

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

**Complaint No. :2932-2024
Date of Decision: 30.03.2026**

Mrs. Aruna Garg W/o Mr. Ved Prakash Garg, R/o Ist Floor 19, Raj Niwas Marg, near Stephen Thomas Home, Opposite Gujarat Samaj, Civil Lines, New Delhi-110054.

.....**Complainant.**

Versus

M/s Chintels India Private Limited, Office Chintels Corporate Park, Sector-114, Gurugram-122017.

.....**Respondent.**

APPEARANCE

For Complainant:
For Respondent:

Ms. Priyanka Aggarwal, Advocate.
Mr. Shubham Dayma, Advocate.

ORDER

This is a complaint filed by Mrs. Aruna Garg, (allottee) under section 31 read with sections 71 & 72 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016"), against M/s. Chintels India Private Limited (promoter).

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2. The respondent/promoter developed and sold flats in a project, namely 'Chintels Paradiso' located at Sector 109, Gurugram. Said project is comprising 9 towers in total and was constructed in two phases i.e. Phase no.1 and Phase no.2. Towers-D, E, F, G and H are in Phase I while Phase II comprises towers A, B, C and J. On 10.02.2022, a portion of flat No. 603 in Tower D of Phase I of this project collapsed. Consequently, five floors of said tower fell on earth. It resulted in unfortunate death of two women residing therein. Vide order dated 12.02.2022, Deputy Commissioner, Gurugram, constituted a committee to enquire about the incident. The Enquiry Committee gave its report. Relevant portion of which is reproduced as under: -

"Since signs of corrosion of reinforcement are visible in all the towers of the project, the committee reiterates that the remaining towers (towers A, B, C, D, E, F, G, H and J) be vacated until the completion of the ongoing investigations in the interest of the safety of the residents."

3. The complainant has mentioned about, another committee constituted by The District Magistrate vide order dated 24.02.2022 headed by Additional Deputy Commissioner, Gurugram, to ensure re-location of effected families and their well beings. This committee gave following report: -

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“Keeping in view of the fact that residents have pointed out structural defects in Tower E, F, G and H and also in about 100 flats, the Committee shall monitor/supervise shifting of families residing in these towers till finalization of report of structural audit”.

4. Services of IIT, Delhi, were also solicited by the Committee, on 24.02.2022. A team of IIT experts conducted structural audit of all nine towers of said project. This team found as: -

“.....Due to the widespread presence of chlorides in the structure and lack of chlorides in the air to which the buildings are exposed, it can be deduced that chlorides were present in the concrete at the time of production.....

.....that although the source of these chlorides is difficult to ascertain, they could have been present in any of the components of concrete, including water, sand, coarse aggregates, cement or chemical admixtures.....”

“.....The need to frequently repair structures, as has been reported by the residents, also appears to have been caused by corrosion of steel reinforcements due to the presence of these chlorides. A poor quality of concrete has also played a role in the deterioration. Repair of these structures for usage is not technically nor economically feasible.....”

5. Some residents of this project approached Apex Court of India by filing Writ Petition (Civil) No. 273 of 2022 titled as **“Manoj Singh and others vs Chintel India Pvt Ltd & Ors”**. While deciding said petition, the Apex Court referred communication done by District Town Planner on 21.06.2023, where allottees in Towers D, E and F of said project were given two options, i.e. Option No. I & Option II. As per

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Option No. 1, the occupants will vacate the concerned building and to them the builder will pay Rs.6500/- per sq. feet (super area) plus cost of interior as may be finalized by committee plus actual stamp duty plus shifting charges and also rent till full and final payment of the flat to the occupants. Option No. II required the builder to reconstruct the project at the same site, subject to occupants vacating the premises.

6. Taking this matter as an extraordinary case, their lordships disposed it off, while making following observations: -

“15. In the present petition, 188 flat owners have joined together, and these writ petitioners are spread across both phase I and Phase II towers. Since Towers -A, B, C and J in Phase II are not declared unsafe, the concern of the 188 persons who have filed the purchased flats in the towers in phase I. Of these, 31 persons have settled with the builder, and they have been paid their dues either option I or option II.

16. For those, who are willing to exercise option I even now, the builder, according to Mr. Nadkarni, is prepared to accommodate them in the same terms as was given to those, who have exercised the option-I.

