

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

Complaint No. :2898-2024

Date of Decision: 27.03.2026

Yash Construction Company (Through its Proprietor Mr. Yash Bosh Mittal), resident of Street No. 6, Bibi Wala Road, Guru Teg Bahadur Nagar, Bhatinda Punjab- 151001.

.....Complainant.

Versus

M/s Today Homes & Infrastructure Pvt. Ltd. Registered Office at: UGF-08-09, Pragati Tower, Rajendra Palace, New Delhi-110008.

.....Respondent.

APPEARANCE

For Complainant:

Mr. Kuldeep Kumar Kohli, Advocate

For Respondent:

None (exparte vide order dated 19.08.25).

ORDER

This is a complaint, filed by Yash Construction Co. (allotee), through its Proprietor Mr. Yash Bosh Mittal, under Section 31 of The Real

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Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s Today Homes & Infrastructure Pvt. Ltd. (promoter).

2. Brief facts of complainant's case are that on 02.06.2011, it (complainant) booked a Unit no. T3/1102, measuring 1640 sq. ft. area in the respondents' project namely, "Canary Greens" located in Sector-73, Gurugram. The due date of possession as per Flat Buyer's Agreement (FBA) was 36 months, similar to other allottees. The promised date of handing over possession came to be 02.06.2014 (based on 36 months from the date of booking). The total sale consideration of the said unit was agreed to be Rs.78,35,800/-. The total amount paid by the complainant/allottee till date is Rs.30,41,816/-. The delay in handing over possession till date of filing complaint, is more than 8 years.

3. That the respondent took said money from it (complainant) and utilized the same for some other purposes/ making investments in some other properties but not executing the project for which the money was collected from the allottees. ^{Neither} ~~The~~ offer of possession has ~~not~~ ^{been} given even till date, nor has an alternate plot been given to the complainant. ^{even on date} ~~even on date~~. The respondent is thus in violation of Section 11 (4) (a) of the Act.


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4. That the respondent company has resorted to unfair practices by way of making incorrect, false and misleading statements over the possession and thereby violated provisions of Section 12 of the Act.

5. That the respondent has failed to provide requisite facilities, amenities and services as agreed at the time of booking. The respondent by using its dominant position is dictating its unreasonable demands to the complainant without showcasing any proficient progress. The respondent has substantially failed to discharge its obligations, imposed upon them under the Act of 2016 as well as rules and regulations made thereunder.

6. That from Section 71 of Act of 2016 it is clear that an adjudicating officer is empowered to adjudge compensation under section 12, 14, 18 & 19 of the Act. As per section 18 (3), if the 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, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.

7. Citing facts as mentioned above, the complainant prayed for following reliefs: -

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- I. to award compensation towards mental agony, physical torture and pain suffered by the complainant at the hands of the respondent, to the tune of Rs.15,00,000/-.
 - II. to award compensation towards legal fee and expenses for prosecution, to the tune of Rs.3,00,000/-.
 - III. to award compensation towards the loss on cost for a period of 8 years, to the tune of Rs.71,64,200/-.
 - IV. to pass any other order/reliefs as it may deem fit.
8. The respondent did not contest the claim despite service of notice and it was proceeded ex parte vide order dated 19.08.2025.
9. Complainant filed affidavit in support of its claim.
10. I have heard learned counsel for complainant and perused the record.
11. It is pointed out by learned counsel for complainant that his client approached the Authority seeking refund of the amount by filing complaint no. 1390 of 2023. Same has been allowed by the Authority vide order dated 08.02.2024. The Authority directed respondent/promoter to refund the amount of Rs.30,41,816/- paid by the complainant along with prescribed rate of interest @ 10.85% from the date of each payment till the date of refund of the deposited amount.

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12. Section 18 (1) of Act of 2016 provides as- (1) if the promoter fails to complete or is 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-----, to return the amount received by him with interest at such rate as may be prescribed in this behalf **including compensation, in the manner as provided under this Act.**

13. In this way, when respondent failed to complete the project within agreed time, the allottee-complainant is entitled for refund of amount with interest as well as compensation, if same wants to withdraw.

