

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

Complaint No. :495 of 2022

Date of Decision: 05.05.2026

Ms. Shivani Sholapure wife of Mr. Mangesh Sholapure , resident of
A-4601, IREO Victory Valley, Sector-67, Gurugram.

..... Complainant.

Versus

M/s IREO Victory Valley Pvt. Ltd. (through its Managing Directors)
IREO City, Golf Course, Extension Road, Gurugram.

.....Respondent.

APPEARANCE

For Complainant: Mr. Kanish Bangia, Advocate.
For Respondent: Ms. Shivani Dang, Advocate.

ORDER

This is a complaint filed by Ms Shivani Sholapure
(allottee), under section 31 of The Real Estate (Regulation and
Development) Act, 2016 (in brief "The Act of 2016") read with Rule
29 of The Haryana Real Estate (Regulation and Development)
Rules, 2017 against M/s IREO Victory Valley Pvt. Ltd.
(promoter/developer).

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2. Briefly stated, according to the complainant, on 27.12.2010, she paid an initial amount of Rs.39,36,680/- for allotment of a unit in a Residential Group Housing Project "The Victory Valley" Sector-67, Gurugram being developed by the respondent. On 10.01.2011, she (complainant) received an allotment letter for the unit bearing No. A4601 on 45th floor, Tower-A, in the abovesaid project. A Builder Buyer Agreement (BBA) was executed between the parties on 05.07.2011. Due date of possession was 28.04.2017.

3. That the complainant against the demand notices raised by the respondent, had paid Rs.4,26,42,670/- till 20.11.2017 against the total sale consideration of Rs.3,93,66,800/-. She (complainant) sent multiple emails for possession of the said unit, but all in vain. The complainant moved a complaint (No. 995/2018) before the Authority for interest for the delayed period as the delivery was not being offered. The Authority vide order dated 09.01.2018 directed the respondent to pay delayed possession charges at the prescribed rate of interest at the rate of 10.75% per annum w.e.f. 07.10.2017 till 26.09.2018. During the proceedings, the possession was offered on 26.09.2018 with illegal demands of

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Rs.57,44,364/-. The possession of the flat was given in a habitable condition on 31.05.2020.

4. Citing facts as described above, the complainant has sought following reliefs: -

- i. to direct the respondent to pay interest on the entire amount paid by the complainant as per the Act of 2016;
- ii. to direct the respondent to pay/compensate Rs.5 lakhs for the loss or injury due to deficiency in service;
- iii. to direct the respondent to pay/compensate Rs.5 lakhs on account of mental agony and trauma and physical hardship;
- iv. to direct the respondent to pay litigation fees of Rs.one lakh incurred by the complainant.

5. By filing an application under Order 6 Rule 17 CPC, the complainant sought amendment in her complaint. The application was allowed vide order dated 27.05.2025. The complainant has now prayed for following reliefs: -


- i. to direct the respondent to pay compensation on the entire amount paid by the complainant as per the Real Estate (Regulation & Development) Act, 2019 and the rules framed thereunder, over and above 10%, which has been paid much before the date is due but was demanded by the respondent.
- ii. to direct the respondent to pay compensation on the entire amount paid by the complainant as rent for 7 years.



- iii. to direct the respondent to pay/compensate for harassment/injury both mentally on account of mental agony and trauma and physical hardship to the tune of Rs.5,00,000/- holding the respondents guilty of indulging into unfair practices and providing deficient services to the complainant and to kindly award a compensation.
- iv. to direct the respondent to pay for the loss from the date on which the breach took place.
- v. to direct the respondent to pay the litigation fees incurred by the complainant on account of this case of Rs. 1,00,000/-.

6. The respondent contested the claim of complainant by filing a written reply. It is averred that an application for grant of Occupation Certificate for the block in which the unit of the complainant is situated was made before the publication of the Haryana Real Estate (R&D) Rules 2017. According to the provisions of Act of 2016 and Rules 2017, the tower where the unit of the complainant is situated is not required to be registered under the Act of 2016 and Rules 2017, therefore, this Forum does not have any jurisdiction to decide any dispute related to it.

7. That regarding her grievances, the complainant had filed a complaint before the Authority and the Authority vide its order dated 09.01.2018 granted delayed possession interest to the complainant @ 10.75% per annum on the entire amount paid by


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her w.e.f.07.10.2017 till 26.09.2018. Thereafter, for enforcement of the said order, the complainant had filed an Execution Petition (No.3479 of 2020) before the Authority, wherein after adjustment, the respondent had paid the balance amount of Rs.7,66,875/- vide cheque dated 29.09.2021. The complainant has taken the possession of the unit vide possession letter dated 04.11.2019. Conveyance deed was executed on 10.11.2021.

8. That the complainant has no right to ^{file} ~~maintain~~ the present complaint as her claim, made in the present case has already been adjudicated upon in the earlier complaint filed before the Authority. If she (complainant) was aggrieved by any part of the order passed by the Authority, her remedy was to have approached the superior court and not this Forum.

9. Contending all this, the respondent has prayed to dismiss the complaint.

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

11. As described above, the complainant approached the Authority seeking delayed possession charges by filing a complaint

(no.995/2018). Said complaint was allowed by the Authority vide order dated 09.01.2018 and the respondent has been directed to pay delay possession charges to the complainant against the paid-up amount at the prescribed rate of interest i.e.10.75% per annum w.e.f. 07.10.2017 till 26.09.2018.

12. 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 where the respondent (promoter) failed to discharge its obligation of handing over possession in agreed time, as per terms and conditions of BBA, same is liable to pay compensation.


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13. 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.**

14. It is worth mentioning here that the 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/she 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

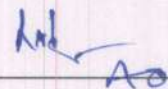
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not intend to provide compensation other than DPC in case allottee does not intend to withdraw from the project.

15. 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 we 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.”

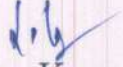
16. When complainant has already been allowed delayed possession compensation by the Authority for delay in handing



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.

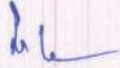
17. Complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open Court
today i.e. on **05.05.2026**.


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

Present: Mr. Kanish Bangia, Advocate for the complainant.
Ms. Shivani Dang, Advocate for the respondent.


Order still not ready due to overwork. To come on
05.05.2026 for order.


(Rajender Kumar)
Adjudicating Officer,
30.04.2026

Present: Mr. Kanish Bangia, Advocate for the complainant.
Ms. Shivani Dang, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
05.05.2026