

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

Complaint No. 325-2025

Date of Decision: 22.05.2026

M/s RDP Equipments LLP. (Formerly known as RDP Equipments Pvt. Ltd.) (through AR/Director) having R/o at 307, Bhagwati Sadar, Delhi Road, Gurgaon, Haryana-122001.

..... Complainant

Versus

1. M/s Parsvnath Developers Ltd., 2. M/s Parsvnath Hessa Developers Pvt. Ltd., Registered Office at Parsvnath Tower, near Shahdara Metro Station, Shahdara, Delhi- 110032.

..... Respondents

APPEARANCE

For Complainant:

Mr. Sukhbir Yadav, Advocate.

For Respondents:

Mr. Yatharth Chugh, Advocate.

ORDER

1. This is a complaint, filed by M/s RDP Equipments LLP. (Formerly known as RDP Equipments Pvt. Ltd.) (through AR/Director) (allottee) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s. Parsvnath Developers Ltd. & M/s Parsvnath Hessa Developers Pvt. Ltd. (promoters).

2. According to complainant, respondents no. 1 and 2 have joint as well as several liabilities towards ^{it} ~~the~~ (complainant). In January 2007 the original allottees namely Sh. Jagdeep S. Rikhy and Mrs. Rajbans Kaur Rikhy had booked a unit in the respondent's project i.e. "Parsvnath Exotica" and paid a sum of Rs.28,00,000/- against the booking amount. Subsequently the respondents allotted Unit No. 503 on the 5th Floor in Tower-B5, 3390 Sq. ft. situated in 'Parsvnath Exotica' Project, Golf Course Road, Sector-53, Gurugram, Haryana to the original allottees.

3. Thereafter on 10.01.2007 a unilateral, ex-facie and one-sided Builder Buyer Agreement (BBA) was executed between the respondents and the original allottees for the said unit. As per said BBA, the total sale consideration of the allotted unit was Rs.1,81,78,875/-. As per clause no. 10 (a) of the said BBA, possession of the unit was to be delivered within 36 months from the date of commencement of construction of the block in which the unit is located, plus 6 months of grace period. The Hon'ble HRERA Gurugram, has deemed 10.07.2010 as the due date of possession. This determination was made in its order dated 16.10.2020, in Case No. CRN 2185 of 2019 titled 'M/s RDP Equipment Pvt. Ltd. versus M/s Parsvnath Hessa Developers Pvt. Ltd. & Anr.'

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4. That the respondents had been extensively advertising their 'Parsvnath Exotica' project through various publications and advertisements, highlighting numerous facilities and amenities. Replying on these specific representations, the complainant decided to purchase a unit in the project. Subsequently the complainant contacted the respondents' official staff and the original allottees were interested in selling the aforesaid unit.

5. That the complainant agreed to purchase said unit no. 503, Tower-B5, measuring 3390 sq. ft. (the area was subsequently increased by 105 sq. ft. without the allottee's consent or any justification, resulting in a total area of 3495 sq. ft.), from the original allottees for a total consideration of Rs.2,15,86,520/-. The sale was facilitated after obtaining the respondent's consent. At the time of purchase, respondents assured the complainant that they were in the process of handing over physical possession of the unit soon. Subsequently, an Agreement to Sell (ATS) dated 03.05.2012 was executed between the original allottees and the complainant, formalizing the sale-purchase transaction. The complainant purchased the said flat to earn rental income or accommodation for its Director(s).

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6. That at the time of executing the agreement to sell, the complainant also signed and submitted an affidavit to the respondents. This affidavit acknowledged that the original allottees had already paid a substantial sum of Rs.1,47,61,311/- to the respondents, with the balance consideration to be paid by the complainant. Following the execution of the affidavit and the agreement to sell dated 03.05.2012, the respondents updated their records and documents to reflect the complainant's name in place of the original allottees. Consequently, the complainant stepped into the shoes of the original allottees and assumed the rights and obligations of them.

7. That following the purchase of the unit and the endorsement of the BBA on 08.06.2012 by the respondents, as well as updating their records, the complainant made multiple inquiries on several occasions to ascertain the status of possession of the unit. However, the respondents consistently failed to provide a satisfactory response, leaving the complainant in a state of uncertainty and frustration. Despite the complainant's persistent efforts to obtain a clear timeline for possession, the respondents' unresponsive behavior has caused significant distress and financial hardship to the complainant.