14. As described above, complainant has prayed for a compensation of Rs.15 lacs for mental agony, emotional pain and physical torture, Rs.3 lacs for legal expenses and Rs.71,64,200/- for deprivation of use of property.

15. The unit in question is measuring 1640 sq. ft. situated in Sector-73 of Gurugram. It is submitted by learned counsel for complainant

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that current price of such unit as per website of 99 acres.com is Rs.1,50,00,000/- while actual price at which his client purchased ^{it} it, was Rs.78,35,800/-.

16. No reliable evidence has been adduced by the complainant to prove appreciation in prices of residential houses in area, where unit in question is situated. Despite all this, when the complainant has been found entitled for compensation, its case cannot be thrown away, simply for want of conclusive evidence. This Forum is obliged to determine amount of compensation. Section 72 of the Act of 2016 prescribes factors which are to be taken into account by the Adjudicating Officer while determining the amount of compensation. Apart from same, this Forum has to form an opinion keeping in view of the facts of case and prevailing circumstances.

17. As per AI Overview, property prices in Sector-73, Gurugram, experienced significant appreciation between June 2014 (due date being 02.06.2014) and February 2024 (refund of amount was allowed on 08.02.2024), transforming from a largely developing area into a high-demand luxury locality, particularly driven by its connectivity to the Southern Peripheral Road (SPR) and Golf Course Extension Road. Around 2014-2015, apartment prices in the area were generally in the range of

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Rs.4500-Rs.5,000 per sq. ft., land and plots saw the highest appreciation, with land rates increasing by over 397% over the last 10 years.

18. As described above, AI overview states that land and plots in Sector-73, Gurugram saw highest appreciation, with land rates increasing by over 397% over last 10 years. Even the complainant has relied upon 99 acres.com, according to which, a unit of 1640 square feet in Sector-73, Gurugram was valued at 1,50,00,000/- against actual price of unit of Rs.78,35,800/-. In other words, appreciation is shown at 91.42%. Taking into account this criteria, it is presumed that if the complainant had invested the amount of Rs.30,41,816/- in some other project, same would have been appreciated further to Rs.27,80,828/-. This amount of Rs.27,80,828/- is allowed to the complainant as compensation for appreciation in prices. It is worth mentioning here that the Authority has already allowed refund of amount as paid by the complainant, on latter's complaint i.e. Complaint No.1390 of 2023.

19. Compensation in the name of mental agony, emotional paid and physical torture, amounting to Rs.15,00,000/- appears to be highly excessive. Apparently, when complainant paid substantial amount of sale consideration but did not receive possession of its unit, same suffered


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mental agony and pain. Complainant is thus allowed a sum of Rs.1,00,000/- on this count.

20. The compensation in the name of legal expenses amounting to Rs.3 lacs also appears to be excessive. No court fee is required to be paid to the Authority while filing a such complaint. Even then, it is apparent that complainant was represented by a lawyer during proceedings of this case, same is allowed a sum of Rs.50,000/- as cost of litigation.

21. The complaint is thus allowed. The respondent is directed to pay amounts of compensation detailed above, along with interest at rate of 10.85% per annum from the date of this order, till realization of this amount. File be consigned to the record room.

Announced in open court today i.e. on **27.03.2026**.




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

Yash Construction Co. v. M/s Today Homes & Infrastructure Pvt. Ltd.

Present: Mr. K.K. Kohli, Advocate for complainant
Respondent already exparte.

Some clarification is required.


Matter ^T to come ^{up} on 27.03.2026 for clarification/order.


(Rajender Kumar)
Adjudicating Officer,
Gurugram.29.01.2026

Present: Mr. K.K. Kohli, Advocate for complainant.
Respondent already exparte.

Further arguments heard.

To come ^{up} for orders at 4.00 p.m. ^{today}.



(Rajender Kumar)
Adjudicating Officer,
Gurugram.27.03.2026

Yash Construction Co. v. M/s Today Homes & Infrastructure Pvt. Ltd.

Present: Mr. K.K. Kohli, Advocate for complainant
Respondent already exparte.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
27.03.2026