

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

Complaint No. :6044-2024

Date of Decision: 17.03.2026

Jagdish Chauhan resident of Villa No.11, Street S-3.2, Signature Villas, Sector-82, Gurugram.

.....Complainant.

Versus

Ansal Housing Limited (Formerly Ansal Housing and Construction Ltd.)
606, 6th Floor, Indra Prakash, 21 Barakhamba Road, New Delhi-110001.

.....Respondent

APPEARANCE

For Complainants:

Mr. Himanshu Gautam, Advocate.

For Respondent :

**Respondent exparte vide order dated
30.01.2025.**

ORDER

This is a complaint, filed by Mr. Jagdish Chauhan(allottee), under Section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s Ansal Housing Limited. (promoter).

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2. Briefly stated, according to the complainant, on 19.05.2011, the earlier buyer (Mr. Tilak Raj Ahuja) booked a unit in the project named "Ansals Hub 83" in Sector-83, Gurugram on 05.04.2013. He (first buyer) transferred all his rights and liabilities in respect of such allotment to the second buyer (Mr. Pankaj Jain) with due permission of the respondent company. On 21.07.2013, the second buyer (Mr. Pankaj Jain) further transferred all the rights and liabilities in respect of such allotment to the complainant with due permission of the respondent company. Accordingly, the complainant was allotted a shop bearing unit no. 53.

3. That on 27.12.2012, Builder Buyer Agreement (BBA) was entered into between the parties. As per clause 26 of it, the developer had to offer possession of unit within 36 months from the date of execution of allotment letter. Out of the total cost of the said unit, a sum of Rs. 13,80,660.51/- was paid by the erstwhile owners till 21.07.2013 and after that, the complainant paid further instalments to the respondent till 09.05.2017. Thus, total sum paid to the respondent till 09.05.2017 is Rs. 36,88,903/-.

4. That as per BBA, the committed date of offering the possession was 27.12.2015 but even after payment of more than 95% of total

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consideration, the respondent is still not offering the possession, which is illegal and arbitrary.

5. That repeated calls and meetings with the respondent and multiple visits to know the actual construction status not only caused loss to the complainant in terms of time, money and energy but also caused mental agony to him.

6. That he(complainant) filed a complaint bearing complaint number RERA-GRG-4954-2021 before the Authority, Gurugram, which was allowed vide order dated 06.07.2022, directing the respondent to give delayed possession charges. The present complaint has been filed with a prayer to grant compensation and litigation charges. Due to delay in handing over the possession, the complainant has to bear great monetary losses/injuries in terms of rental income as well as mental agony and physical harassment. Being aggrieved by the acts, conduct and deficiencies of the builder/respondent, the complainant filed a complaint before the Authority, which is still pending for adjudication.

7. Contending all this, the complainant has prayed for compensation of Rs. 84,37,800/- towards loss of rental income for a period of 8 years and two months and Rs. 1,10,000/- to pursue the case before the

Authority as well as before the Adjudicating Officer. The respondent after indulging into unfair trade practices had intentionally grabbed the hard-earned money of the complainant and committed the offence of criminal breach of trust, hence, the present complaint.

8. The respondent did not appear during the proceedings despite service of notice and same (respondent) was proceeded ex parte vide order dated 30.01.2025.

9. Complainant filed affidavit in evidence in support of his claim. I have heard learned counsel for the complainant and perused the record on file.

10. During deliberations, it is pointed out by learned counsel for the 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 06.07.2022, copy of which has been put on file. The respondent in that case has been directed to pay interest at the prescribed rate of 9.50% per annum for every month of delay from the due date of possession i.e. 11.09.2016 till the actual handing over of the possession, apart from some other reliefs.

11. 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.

12. True, as per section 71, the Adjudicating Officer has been appointed for the purpose of adjudging compensation under Sections 12, 14, 18 and 19 of the Act. There is no denial that in case, promoter fails to discharge his obligation imposed upon him under this Act or rule & regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he is liable to pay compensation to the allottee as prescribed under this Act.

13. 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.

14. 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.”

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15. 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. File be consigned to record room.

Announced in open Court
today i.e. on **17.03.2026**.

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