delay possession charges, same are not entitled to get any compensation, for the same cause of action i.e. delay in handing over possession. Learned counsel referred a case decided by this forum^{is} complaint no. **2400 of 2023** ***Navneet Kumar & Suman Choudhary Vs. BPTP Ltd. & Countrywide Promoters Pvt. Ltd.***, where relying upon an order passed by Uttar Pradesh Real Estate Appellate Tribunal in case ***Greater Noida Industrial Development Authority Vs. Ranjan Mishra Appeal No. 70/2023*** decided on 20.04.2023, this forum declined prayer of complainant for compensation.

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13. Upholding that the claim of compensation and interest can be allowed only in case where the allottee withdraws from the project, following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **“Greater Noida Industrial Development Authority’s case (supra);**

“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.”

14. In this way, I agree with learned counsel for respondents claiming that when complainants have already been allowed DPC by the Authority, same are not entitled to any compensation, for delay in handing over possession, even for the period from 20.05.2018 till 20.11.2024 as claimed by them. Moreover, in view of mandate given by The Apex Court in *M/s Newtech Promoters and Developers Private Limited versus State of UP & Ors.*, jurisdiction to allow the DPC, is vested in the Authority and not in the Adjudicating Officer. The complainants may approach the Authority, if same have any grievance in this regard.

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15. Due to same reason, complainants are not entitled to any compensation for loss of rent allegedly incurred by them for aforementioned period or loss of interest on the amount of rent and again towards inflation in construction cost. Request in this regard is declined.

16. Complainants have sought compensation of Rs.10 lakhs for medical expenses incurred by the complainant.

17. For the sake of arguments, even if, complainants had to pay any medical expenses, respondents cannot be held liable for the same. Illness of complainants cannot be attributed to respondents. No reason to award any compensation for medical expenses.

18. The complainants have requested compensation of Rs.5 lakhs towards illegally charging maintenance without actually handing over of the possession. Copy of statement of account issued by Business Park Maintenance Services Pvt. Ltd. has been put on file. According to learned counsel for complainants his clients were forced to pay the maintenance charges, levied by said firm. This firm is none but a proxy of respondents and all this is established from the copy of order passed by the NCLT, Chandigarh, referred earlier.

19. The promoters/respondents had no right to compel the allottees/complainants to recover maintenance charges on behalf of some other entity, particularly when even possession was not handed

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over to them. Such charges are thus illegal. Respondents are directed to refund the amounts ^{collected} received by the same in the name of maintenance charges, before complainants were handed over physical possession or at-least a valid offer of the possession i.e. without any condition. Said amount be returned to the complainants along-with interest at rate 11.00% per annum from the date of payment till amount is realized.

20. The complainants prayed for compensation of Rs.3 lakh as legal cost. No court fee is prescribed to be paid for filling a complaint before the authority. Even then it is apparent that the complainants are represented by an advocate same are allowed a sum of Rs.50,000/- as cost of litigation.

21. According to learned counsel for the respondents, respondent no. 1 is not ^{an} ~~any~~ effective company now because NCLT, Chandigarh vide order dated 20.09.2024, has transferred all its assets to the transferee company. Copy of such an order has been put on file. This plea of learned counsel is contradicted from order of NCLT, itself. The NCLT has already clarified that said order should not be construed as approval by any statutory authorities viz. RBI, SEBI, CCI, HRERA, UPRERA etc. or any other sectoral regulator; or construed as an order in any way granting exemption from payment of stamp duty, taxes or any other charges of payment, if any.

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
Mr. Ramandeep Singh & Anr. Vs. M/s. BPTP Ltd. & Anr.

22. Even the authority allowed complaint no. 1401/2022 referred above, against both of respondents i.e. M/s BPTP Ltd. and M/s Countrywide Promoters Pvt. Ltd. Both of these respondents are held jointly and severally liable to pay compensation to the complainants.

23. Complaint in hands is thus disposed of. Respondents are directed to pay aforesaid amount of compensation alongwith interest at rate of 11.00% P.A. from the date of this order till realization of amount.

24. 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, Gurugram.

Mr. Ramandeep Singh & Anr. Vs. M/s. BPTP Ltd. & Anr.

Present: Ms. Ada Khursheed, Advocate for complainants.
Ms. Tanya, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
21.04.2026