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8. The complainant diligently paid the balance consideration in anticipation of receiving possession of the unit. Notably, the due date for possession of the complainant's unit was 10.07.2010. Despite receiving a substantial sum of money, amounting to crores, the respondents failed to provide physical possession of the unit to the complainant. The complainant has paid a sum of Rs.1,84,55,755/-, as acknowledged in the order dated 16.10.2020. This amount exceeds 100% of the total sale consideration, demonstrating the complainant's commitment to fulfilling its obligations.

9. That since May 2012, the complainant has been persistently¹ regularly visiting the respondent's office and the construction site, making numerous attempts to obtain possession of the allotted flat but all in vain. The main grievance of the complainant in the present complaint is that despite the complainant having paid more than 100% of the actual purchase consideration of the flat as per the agreement, the respondents have failed to deliver the possession of the flat to the complainant.

10. That being aggrieved by the act and misconduct of the respondents and on their failure to give possession of the unit in question, the complainant filed a complaint against the respondents before the Hon'ble Haryana Real Estate Regulatory Authority, Gurugram vide CRN No.

2185 of 2019 and the Hon'ble HRERA, Gurugram disposed the said complaint vide order dated 16.10.2020 against the respondents while giving directions to the respondents. Thereafter, the respondents did not comply with the order of the Hon'ble Authority, therefore in 2023 the complainant filed an execution petition before this Court vide execution petition no. 3439 of 2023 and the same is pending for adjudication.

11. Contending all this, the complainant prayed for compensation of Rs.2,94,10,000/- for rental cost/loss, Rs.52,41,582/- on account of depreciation, Rs.21,42,387/- on account of loss of interest, Rs.10,00,000/- for causing mental agony, Rs.2,00,000/- for travel expenses and loss of work, Rs.1,50,000/- for litigation cost.

12. The respondents did not opt to contest the complaint as no written reply was filed on their behalf. Defence of same (respondents) was struck off vide order dated 29.07.2025.

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

14. I have heard learned counsels for both the parties and perused the record on file. Even if defence of respondents was struck off, arguments were advanced on their behalf, by Mr. Yatharth Chugh, Advocate.

15. According to learned counsel for complainant, due date of possession was 10.07.2010 but respondent failed to deliver possession at agreed time, causing loss to his client i.e. complainant. During deliberations, it is agreed by learned counsel for complainant that his client approached the Authority seeking delay possession compensation for delay of delivery of the possession and that complaint has been allowed by the Authority vide order dated 16.10.2020, copy of which has been put on file. The respondent in that case has been directed to pay interest at the prescribed rate of interest i.e. 9.30% per annum for every month of delay on the amount paid by the complainant from the due of possession i.e. 10.07.2010 till the actual offer of possession, apart from some other reliefs.

16. It is contended by learned counsel for the complainant that despite said order of the Authority, it is for the Adjudicating Officer to allow compensation for delay in handing over possession, in view of section 72 of Act of 2016. Learned counsel reminded that this Forum (AO) has jurisdiction to allow compensation in view of Sections 12, 14, 18 and 19 of said Act. Section 18 (3) prescribes for liability of promoter to pay compensation to the allottees, if same (promoter) fails to discharge any other obligation imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the

agreement for sale. Learned counsel claims that respondent (promoter) failed to discharge its obligation of handing over possession, in agreed time as per terms and conditions of BBA and hence, liable to pay compensation.

17. As per Section 18 (1) of Act of 2016, if 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, (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 or building, as the case may be, with interest at such rate as may be prescribed in this behalf **including compensation, in the manner as provided under this Act.**

18. It is worth mentioning here that complainant did not wish to withdraw from the project but prayed for delayed possession compensation, by filing a complaint with the Authority. The said complaint has already been allowed. Proviso added to sub section (1) of section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid by the promoter interest for every month of delay till handing over of possession, at such rate as may be prescribed. The

parliament did not intend to provide compensation other than DPC in case allottee does not intend to withdraw from the project.

19. Upholding that the claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project as per Section 18 (1) of Act of 2016, following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **"Greater Noida Industrial Development Authority vs. Ranjan Misra"** Appeal No. 70 of 2023 decided on 20.04.2023-----;

"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."

20. When complainant has already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow separate compensation for same cause of action i.e. delay in delivering of possession. Complaint in hands is thus dismissed.

*AMB
AO*

21. File be consigned to record room.

Announced in open court today i.e. on 22.05.2026.



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

Present: Mr. Sukhbir Yadav, Advocate for complainant.
Mr. Yatharth Chugh, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.



(Rajender Kumar)
Adjudicating Officer,
22.05.2026