17. For the remaining who want the builder to re-build the project at the same site as part of option II, the concerned buildings must necessarily have to be vacated by all the occupants including the ten remaining occupants. After the concerned towers are vacated, the builder is prepared to re-construct the towers at the same site after securing requisite permission from the authorities. As was stated earlier, from commencement of re-construction until the project gets completed, the builder must pay the affected flat buyers

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reasonable rent for their alternate accommodation. The rate of rent can be decided by the committee headed by the provisional commissioner, Gurugram”.

7. Facts described above, are admitted by both of the parties, during deliberations.

8. According to complainant, believing the advertisements of the respondent's company, she approached the latter (respondent) for booking of a flat comprising 4 BHK+SQ No. C-004 in Tower-C of project “Chintels Paradiso” admeasuring 3150 sq. ft. Said flat was allotted to her along with one car parking. After payment of entire sale consideration, she took possession of it on 16.10.2019. Conveyance deed was executed on 27.11.2019, although the developer failed to receive any completion certificate from DTCP. As per BBA, total cost of said unit was Rs.1,64,65,000/-, she paid a sum of Rs.1,80,04,265.00/- more than 100% of total sale consideration. Apart from same, she paid a sum of Rs.4,60,000/- towards stamp duty charges and in addition spent Rs.3,08,065/- on renovation and wood work etc.

9. That after taking possession, in rainy season of 2020, it was observed by them that tiles of drawing dining room were missing. Master bedrooms had started developing cracks. Protruding tiles emitted “Khat Khat” noise while walking. Cracks were observed in both

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45" running balconies. Granite slab in lift lobby area in front of main entrance door, was also found in similar condition. The issue was reported by her and other occupants to the Maintenance Agency of the Developer. However, no action was taken. Due to continuous problem, they reported the matter to the Secretary of CPRWA, who took up matter with Mr. Ashok Solomon, CEO and Prashant Solomon MD of the respondent on 24.08.2020 requesting them for a lasting solution. On 10.02.2022 tragedy occurred in Tower D, as described above.

10. Citing all this, the complainant has sought following reliefs:

- a) to direct the respondent company to refund the entire amount paid by the complainant along with interest at the rate of 18% so far amounting to Rs.4,97,19,769.32/- till date.
- b) to direct the respondent to pay compensation to the tune of Rs.3,36,05,397/- on account of causing financial loss of opportunity cost.
- c) to direct the respondent company to pay compensation to the tune of Rs.1,68,22,301.67/- at the rate of 18% for non-payment of Delayed possession charges for 3 years delay in handing over of possession.
- d) to direct the respondent company to pay compensation to the tune of Rs.15,54,077.08/- on account of rental losses incurred to the complainant.
- e) to direct the respondent company to pay refund the stamp duty charges of Rs.4,60,000/- paid by the complainant.
- f) to direct the respondent company to pay litigation cost of Rs.5,00,000/- incurred by the complainant.
- g) to direct the respondent company to pay compensation of Rs.18,04,636/- to the complainant on account of causing burden of loan EMIs on the complainant.
- h) to direct the respondent to refund the Maintenance charges paid by the complainant till date amounting to Rs.9,06,622/-.

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- i) to direct the respondent company to pay compensation of Rs.3,08,065/- on account of expenses incurred on interior works.
- j) to direct the respondent company to pay compensation of Rs.50,00,000/- for causing mental agony and harassment of the complainant.
- (k)to direct the respondent company to pay compensation of Rs.50,00,000/- for endangering the life and safety of the Occupants of the unit.

11. Heard. Admittedly, the complainant was allotted a Unit by the respondent in its project, namely 'Chintels Paradiso' developed by it. She (complainant) paid entire sale consideration and was handed over possession of her unit. Team of experts from IIT, Delhi found structural defect in the construction of project. It was noted by the team that chlorides were present in the concrete at the time of production----- the need to frequently repair the structures, appears to have been caused by corrosion of steel reinforcements due to the presence of these chlorides-----a poor quality of concrete has also played a role in the deterioration-----repair of these structures for usage is not technically nor economically feasible.

