

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

Complaint No. 5392-2023

Date of Decision: 13.04.2026

Mr. Manoj Rajput S/o Late Sh. Tekchand, R/o House No. H-4/108D,
Mahavir Enclave Part-1, Dwarka- New Delhi- 110045.

.....Complainant

Versus

M/s Signature Global Homes Private Limited, Ground Floor, Tower A,
Signature Towers, South City- 1, Gurugram, Haryana- 122001.

.... Respondent

APPEARANCE

For Complainant:

Mr. Sushil Kumar, Advocate.

For Respondent:

Mr. Pankaj Chandola, Advocate.

ORDER

1. This is a complaint filed by Mr. Manoj Rajput (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016), against M/s Signature Global Homes Private Limited (promoter) as per section 2(zk) of Act 2016.

2. According to complainant, based on representation by the respondent, he (complainant) filed an application dated 22.08.2022 and

paid booking/earnest money of Rs.20,000/- on 22.08.2022 to the respondent for flat/unit no. 5-B26-3F along with car parking. Apart from, payment of Rs.20,000/- on 22.08.2022, he paid Rs.20,000/- on 09.09.2022, Rs.60,000/- & Rs.20,000/- on 10.09.2022. Pursuant to payment of aforesaid money, respondent allotted aforesaid unit in its project "Signature Global Park-V (2), Gurugram, Haryana, Sector 36, Sohna Tehsil Gurugram, having an area of 1020 Sq. ft. He (complainant) received a Welcome letter dated 22.09.2022 from the respondent.

3. That he (complainant) received email dated 29.09.2022 for payment and further paid a sum of Rs.2,00,000/- on 29.09.2022, Rs.2,82,884/- on 11.10.2022. The respondent registered 'Agreement for Sale' on 18th October 2022. In Paragraph G of said agreement, it is mentioned that the carpet area of flat is 593.67 sq. ft. and Balcony Area is 149.404 Sq. ft. The respondent has left blank total area of plot no. B26. The said agreement is against the laws of land as the respondent has mentioned only those facts, which support it (respondent) only. At the time of signing of agreement for sale, he (complainant) specifically objected the same (facts).

4. That the respondent assured that they will charge payment as per area mentioned in the agreement for sale dated 18.10.2022. Further,

the respondent informed him that the reduction/increase in carpet area will be considered at the time of possession as mentioned in para 1.7 of the agreement for sale. Although in the agreement for sale, the respondent has mentioned carpet area of flat as 593.67 Sq. ft. and Balcony area as 149.404 Sq. ft. but same (the respondent) is charging him (complainant) for area of 1020 sq. ft.

5. That he (complainant) further paid a sum of Rs.50,000/- on 16.02.2023, Rs.50,000/- on 25.02.2023, Rs.5,00,000/- on 29.04.2023, Rs.4,00,000/- & Rs.5200/- on 30.04.2023. He (complainant) ^{has} paid a total of Rs.17,39,084/- out of total sale consideration of Rs.64,76,471/-.

6. That on 4th July 2023, the respondent issued a pre-cancellation notice to his (complainant). ^{he} ~~That~~ the respondent did not perform ^{its} his functions and duties, as defined in Section 11 of the Act.

7. That on 10th August & 11th August 2023, he (complainant) sent email to the respondent. On 12.08.2023, he received response from the respondent, for final settlement. ^{he} ~~letter~~, in which the respondent has mentioned that they have received Rs.16,19,084/- and that the allotment of Unit No. S-B26-3F is hereby cancelled with immediate effect. Further, the respondent has also mentioned that the refundable amount i.e. Rs.6,04,178.82 and Rs.10,14,905.18 is forfeited. The respondent did not

give credited of Rs.1,00,000/-, which was paid by him (complainant) on 10.08.2023, as the respondent had mentioned in letter dated 12.08.2023 Rs.16,19,084/-.

8. On 23.08.2023 he (complainant) visited the respondent's office and requested to charge the price as per the area allotted to him but the latter denied it. On 26.08.2023, the respondent sent an email mentioning that refundable amount is Rs.8,26,250/-. The respondent is sending contradict^{-only} documents, which show that it (respondent) is not willing to refund amount and is charging interest on higher rates, as per its own wishes. As per sale agreement, in case of cancellation of unit, only booking amount will be chargeable i.e. Rs.20,000/- paid by the complainant.

