

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

**Complaint No. 4257-2023**

**Date of Decision: 13.04.2026**

Balraj Singh, R/o 8, Ladywood Road, Sutton Cold Field, UK, United Kingdom. B742SN.

**.....Complainant**

**Versus**

IREO Pvt. Ltd., Regd. Office at C-4, First Floor, Malviya Nagar, New Delhi-110017.

**.....Respondent**

**APPEARANCE**

**For Complainant:  
For Respondent:**

**Mr. Harprit Singh Arora, Advocate  
Ms. Shivani Dang, Advocate.**

**ORDER**

This is a complaint, filed by Mr. Balraj Singh, (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against IREO Private Limited (promoter).

2. Brief facts of the complainant's case are that the latter (complainant) booked a Unit/Plot No. ICP-B-B05-01, Tower/Block No. IREO City, carpet/super area measuring 314.43 sq. yds. in the

respondents' project namely, "IREO City" located in Sector-60, Gurugram, on 1st March, 2011 and it was allotted on 25<sup>th</sup> July, 2011. A Builder's Buyer Agreement (BBA) was executed between the parties on 19<sup>th</sup> June, 2012. Total sale consideration of the said unit was agreed as Rs.1,10,05,050/-. The allottee-complainant till date has paid Rs.1,45,12,110.65. Due date of possession as per clause 11.1 of BBA was 18<sup>th</sup> June, 2015. Delay in handing over possession till date of filing this complaint was 7 years and 6 months.

3. That he (complainant) made payments as per demand letters issued by the respondent. Construction of the project, was not carried out, as per commitment, but the respondent kept on raising demands, for payments. Periodical payments, were reciprocal to the pace of timely construction i.e., development of internal amenities.

4. That due to inordinate delay in delivery of possession, respondent was under obligation to calculate and adjust delay compensation, as per RERA norms, which was not done. Rather unnecessary and unauthorized charges were imposed in the alleged final demand, which is raised without obtaining completion certificate and occupancy certificate, against the mandatory provisions of statutory norms under the Act of 2016.

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5. That the complainant raised a concern for reduced area in the said offer of possession, but the respondent assured that the deficiency shall be made good, and the booked area shall be delivered. The signatures of the complainant and his attorney were obtained on few blank papers, under the pretext of being pre requisite condition, for buying stamp duty papers. It was noticed after the execution of conveyance deed that the area of the plot stood decreased, to 265.45 sq. yds. Whereas the payment for the booked area i.e., 314.43 sq. yds., was charged from the complainant, which amounts to unfair trade practice and the respondent had not fulfilled its assurance of delivering the booked area of the plot.

6. That the complainant prays for compensation on account of delay, resulting in heavy financial losses in terms of (a) interest; (b) rentals; (c) mental harassment; (d) litigation costs; (e ) incorrect information as to the size of the plot; (f) unfair trade practices for making an unlawful gain, by selling the portion of plot at higher price to third party; (g) violation of mandatory provisions of the Act; (h) non furnishing stage wise completion of the project; (i) not providing basic amenities and assured club house as per terms of BBA; and (j) violating terms of agreement.

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7. The respondent contested the complaint by filing a written reply. Following is averred by the respondent: -
8. That this complaint is neither maintainable nor tenable and is liable to be outrightly dismissed. The plot buyer's agreement was executed between the complainant and the respondent prior to the enactment of the Act of 2016 and the provisions laid down in the said Act cannot be enforced retrospectively. The terms of the application signed by the complainants are binding between the parties. This forum does not have the jurisdiction to try and decide present complaint. The plot in question is exempted from registration under the Act of 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017. The plot allotted to the complainant does not come under the scope and ambit of 'on-going project' as defined in section 2(o) of the Rules of 2017.
9. That the request for grant of part completion certificate for the plot allotted to the respondent was made before the publication of Rules of 2017 vide application letter dated 12.05.2016, in accordance with Rule 16 of The Haryana Development and Regulation of Urban Area Rules, 1976.

  
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10. That this complaint is not maintainable for the reason that the agreement contains an Arbitration Clause, which refers to the dispute resolution mechanism to be adopted by the parties, in the event of any dispute i.e. Clause 34 of the Buyer's Agreement.
11. That the complainant has not approached this Hon'ble Forum with clean hands and has intentionally suppressed and concealed the material facts, in the present complaint. This complaint has been filed by him maliciously, with an ulterior motive and it is nothing but a sheer abuse of the process of law.
12. Denying all averments, in this way, the respondent prayed for dismissal of the complaint.
13. Both of the parties filed affidavits in support of their claims.
14. I have heard learned counsels appearing for both of parties and perused the record.
15. According to learned counsel for complainant, due date of possession as per BBA was 18.06.2015 but respondent failed to deliver possession at agreed time, causing loss to his client i.e. complainant. During deliberations, it is agreed by learned counsel for complainant that his clients approached the Authority seeking delay possession

  
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compensation for delay of delivery of the possession and that complaint has been allowed by the Authority vide order dated 01.10.2025, copy of which has been put on file. The respondent in that case has been directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% per annum for every month of delay from the due date of possession i.e. 14.02.2017 till offer of possession plus two months or actual handing over of possession, whichever is earlier, apart from some other reliefs.

16. It is contended by learned counsel for the complainant that despite said order of the Authority, it is for the Adjudicating Officer to allow compensation for delay in handing over possession, in view of section 72 of Act of 2016. Learned counsel reminded that this Forum (AO) has jurisdiction to allow compensation in view of Sections 12, 14, 18 and 19 of said Act. Section 18 (3) prescribes for liability of promoter to pay compensation to the allottees, if same (promoter) fails to discharge any other obligation imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale. Learned counsel claims that respondent (promoter)

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failed to discharge its obligation of handing over possession, in agreed time as per terms and conditions of BBA and hence, liable to pay compensation.

17. As per Section 18 (1) of Act of 2016, if promoter fails to complete or 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, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot or building, as the case may be, with interest at such rate as may be prescribed in this behalf **including compensation, in the manner as provided under this Act.**

18. It is worth mentioning here that complainant did not wish to withdraw from the project but prayed for delayed possession compensation, by filing a complaint with the Authority. The said complaint has already been allowed. Proviso added to sub section (1) of section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid by the promoter interest for every month of delay till handing over of possession, at such rate as may be prescribed. The

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parliament did not intend to provide compensation other than DPC in case allottee does not intend to withdraw from the project.

19. Upholding that the claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project as per Section 18 (1) of Act of 2016, following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **“Greater Noida Industrial Development Authority vs. Ranjan Misra”** Appeal No. 70 of 2023 decided on 20.04.2023-----;

*“13.9. If were closely examine the above two provisions, it comes out that in a case where the Allottee exists the projects, the Act expressly provides INTEREST AND COMPENSATION both, but in cases where the Allottee tends to stay in the project the Allottee is only entitled for interest of every month till the handing over of the possession. Thus, the intention of the legislature was to provide Compensation only to those Allottees who exit the project and not to those who tends to stay in the project.”*

20. When complainant has already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow separate

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compensation for same cause of action i.e. delay in delivering of possession. Complaint in hands is thus dismissed.

21. File be consigned to record room.

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



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

Balraj Singh vs. M/s IREO Pvt. Ltd.

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Present: Mr. Harprit Singh Arora, Advocate for complainant.  
Ms. Shivani Dang, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)  
Adjudicating Officer,  
13.04.2026