12. What to say of unit allotted to the complainant, entire project has been found unsafe for human dwelling. Allottee-complainant cannot be blamed for this defect, rather it was sole responsibility of the respondent to construct the project as per prescribed norms. It is not denied on behalf of respondent that at the

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time of allotment of unit, the allottee-complainant was assured for 'international standard of construction' by the promoter/respondent as alleged by the former. The respondent is thus liable to compensate the complainant in this case.

13. During arguments, ²when opinion of parties was sought for award of compensation in view of order passed by the Apex Court. As stated earlier, the Supreme Court offered two options to the allottees i.e. --

Option 1: - The occupants were to vacate the concerned building and to them the builder was required to pay Rs.6500/- per sq. feet (super area) for units in Tower DEFG&H, Rs.7500 p. sq. feet for Tower C & Rs.7900 p. sq. feet for units in Towers A&B, plus cost of interior as may be finalized by committee, plus actual stamp duty plus shifting charges and also rent till full and final payment of the flat to the occupants, who have chosen Option No. I.

Option No. II: - Option No. II required the builder to re-construct the project at the same site, subject to the occupants vacating the premises.

14. Learned counsel for respondent frankly stated during arguments that his client is not inclined to allow Option no. II, as same does not want to re-construct any further flat. However, the complainant desired to get another unit, constructed in the same project but according to new FAR, norms, which has allowed more coverage.

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15. As per learned counsel for the respondent, his client is ready to pay compensation to the complainant at the rate of Rs.7500/- per square feet, in view of report given by the Committee, constituted for this purpose by the District Collector, Gurugram. According to him, the allottees in Tower-C, who opted for Option No. I were to get refund of the amount at rate 7500 per sq. feet plus cost of interior as finalized by the Committee plus actual stamp duty plus shifting charges and again rent till full and final payment is made. On being enquired whether complainant wants compensation in view of Option No.1, learned counsel for same rejected it, saying that his client was not party to said Committee and the Committee has not properly assessed prices prevalent there now. An affidavit has been filed by learned counsel for complainant, sworn by the latter. According to complainant, in rates offered by the respondent i.e. Rs.7500/- per sq. feet are grossly inadequate and unjustified. She is not ready to accept offer of respondent to compensate her at the rate of Rs.7500/- per square feet.

16. It is contended by learned counsel for the complainant that the respondent is selling similar flats in its project "Chintels Serenity" being developed in same area i.e. Sector-109, Gurugram at the rate of Rs.16,000/- per square feet. Photocopies of brochure as well

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as some correspondences through Whatsapp having taken place with some person stated to be representative of the respondent, have been put on the file. The cost of unit of 2100 square feet in Tower-7 of said project (Chintels Serenity) is mentioned as Rs.16,000 per square feet. The complainant has again filed some document stated to be photocopy of a sale deed, executed by same respondent. Said unit was sold on September 9th,2025, in favour of one Jaspreet Kaur Chandhok . It is unit No. T1-1402, having carpet area 1282.63 square feet and Balcony was 222.58 square feet and super built-up area of approximately 1955 square feet on 14th floor in T-1. Copy of Schedule-IV is annexed with the sale deed, where basic sale price of said unit is mentioned as Rs.13966.49 per square feet, totaling amount to Rs.2,73,04,500/-. The complainant has referred some screen shots from a Real Estate Site i.e. 99 acre.com.

17. Learned counsel for the respondent objected admissibility of these documents. According to him, screen shots of 99 acres are not reliable evidence. Similarly, according to him, in the absence of any certificate under Section 65-B of The Indian Evidence Act, no reliance can be placed on copy of sale deed and also copy of brochure published by his client. Learned counsel asserts that the complainant is not entitled for compensation more than the amount as determined by the


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Committee, appointed by District Collector, Gurugram i.e. Rs.7500/- per square feet.

18. There is no denial that the Apex Court while deciding Writ Petition (Civil) No.273 of 2022 (supra) gave two options to the petitioners, as detailed earlier. Admittedly, the present complainant was not a party in that matter. Even the respondent is not ready to follow that order. Same is not inclined to offer Option No. II, as given by the Apex Court. Further, said judgment is dated January 4th 2024. Lot of appreciation is witnessed in the prices of residential houses in Gurugram, after that date.

19. It was claimed that neither any notice was given by the Committee to the complainant nor the latter participated in its meeting. Considering all this and the fact that none of parties wants to follow said Judgment of the Apex Court, I don't think it proper to award compensation as per report of said Committee, relied upon by the Apex Court.

