

Bimla Sharma vs. M/s Ansal Build-well Ltd.

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

**Complaint No. :2356-2023
Date of Decision: 30.03.2026**

Bimla Sharma, resident of Plot No. B-13, Block-B, Eden Villa, Sushant Lok, III, Sector-57, Gurgaon- 122003, Haryana.

.....Complainant.

Versus

M/s Ansal Build-well Limited, Office address 118, Upper First Floor, Prakash Deep Building, 7, Tolstoy Marg, New Delhi-110001.

..... Respondent.

APPEARANCE

**For Complainant:
For Respondent**

**Mr. Rajeev Kumar Khare, Advocate
None for respondent.**

ORDER

This is a complaint filed by Ms. Bimla Sharma (allottee) under Section 31 read with Section 71 and 72 of the Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) and Rule 29 of the Haryana Real Estate (Regulation and Development) Rules 2017 against Ansal Build-well Limited (promoter).

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2. In brief, facts of the complainant's case are that on 13.05.2018, she (complainant) booked a Villa No. B-13 in Scheme Eden Villa, at Sushant Lok-III, Sector-57, Gurugram, developed by the respondent after making on payment of Rs.24,00,000/-. The Villa, comprising basement and two and a half floors is built on a 299 sq. yard plot. The respondent allotted the booked residential Villa to the complainant on 28.05.2018 against total sale consideration of Rs.2,20,00,000/- and other charges of Rs.1,76,000/-.

3. That said Villa was transferred and registered in favour of the complainant on 08 August 2018 vide Conveyance Deed No. 5396 on payment of basic sale price of Rs.2,20,00,000/-, stamp duty of Rs.11,00,000/- and miscellaneous charges. The complainant was provided the original Conveyance Deed vide letter dated 29.08.2018 and received possession of the property on 30.08.2018.

4. That she (complainant) was informed that the property was built only two years ago but she came to know later that OC was issued on 20.12.2005 nearly 13 years before the Villa was sold and transferred to the complainant. She (complainant) began facing construction related problems from day one of moving into the property. The complainant faced several very serious problems with the quality of construction of the

property which rendered the property uninhabitable. In fact, the property was unsafe for living. The issues were finally reported to the respondent by her husband on 11.07.2019. Now the carelessness of Ansal Build-well has gone beyond control, when on 25th of June, 2019 a major construction accident happened inside her house, when a beam on the second floor's room fell down. The complainant filed several complaints but to no avail. The respondent did not care to respond to the complainant's email requesting him to share a copy of completion certificate.

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

- a. To direct the respondent to provide copy of all approved layout drawings and technical drawings including structural & working drawings of the allotted unit.
- b. To direct the respondent to provide the evidence of having complied with all the terms and conditions of approved building plans, Environmental Clearance and Occupation Certificate.
- c. To appoint a government authorized/approved agency to (i) assess the damage to the suit property, (ii) recommend remedial measures which may extend to bringing down the entire construction and (iii) rebuild the entire house as per the approved drawings.
- d. To direct that the work recommended by the aforesaid agency be carried out under the supervision of this Court and the

approved independent agency in consultation with the complainant and the complete cost of assessment and recommended work shall be borne by the respondent.

- e. To direct the respondent to pay interest on Rs.2.2 Crore for the period (from June, 2019, to the date of actual removal of all defects) the complainant has suffered loss of enjoyment of her property, just as it is paid for Delayed Possession under section 18 of HRERA.
- f. To direct the respondent to pay compensation to tune of Rs.10,00,000/- for mental harassment she and her family have been subjected to.
- g. To direct the respondent to pay Rs.1,00,000/- towards the legal expenses incurred on account of this litigation.
- h. To permit the complainant to make additional averments as and when new facts or evidence come to their notice or any other time in the interest of justice.
- i. To pass any other order as may deems fit in the interest of justice.

