

Ms. Neelam Choudhary vs. M/s Ramprastha Promoters & Developers Pvt. Ltd. & Anr.

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

Complaint No.: 1391-2023

Date of Decision: 06.04.2026

Ms. Neelam Choudhary resident of B-1/53, Janak Puri, New Delhi-110058.

.....Complainant.

Versus

1. M/s Ramprastha Promoters & Developers Pvt. Ltd., Plot No.114, Sector-44, Gurugram.
2. Blue Bell Proptech Pvt. Ltd., C-10, C-Block Market, Vasant Vihar, New Delhi-110057.

.....Respondents.

APPEARANCE

For Complainant: Mr. Vinayak Gupta, Advocate.

For Respondents: Ms. Mrinal Dave, Advocate.

ORDER

This is a complaint filed by Ms. Neelam Choudhary (allottee) under Section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016), against M/s Ramprastha Promoters & Developers Pvt. Ltd. and Blue Bell Proptech Pvt. Ltd. (promoters).

2. According to complainant, she (complainant) booked a Unit No. 1301, 13th Floor, Tower/Block-C admeasuring 1725 sq. ft ('the flat')

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in the Project "SKYZ" being developed by the respondent at Sector-37D, Manesar Urban Complex Gurugram. At the time of booking of flat, she (complainant) was assured that the flat would positively be delivered to her within 2.5 to 3 years and Builder Buyer Agreement (BBA) would be subsequently executed. After a delay of about four months from the date of the booking, the flat was allotted vide Allotment Letter dated 21.12.2011 to the complainant against a total consideration of Rs. 77,08,967/- (with no EMI Payment Plan).

3. That in order to finance the payments for the flat, on 22.12.2011, respondent No. 1 along with the complainant and State Bank of India also entered into a Tripartite Agreement for sanction/disbursement of home loan of Rs.59,00,000/- in favour of complainant by the Bank. In the said Tripartite Agreement, respondent No. 1 undertook to reimburse the loss caused to the Bank on account of delay in construction by respondent No. 1. Builder Buyer Agreement was executed on 04.01.2012, as per which, possession of the flat was to be given by 31.08.2014.

4. That as per Clause 3 (p) of the Tripartite Agreement, respondent No. 1 had also assumed the liability of payment of interest accrued on the loan amount disbursed by the Bank to respondent No. 1


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on behalf of complainant, up to 31.08.2014. An amount of Rs. 57,81,726/- was paid to respondent No. 1 directly by the Bank, but the respondent No. 1 failed to discharge its obligations as per the aforesaid Tripartite Agreement. Thus, the complainant had to bear the responsibility for the same.

5. That as per the payment plan, 75% of the total sale consideration was payable at the time of booking and on start of construction of project by respondents. To extort money from the complainant, respondent No. 1 issued demand-cum-invoice letter dated 17.10.2011 demanding Rs. 57,81,727/-. She (complainant) paid an amount of Rs. 69,38,070/- (Rs. 11,56,345/- (directly) and Rs. 57,81,725/- (via Bank Loan) to respondent No.1, which the Authority ~~was~~ ordered to refund to the complainant. She (complainant) kept on paying the interest on the loan availed from the Bank at a hefty rate and under the belief that the extra payments being made by her would be accounted for at the time of obtaining the possession. However, the same did not occur and the complainant had to close the loan availed from the Bank. as she was unnecessarily being burdened with a hefty interest on the same.

6. That since there was undue and unwarranted delay on the part of the respondents, she (complainant) sent a legal notice dated

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01.12.2020 to the respondents seeking refund and compensation, on which, the respondent without responding to the legal notice, insisted on signing a 'Letter of Comfort' on the dubious claim that they have entered into an arrangement with SWAMIH Investment Fund for completion of the Project.

7. That abovesaid Letter of Comfort sent to the complainant along with the e-mail dated 22.12.2020 reveals that the same was wholly one-sided and completely detrimental to the interest of the complainant. However, in 2021, on lackadaisical attitude and non-compliance by the respondents of the legal notice dated 01.12.2020 sent by the counsel of the complainant, the complainant filed a complaint (CR/1541/2021) against the respondent seeking refund of the amounts paid and compensation. The Authority vide order dated 29.07.2022 has allowed the refund and directed the complainant to approach this Forum for compensation and litigation expenses.

8. That in this way, the complainant has, therefore, not only suffered huge financial losses but has also suffered severe mental harassment in the last 10 years.