20. This Forum is akin to a Tribunal, which is obliged to follow principles of natural justice. Strict provisions of the Indian Evidence Act are not ^{required} to be necessarily followed. In this way, when the complainant is found entitled for compensation, her claim cannot be

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thrown away for want of certificate under Section 65-B of the Indian Evidence Act.

21. There is no denial that the respondent has offered units in its own project "Chintels Serenity" in same Sector i.e. Sector-109, Gurugram at price of Rs.16,000 per square feet. Same (respondent) sold a unit at the basic sale price of Rs.13966.49 per square feet in that very project. Although learned counsel for the respondent claimed that prices in "Chintels Paradiso" and "Chintels Serenity" are different. He (Learned counsel) did not explain as to what was difference between these two projects, particularly when both are situated in same Sector i.e. 109 of Gurugram.

22. According to AI overview, the property prices in Sector-109, Gurugram experienced significant appreciation between February 2022 (the date when towers of "Chintels Paradiso" including tower, where unit of complainant is situated, were declared unfit for human dwelling) and March 2026 (present date) largely driven by developers of Dwarka Express Way. The average property rates for apartment rose from approximately Rs.6500-7000 per square feet in early 2022 to roughly Rs.12000-12400/- square feet by Quarter-1, 2026. The overall appreciation in property rates in Sector-109, Gurugram saw a dramatic increase of approximately 64.7% over the last three years.


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23. Ruminating all this, I think it appropriate to allow compensation to the complainant at the rate of Rs.13,000/- per square feet, amounting to Rs.4,0950,000/-(13000x3150) including amount of sale consideration i.e. Rs.1,80,04,265/- already paid by the complainant.

24. By filing an affidavit, the complainant claimed that same paid Rs.4,60,000/- towards stamp duty charges at the time of registration of Conveyance Deed and in addition spent Rs.3,08,065/- on renovation and woodwork etc.

25. The fact of payment of Rs.4,60,000/- towards stamp duty charges is not denied on behalf of the respondent. However, learned counsel for the latter(respondent) doubted expenditure of Rs.3,08,065/- as shown by the complainant on renovation/woodwork etc. The complainant did not adduce any evidence except said affidavit to verify the expenditure on renovation work/woodwork etc. No reason to allow compensation of Rs.3,08,065/- in this regard.

However, the same (complainant) is allowed a sum of Rs.4,60,000/- spent on purchase of stamp duty, to be paid by the respondent.

26. The complainant has prayed for compensation to the tune of Rs.3,36,05,397/- on account of causing financial loss of opportunity cost. Again, compensation of Rs.1,68,22,301.67 along with interest at

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the rate of 18% per annum for non-payment of Delayed Possession Charges and further Rs.15,54,077.08P on account of rental loss, a compensation of Rs.18,04,636/- on account of causing burden of loan EMIs. When the complainant has already been allowed compensation for appreciation in the value i.e. Rs. 4,0950,000/-(including amount paid by same), I find no reason to allow compensation on account of causing financial loss of opportunity cost, non-payment of delay possession or for rental loss and causing burden of loan EMIs. Prayer in this regard is declined.

27. The complainant has claimed a compensation of Rs.9,06,622/- i.e. refund of maintenance charges. When the complainant resided in the unit in question for some time, till the same was declared as unsafe for human dwelling, in my opinion, she was liable to pay maintenance for that period. No reason to allow refund of maintenance charges already paid by her. Request in this regard is also declined.

28. The complainant has prayed for compensation of Rs.50 lakhs for causing mental agony and harassment and again a sum of Rs.50 lakhs for endangering the life and safety of the occupants of the unit in question. Apparently, it caused mental agony and harassment to the occupant/complainant when her dream house was found unfit



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for human dwelling. The amount of Rs.50+50 lakhs is highly excessive. The complainant is allowed a sum of Rs.2 lakhs for mental agony and harassment.

29. The complainant requested for compensation of Rs.5 lakhs as litigation expenses. No court fee is prescribed to be paid to the Authority, while filing a complaint. Even then, it is apparent that the complainant was represented by an Advocate during the proceedings of this case, same (complainant) is allowed a sum of Rs.50,000/- as cost of litigation expenses.

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

Announced in open court today i.e. on **30.03.2025**.


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