

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

**Complaint No. 5596-2023
Date of Decision: 27.03.2026**

Hitin Chopra and Richa Gautam, Rs/o 2-B Nishant Bagh behind B. D.
Flour Mill, Ambala Cantt., Haryana-133001.

Complainants

Versus

M/s. Vatika Limited, Address: Vatika Triangle, 4th floor, Sushant
lok, phase-1, block-a, Mehrauli-Gurgaon Road, Gurugram-122002.

Respondent

APPEARANCE

For Complainants: Mr. Rohit Oberoi, Advocate.
For Respondent: Mr. Shivaditya Mukherjee, Advocate.

ORDER

1. This is a complaint filed by Mr. Hitin Chopra and Ms. Richa Gautam (allottees), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s. Vatika Limited (promoter).

2. Brief facts of the complainant's case are that on 10.11.2013 they (complainants) approached the respondent for booking of flat admeasuring 2290 sq. ft in "Tranquil Heights Phase-

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1", Sector-82A, Gurugaon, Haryana and paid a booking amount. They (complainants) were allotted Unit No. 102, Tower-E, having super area of 2290 sq. ft. on 30.09.2014. The total sale consideration of said unit was Rs. 1,64,14,420/- and they (complainants) have paid Rs.58,59,388/-. The respondent was liable to hand over the possession of said unit on or before 30.09.2017.

3. That respondent took booking amount of the unit in question without obtaining of any license with respect to construction of the project in question. The respondent has played willful fraud and has been deceiving the complainants since the booking/inception i.e. since 2013.

4. That complainant had suffered losses or damages due to false commitment made by the respondent, as the respondent not only failed to construct the unit within the stipulated time line as per the B.B.A., but also the flat which is allotted to the complainant in the Tower E does not exist in the Project Plan. The Tower was never a part of the sanctioned plan and in fact as on date the project has been abandoned.

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5. That as per report of the Local Commissioner dated 29.03.2019, the sanction for the construction was only for the 2 towers i.e. Tower A and B. The complainant has been allotted a flat in Tower E which does not even exist and cannot be constructed. The respondent has not taken any approval from the Environment Department. Thus, inspite of knowing this fact, the respondent entered this contract in bad faith and to deceive and cheat the complainants, out of their hard-earned money.

6. Contending all this, complainants have prayed for compensation of Rs.1,87,50,623/- on account of physical, economical, financial, mental harassment, agony, grievance and frustration caused to the complainants, along with interest and compensation of Rs.3,00,000/- towards cost and litigation expenses to pursue the case before the Authority as well as before the Adjudicating Officer. Complainants requested further to grant any other relief which this forum deems fit and appropriate, in view of the facts and circumstances of this complaint.

7. The respondent contested claim of complainants by filing a written reply. It is averred that the present complaint under reply is false and the contents of the same are denied in toto unless

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specifically admitted herein. Nothing contained in the preliminary objections and in the reply on merits below may, unless otherwise specifically admitted, be deemed to be direct and tacit admission of any of the averments/allegations.

8. That the complainants never signed any apartment buyer agreement. The respondent was unable to complete the construction of Project, due to various hindrances, which were unavoidable and purely beyond its control. The request for de-registration of said project and proposal for settlement with the existing allottees was preferred before the Hon'ble Authority. The complainant's relief of refund is outside the jurisdiction of this Court. The complainants have voluntarily determined monetary loss. The balance of convenience is to be maintained.

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

10. Both of the parties filed affidavits in support of their claims.

11. I have heard learned counsels appearing for both of parties and perused the record.

12. It is contended by learned counsel for complainants that despite receiving Rs.58,59,388/- out of total sale consideration


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of Rs.1,64,14,420/-, respondent did not start construction even. Project was abandoned. Unit was allotted in favour of his clients in Tower-E, which is not in existence and same was never part of sanctioned plan. All this was not disclosed by respondent to his clients, who suffered severe financial as well as mental losses.

13. The fact that construction of Tower-E was never started, is not denied on behalf of respondent even. The only plea raised by counsel for the respondent is that construction could not be started beyond control of promoter/respondent. It is not explained as why despite receiving amount, respondent could not start construction of Tower-E, where unit of complainants was situated.

14. Admittedly, complainants approached the Authority by filing a complaint no. 5749 of 2019 seeking refund of amount paid by them. Same has been allowed by the Authority vide order dated 02.12.2022. The Authority directed respondent/promoter to return the amount received by it i.e. 58,59,388/- to the complainants along with interest @ 10.35% as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount.

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The Authority observed that due date of handing over of possession of the unit in question came to be 30.09.2017. The complainants surrendered their unit vide legal notice dated 30.03.2019.