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

- (i) To direct the respondent to pay/refund to the complainant, Rs.17,39,084/- along with interest till actual payment for causing financial losses, financial/economic crisis, physical and mental harassment;
- (ii). To direct the respondent to pay compensation to complainant/allottee under Section 18 of RERA Act, 2016;
- (iii). To direct the respondent to pay interest to the complainant/allottee at applicable rates, in terms of RERA Act, 2016;

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- (iv). To direct the respondent to return the interest amount charged by the respondent and to refund the amount collected from the complainant in lieu of interest as well as penalty for delayed payments;
- (v). To direct the respondent to pay litigation charges Rs.2,50,000/- for both complainants;
- (vi). Pass any such other and further orders which this Court may deem fit and proper.

10. The respondent contested the complaint by filing a written reply. Each and every averment of the complaint is denied by the respondent, unless the same is expressly admitted. It is further averred that it is the complainant who intentionally defaulted in payments despite the receipt of repeated demands, reminders and pre-cancellation notice. The allotment was cancelled under compulsion. Further, BBA was admittedly entered on 18.10.2022 and allotment was cancelled in August 2023. Complainant never raised any issue of either area or any false promise during said period. He (complainant) has made payment after 18.10.2022, without any question or issue. Hence, complaint deserves to be dismissed on this ground alone.

11. That it (respondent) sent reminders to complainant in June 2023 and July 2023. It (respondent) has discharged all its obligations as

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applicable. The complainant has paid Rs.17,19,084/- only which can be confirmed from document Annexure C22.

12. Stating all this, respondent prayed for dismissal of complaint.

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. The facts that complainant was allotted a flat/unit no. 5-B26-3F along with car parking in project "Signature Global Park-V (2), Sector 36, Sohna Tehsil, Gurugram, by the respondent, he (complainant) paid amount as stated in the complaint and an 'agreement to sell' was executed between the parties on 18.10.2022 did not remain in dispute during arguments.

15. It is pointed out that present complainant filed a complaint with the authority, which was decided on 25.04.2025. It is contended by learned counsel for respondent that the complainant failed to make payment of sale consideration as per payment schedule, agreed between the parties. Allotment of unit was cancelled by his client (respondent) after serving many notices. Despite service of those notices, complainant neither paid the remaining dues nor filed any reply. Learned counsel claimed that observing all this, the Authority found fault in the

complainant himself and it was observed that allotment of said unit was rightly cancelled, by the respondent.

16. On the other hand, it is vehemently argued by learned counsel for complainant that his client was not at fault. According to him, despite order of refund of amount by the Authority, his client is entitled for the compensation in view of Section 18 (1) of the Act of 2016.

17. 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.**

18. No doubt an allottee is entitled for compensation when the promoter failed to complete project in agreed time and allottee opted to withdraw from the project. Undisputedly, present complainant

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approached the Authority by filing a complaint no. 5318 of 2023, which was decided by the Authority vide order dated 25.04.2025, copy of which has been put on file.

19. The Authority noted in its order as: -

That the above-mentioned clause provides that the promoter has right to terminate the allotment in respect of the unit upon default under the said agreement. It is observed that the respondent/promoter has issued various demands letter and finally, issued pre-cancellation letter to the complainant on 04.07.2023. Despite the issuance of pre-cancellation letter, the complainant has failed to clear the outstanding dues.

Upon perusal of documents on record, various reminders were sent by the respondent to the complainant before cancelling the unit to clear the outstanding dues but, the complainant has failed to pay the outstanding dues. Thus, the respondent has cancelled the allotment of the subject unit due to non-payment on 20.07.2023. It is observed that as per section 19(6) & (7) of the Act, 2016, the complainant-allottee was under an obligation to make timely payment as per the payment plan towards consideration of the allotted unit. However, the complainant did not pay the outstanding dues despite affording numerous opportunities by the respondent.

In view of the above findings, the Authority observes that the complainant is not entitled for the reliefs being sought under the present complaint as the allotment in respect of the subject unit of the complainant was cancelled by the respondent after issuing proper reminders. Therefore, the cancellation letter dated 20.07.2023 is hereby held to be valid in the eyes of law.

20. In the absence of filing any appeal etc. said order of the Authority has become final. As per order of the Authority, the allotment of

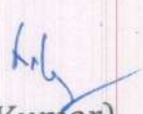
the unit in question was cancelled by the respondent, when complainant failed to adhere to payment schedule. The respondent could not be blamed for not completing the construction of project/unit in question or to hand over possession of same. Complainant is thus not entitled to any compensation for not ^{getting} ~~delivering~~ possession in agreed time.

21. As described above, complainant has prayed for refund of the amount of Rs.17,39,084/- along with interest. When the Authority has already allowed complaint filed by complainant seeking refund of amount, this issue cannot be re-agitated before this forum.

22. When complainant is not found entitled for any compensation, no reason to allow litigation cost or any other relief. Complaint is thus dismissed, without any order of costs.

23. File be consigned to the record room.

Announced in open court today i.e. on 13.04.2026.


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