6. The respondent did not opt to contest the claim despite service of notice. No written reply was filed by it. It was proceeded exparte and defence of same was struck off, vide order dated 15.09.2023.

7. Complainant filed affidavit in support of her claim.

8. I have heard learned counsel for complainant and perused the record.

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9. The undersigned (Adjudicating Officer) has jurisdiction to adjudge compensation in view of Section 71 of Act of 2016 i.e. for violation of Sections 12,14,18&19 of the Act. This Forum has no jurisdiction to give any direction to the respondent ^{ie} to provide copy of approved layout drawings and technical drawings etc., to direct the respondent to provide evidence of having complied with terms and conditions of approved building plans, to appoint government authorized/approved agency to assess damage to the property and to direct the respondent to do the work as recommended by said agency, as prayed in this complaint and reproduced in Para no.5 Clause (a) to (d) of this order.

10. So far as other prayers of the complainant are concerned, admittedly, Villa in question was transferred and registered in complainant's name on August 8th, 2018 by executing Conveyance Deed in this regard. According to record, the complaint in hands was filed on 26.05.2023 i.e. about five years after execution of Conveyance Deed. Although Act of 2016 does not prescribe any limitation, within which a complaint seeking compensation can be filed. Public interest requires that any complaint etc. should be filed at the earliest. No explanation is given as to why the complainant slept over her rights for so long.

11. Even on merits, it is submitted by learned counsel for the complainant that his client was provided an alternate accommodation by the respondent till the deficiencies were removed. The complainant shifted to that accommodation i.e. first floor of Unit No. B-08, Sushant Lok-III, Gurugram, in January 2021. The respondent agreed to pay rent and maintenance charges.

12. Copies of some correspondences, especially letters written by the complainant to the respondent are on record, which point out certain deficiencies. Some photographs have also been put on file, which show some seepage/removal of plaster of some walls. However, it is not proved as to when these photographs were clicked or the same belong to Villa in question. As per complainant, she was asked to shift to her house after deficiencies were allegedly removed by the respondent. It is not clear that photographs put on the file were clicked before repair work was done by the respondent or after the repair work.

13. It is contended by learned counsel for the complainant that there were structural defects in the building. Learned counsel pointed out that team of "Acecon Engineers" conducted survey about structural defects, if any. Said team filed its report dated 24.10.2019, copy of which is on record as "Annexure-C/8."

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14. Even if said report taken as true, it is reported that in basement store room, there were seepage marks in wall plaster, due to water logging at front side due to rains. The team mentioned some other seepage marks, but regarding structural status of the building, it (team) advised to conduct Non-Destructive Testing (NDT) of the building structure. Further, NDT was ^{total 2} reported to have been done and following has been reported:


- i. The average Estimated Cube Compressive Strength of different RCC members by using "Rebound Hammer Test" is found to be **24.1 MPa**.
- ii. The average Estimated Cube Compressive Strength of different RCC members by using "Core Cutting Test" is found to be 15.7 MPa. As per the clause 17.4.3 of IS Code 456:2000, the Core Strength can be adopted as 75% of individual results of the specified compressive strength. Therefore, the average compressive strength can be adopted as $(15.7 \times 1/0.75) = 20.93$ MPa.
- iii. Hence the average Compressive Strength of Concrete used is **22.52 MPa**.

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As per Table-5 of IS Code-456:2000 the minimum concrete grade of RCC structure shall not be less than 20.0 MPa. Hence on durability point of view **structural strength is found to be OK** but our above observations regarding the maintenance and its remedial measures will remain the same.

15. In this way, it is not proved that there were any structural defects in the construction. Even as per complainant, other deficiencies were removed by the respondent. She was given alternative accommodation and rent for which was borne by the respondent. On the basis of facts discussed above, the complainant failed to prove her case. No reason to award any compensation, in her favour. This complaint is thus dismissed. File be consigned to the record room.

Announced in open court today i.e. **on 30.03.2026.**


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