9. Contending all this, the complainant prays for the following compensation(s):

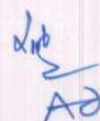
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- I. An amount of Rs. 41,89,063.26/- paid by the complainant as result of the lapses and omissions of the respondent No. 1 under the Tripartite Agreement;
- II. An amount of Rs. 20,00,000/- towards mental harassment;
- III. An amount of Rs. 10,00,000/- towards litigation expenses.

10. The respondent contested claim of complainant by filing a written reply. It is averred that the complainant failed to make the payment of instalments within the time prescribed, due to which, the allotment could not have been carried out in time and the date of possession got extended automatically on account of delay caused due to reasons which are beyond the control of the developer/respondent.

11. That terms and conditions of the agreement were executed only after mutual discussion and decision and agreement of both the parties and in such a case, one party cannot withdraw itself from the agreement. That stipulated date of delivery as mentioned in the agreement between the parties, is not a strict and final date but merely a tentative date. Stating all this, the respondent prayed for dismissal of the complaint.

12. The complainant filed rejoinder to the reply filed by the respondents reiterating the averments mentioned in the complaint. It is further claimed that on account of the respondent's non-compliance of


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the aforesaid order dated 29.07.2022 passed by the Authority, recovery certificate dated 06.07.2023 to recover as arrears of land revenue an amount of Rs.1,47,68,455/- has been issued.

13. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and perused the record.

14. Admittedly, a complaint filed by complainant seeking refund of amount paid by her, has been allowed by the Authority vide order dated 29.07.2022. The respondents/promoters were directed to return the amount received by them i.e. Rs.69,38,070/- with interest at the rate of 9.80% i.e. State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date + 2%, 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. The Authority noted that due date of possession as per agreement for sale was 31.08.2014 and there was delay of 4 years and 25 days on the date of filing of the complaint.

15. 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, -

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(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.**

16. 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.

17. However, the complainant has claimed compensation of Rs.41,89,063.26/- paid by same as a result of lapses and omissions on the part of respondent no. 1. It is not clarified as how complainant calculated said amount of compensation. When complainant has been found entitled for compensation, it is for this forum to adjudge the amount of compensation, case of complainant cannot be thrown away for want of reliable evidence in this regard.

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: -


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- (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. Apparently, despite receiving substantial part of sale consideration i.e. Rs.69,38,070/- out of total sale consideration of Rs.77,08,967/-, the respondent/promoter failed to complete the project and to hand over the possession with agreed time, the latter got disproportionate gain or unfair advantage causing substantial loss to the complainant.

20. As per AI Overview, residential property prices in Sector 37D, Gurgaon, experienced significant appreciation from 2014 to 2022, ^(due dt of possession w 31-08-22)

^(order of refund dt 29-7-22) transitioning from an emerging area to a prime residential hub.


According to trend data, properties in this area saw substantial long-term growth, with average flat prices rising from approximately Rs.4500-Rs.5,000 per sq. ft. in 2014-2015 to over Rs.11,000 per sq. ft. by 2026..... Property prices in Sector 37D have appreciated significantly over the last decade, with some metrics indicating over 150-175% appreciation over the 10 years leading to 2026. Even it is presumed that

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prices of residential units have been appreciated in the area where unit in question is situated at rate 150% from August 2014 (due date of possession being 31.08.2014) till July 2022 (i.e. order of refund passed by the Authority). The amount paid by complainant i.e. Rs.69,38,070/- if invested some other similar project, same would have appreciated to Rs.1,04,07,105/-. As mentioned above, amount of Rs.69,38,070/- paid by complainant has already been ordered to be refunded by the Authority, complainant is thus allowed a sum of Rs.34,70,000/- (rounded up), to be paid by the respondents.

21. The compensation in the name of mental harassment, amounting to Rs.20,00,000/- appear to be highly excessive. Apparently, when complainant paid substantial amount of sale consideration but did not receive possession of her dream unit, was suffered mental agony and harassment. Same is allowed a sum of Rs.2,00,000/- on this count.

22. The compensation in the name of litigation expenses amounting to Rs.10,00,000/- 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 complainant was represented by a lawyer during proceedings of this case, same is allowed a sum of Rs.50,000/- as cost of litigation.



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23. The complaint is thus, allowed. The respondents are 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.

24. File be consigned to the record room.

Announced in open court today i.e. on 06.04.2026.


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