15. According to learned counsel for complainants, when respondent failed to start construction of Tower-E, his clients had no option but to apply for refund.

16. 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.**

17. 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.

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18. Section 72 of the Act of 2016 provides following factors to be taken into account by the Adjudicating Officer, in adjudging quantum of compensation: -

- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;
- (b) the amount of loss caused as a result of the default;
- (c) the repetitive nature of the default;
- (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

19. Admittedly, respondent received an amount of Rs.58,59,388/- from the complainants but failed to start even construction of unit/Tower where said unit is situated and thus got unfair advantage/gain, causing consequential loss to the complainants. The latter are thus entitled for compensation.

20. It is submitted by learned counsel for complainants that his clients invested money with the respondent in 2013 more than 10 years (now about 13 years) have elapsed and market value of similar property in the area has increased manifold. According to him, complainants purchased said unit for Rs.6272 per sq. ft. and currently market price is around 11,500 per sq. ft. Contending all

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this, learned counsel requests for compensation amounting Rs.1,19,72,120/-. Similarly, complainants request for loss due to currency de-valuation amounting Rs.21,18,503/-.

21. No reliable evidence has been adduced by the complainants to verify appreciation in the market price of residential houses in the area, where unit in question is situated. Despite all this, when it is established that complainants are entitled for compensation, their case cannot be thrown ^{away} ~~out~~ simply for want of reliable evidence in this regard. It is for this forum to determine the amount of compensation in the light of Section 72 of the Act as well as facts and circumstances of the case. As per AI Overview, between September 2017 and December 2022, residential property prices in Sector 82A, Gurgaon, experienced significant appreciation, largely driven by its strategic location along NH-48 (Delhi-Jaipur Highway) and proximity to the developing Dwarka Expressway. In the third quarter of 2017 (July-Sept), average apartment prices in Sector 82A were roughly around Rs.6800-7000 per sq. ft. Significant appreciation occurred after 2020. By the end of 2021, prices had crossed Rs.7800 per sq. ft. By December 2022, average apartment prices had risen to roughly


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Rs.8500-9000+ per sq ft, marking a substantial rise from the 2017 baseline. Key Factors Driving Appreciation remained, Infrastructure Development: Proximity to the Dwarka Expressway (approx. 4km) and improved connectivity to NH-48 drastically improved accessibility, boosting demand. Premium Offerings: The sector features high-rise premium projects from reputable developers like DLF (e.g., The Primus) and Vatika Group (e.g., Sovereign Next, Independent Floors).

22. Considering all this, it is presumed that prices of residential houses in Sector 82A, Gurugram, appreciated by Rs.2,000/- per sq. ft. during relevant period. The unit in question which was purchased by the complainants is measuring 2290 sq. ft. Price of same would have appreciated to Rs.45,80,000/-. Admittedly, amount paid by complainants had already been ordered to be refunded to them by order of the Authority. However, the complainants have paid a sum of Rs.58,59,388/- out of total sale consideration of Rs.1,64,14,420/- i.e. about 35.79% of it. 35.79% of Rs.45,80,000/- (total appreciation value) being Rs.16,39,182/-. The complainants are thus allowed a sum of

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Rs.16,40,000/- (rounded up) as compensation for loss of appreciation, to be paid by the respondent.

23. The compensation in the name of physical, emotional, financial, mental harassment, agony and grievance along with interest, amounting to Rs.1,87,50,623/- appear to be highly excessive. Apparently, when complainants paid substantial amount of sale consideration but respondent did not bother even to start construction. All this caused physical harassment and mental agony to the buyers/complainants. Same are allowed a sum of Rs.2,00,000/- on this count.

24. The compensation in the name of cost and legal expenses amounting to Rs.3 lacs also appear 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 complainants were represented by a lawyer during proceedings of this case, same are allowed a sum of Rs.50,000/- as cost of litigation.

25. 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.

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Hitin Chopra etc. vs M/s. Vatika Limited

26. File be consigned to the record room.

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



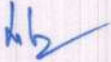
(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate
Regulatory Authority,
Gurugram.

Hitin Chopra etc. vs M/s. Vatika Limited

Present: Mr. Rohit Oberoi, Advocate for complainants.
Mr. Shivaditya Mukherjee, Advocate for respondents.

Although case was fixed for order today. Some clarification is required.

To come for same purpose on 27.03.2026.


(Rajender Kumar)
Adjudicating Officer,
29.01.2026


Hitin Chopra etc. vs M/s. Vatika Limited

Present: Mr. Rohit Oberoi, Advocate for complainants.
Mr. Shivaditya Mukherjee, Advocate for respondents.

~~Some~~ Clarification got.

Complaint is disposed of vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
27.03.2026