

Dipti Prasad Vs. M/s Advance India Projects Ltd.

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

**Complaint No. : 4529 of 2024
Date of Decision : 25.03.2026**

Mr. Dipti Prasad Padhi C/o late Raj Kishore Padhi, resident of near R.N. College Square, at PO Dusra Berhampur, Ganjam, Odisha-760010.

.....Complainant

Versus

M/s Advance India Projects Limited, AIPL Business Club, Fifth Floor, Golf Course Extension Road, Sector-62, Gurugram, Haryana. 122001.

.....Respondent.

APPEARANCE

**For Complainant : Mr. Sukhbir Yadav, Advocate
For Respondent : Mr. Dhruv Rohatgi, Advocate.**

ORDER

This is a complaint filed by Mr. Dipti Prasad Padhi (allottee), under Section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief "The Act of 2016") against M/s M/s Advance India Projects Limited (promoter).

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2. Briefly stated, according to the complainant, in October 2017, he (complainant) received a marketing call from the office of the respondent for booking in the commercial project being developed by it in the name of "AIPL Joy Street" situated in Sector-66, Gurugram. Being impressed by the presentation and assurances given on behalf of the respondent, he (complainant) booked a unit in a food outlet for commercial use bearing no. SF/018a on the 2nd Floor admeasuring 332.52 Sq. Ft. (super area) for a total sale consideration of Rs. 29,34,688/-. The project is developed in village Maidawas and Badshahpur, Sector-66, Gurugram. He paid Rs. 4,00,000/- towards the booking amount and signed a pre-printed application form. He (complainant) got one exclusive parking along with his unit and a parking slot bearing no B3-109B in level basement vide allotment letter dated 11.01.2018.

3. Thereafter, on 13.02.2019, a pre-printed, arbitrary, one-sided and ex-facie agreement was executed between the parties. After going through the arbitrary clauses of the said Agreement to Sell (ATS), he(complainant) came to know for the first time that the respondent is not giving him physical possession of the unit booked by him and shall give the virtual ownership of the unit, upon which, he raised objection and asked the respondent to change those arbitrary clauses, however, the respondent denied,

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therefore, the complainant has no other option but to continue with the project. The respondent was to give possession of the unit by 31.12.2020 and as per Clause 21 of the ATS, the complainant has fully authorized the respondent to lease out his unit.

4. That after a lapse of 3 years, the respondent sent a letter on 09.08.2022 regarding the leasing of the complainant's unit with Food Court Operator "Gokhana". He (complainant) gave his consent for the same, however, said lease was never executed and he never received any rental income, from the said lease deal.

5. That the respondent misled the allottee/complainant about any lease. It has been almost 5 years since the execution of Agreement to sell, the respondent did not arrange any lease arrangement for the unit of the complainant. On 26.08.2022, Conveyance Deed for the unit was executed and was registered at the office of the Sub-Registrar, Badshahpur, Gurugram.

6. That when the complainant asked the respondent to give physical possession of his unit, it (respondent) mentioned that "the physical possession shall not be handed over".

7. That the respondent has not given the absolute rights for the unit in question to the complainant. Since August 2022, the complainant has been regularly visiting the office of respondent as well as the construction site and made efforts to get possession of



his unit, but all in vain. He has paid more than 100% of the sale consideration.

8. Contending all this, the complainant has prayed for following reliefs: -

- I. To award compensation for the rental cost/loss of Rs.21,60,000/- from August 2022 to August 2024;
- II. To award compensation of Rs.10 lakhs for causing mental agony;
- III. To award a compensation of Rs. 1,00,000/- (One Lakh) for travel expenses and loss of work;
- IV. To award the litigation cost of Rs. 1,50,000/- towards litigation expenses; and.
- V. To pass any other order/reliefs as it may deem fit.

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

(a) That the complainant has got no locus standi or cause of action to file the present complaint. This complaint is ought to be dismissed. Admittedly, the Conveyance Deed for the unit in dispute has already been executed out of free-will of the parties and there remains no obligations on the part of the respondent, whatsoever. The Conveyance Deed was executed with a clear understanding between the parties that the physical possession of the said unit will not be given.

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(b) That, the complainant is estopped by his own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. The complainant himself had agreed and accepted the terms and conditions of the booking, by virtue of the Application Form and subsequent documents. Moreover, he is not an allottee, but an investor.

(c) That it (respondent) has handed over constructive possession of subject unit to the complainant, as per the terms of the agreement. It (respondent) leased the unit of the complainant firstly to brand "Food Quest" in 2021, however, the said brand backed out. After that, the respondent leased the unit to another brand "Food Forum", but the complainant vide email dated 04.09.2024, refused to allow the respondent to proceed with the leasing of the unit and he (complainant) never sought physical possession of his unit.

10. Denying all averments, respondent has prayed for dismissal of complaint.

11. 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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12. Factual matrix of this case as narrated by the complainant did not remain in dispute, during deliberations.

13. As per Agreement to Sell, copy of which has been put on file by the complainant himself, the allottee agreed that possession of unit shall always mean constructive possession of the unit and not physical handover of the unit to the allottee(Clause 7.1)

14. The complainant mentioned in his affidavit filed in evidence that he came to know about the fact that the respondent is not giving physical possession of the unit, but shall give only virtual ownership of the unit. All this was noted in Conveyance Deed also.

15. It is contended by learned counsel for the complainant that the latter had no option but to sign pre-printed 'Agreement to Sell'.

16. The agreement to sell was executed between the parties on 13.02.2019. Admittedly, the complainant did not lodge any complaint to any Authority. The same kept on making payment of sale consideration. Similar facts were written in Conveyance Deed also. No written objection was raised by the complainant. Considering all this, I find not much weight in the contention of

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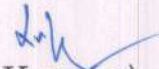
learned counsel for the complainant, alleging that his client had no option but to sign Agreement to sell and Conveyance Deed, the respondent being in dominant position.

17. When the complainant signed Agreement to Sell and Conveyance Deed giving consent for the respondent to lease out his unit, the same cannot claim physical possession of that unit at this stage. *or compensation for mental agony, travel expenses etc, as claimed by him.*

18. So far as claim of claimant that despite leasing agreement with "Gokhana" no lease amount/rent was paid to him by the respondent is concerned, in my opinion this Forum has no jurisdiction to allow relief in this regard. Even if the respondent did not pay lease amount, the complainant has remedy somewhere else.

19. On the basis of above discussion, I find no reason to allow any compensation to the claimant. The complaint is thus, dismissed. File be consigned to record room.

Announced in open court today i.e. on **25.03.2026**.


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