

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

Complaint No. 423-2025

Date of Decision: 13.04.2026

Mr. Arnav Mehta S/o Mr. N. K. Mehta, R/o F-1/385-A, Gali No. 3, Mahavir Enclave, South West, Delhi-110045.

..... **Complainant.**

Versus

M/s Ocean Seven Build-tech Private Limited, Regd. Office At: 505-506, 5th Floor, Tower B-4, Spaze I-Tech Park, Sector-49, Gurugram.

..... **Respondent.**

APPEARANCE

For Complainant:

Mr. Harish Ahuja, Advocate.

For Respondent:

Mr. Kanishak Taneja, Advocate.

ORDER

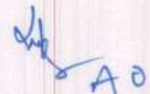
1. This is a complaint, filed by Mr. Arnav Mehta (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s Ocean Seven Build-tech Private Limited (promoter).

K. K. Mehta
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2. Briefly stated, according to complainant, respondent is a developer/builder and he (complainant) applied for the allotment of a flat in the respondent's project for Flat No. 1404, Tower No. 4, 2BHK (Type-2) having a gross saleable area of 556.280 sq. ft. and balcony area 90 sq. ft. situated in "THE VENETIAN" in Sector 70, Gurugram, Haryana. He (complainant) was allotted abovesaid unit vide allotment letter dated 09.03.2021, issued by the respondent.

3. That no Builder Buyer Agreement (BBA) has been executed between the parties till date. A substantial sum of Rs.2,29,284/- has already been deposited by him (complainant) with the respondent against receipts. As on date, there is no progress of construction on site or in other words construction has not yet begun on site. There has been various deliberate, malafide acts and omissions including non-performance of the obligations on respondent's part right from the beginning or to say from the time of booking.

4. That the respondent has failed to perform its obligations in terms of handing over of the possession to complainant within stipulated time. The respondent has not started even the construction. In the wake of respondent's failure/refusal/neglect/deficiency in service, he

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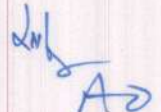
(complainant) is entitled for compensation and the respondent/promoter is obligated to pay the same.

5. Contending all this, complainant has sought following compensations: -

- i. to direct the respondent to pay compensation for the loss of monthly rent equivalent to/ more than Rs.30,000/- per month till handing over of possession.
- ii. to direct the respondent to pay compensation/litigation charges up-to the extent of Rs.10,00,000/-.
- iii. any other relief which this Hon'ble Forum may deem fit.

6. The respondent contested the complaint by filing a written reply. It is averred that this complaint filed by the complainant is grossly misconceived, wrong, unjustified and untenable in law besides being clearly extraneous and irrelevant. Same is liable to be dismissed.

7. That the complaint is not maintainable before this Forum as there is Arbitration Clause (16.02) in the agreement for sale and according to said clause, in case of any dispute between the parties, the matter shall be referred for Arbitration, as per Arbitration and Conciliation Act, 1996 and an Arbitrator shall be appointed by the company. That BBA was signed and accepted by the complainant, therefore the complainant can't go back with the agreement entered between the parties.



8. That the license of the respondent has been suspended and DTCP has frozen the bank accounts of - - it (respondent), therefore the same (respondent) was not able to construct the project in time manner. That starting from February 2023, the construction activities have been severely impacted due to the suspension of the license and the freezing of accounts by the DTCP Chandigarh and HRERA Gurugram, respectively. This suspension and freezing of accounts represent a force majeure event, beyond the control of it (respondent), rendering the completion of construction by the stipulated date of February 25, 2023, practically impossible.

9. That it (respondent) was always ready to execute the buyer agreement and it was the complainant himself who did not bother to come for execution of that agreement in the office of concerned Registrar. The complainant has not filed any evidence of payment i.e. certified bank account or letter from the bank; hence the payment is declined.

10. Denying all averments, respondent prayed for dismissal of complaint.

11. Both of the parties filed affidavits in support of their claims.

12. I have heard learned counsels appearing for both of parties and perused the record.

Handwritten signature/initials
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13. The facts that the complainant was allotted flat in question by the respondent in a project being developed by it i.e. "The Venetian", Sector-17, Gurugram and the payment of Rs.2,29,284/- having received by the respondent are not denied during deliberations. Copy of allotment letter has been put on record. It is also not disputed that the respondent failed to complete the project/unit in question and to handover possession of the same to the allottee/complainant, in agreed time.

14. The only plea raised by the respondent is that same could not complete the project as DTCP has suspended its license. Accounts of same (respondent) have been frozen by the order of DTCP as well as HRERA, Gurugram. It is pointed out that the project "The Venetian" is being developed under Affordable Housing Policy, 2013 issued by the Government of Haryana. As per said Policy, the project was to be completed within 04 years from the date of approval of building plans or environmental clearance.

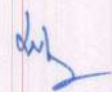
15. The respondent has filed an affidavit of one Pankaj Chaudhary stated to be its authorised representative, in evidence. It is stated on oath by said witness (Pankaj Chaudhary) that the complainant was a wilful defaulter, he deliberately, intentionally and knowingly did not pay instalments in time, as per agreement. The cancellation notice was issued

to the complainant. This witness further stated on oath that BBA was signed and accepted by the complainant, which contained an Arbitration Clause.

16. All this is refuted on behalf of the complainant. Trite it to mention here that the onus to prove these facts was upon the respondent. No BBA or copy of same has been put on record, by any of the parties. The respondent failed to adduce any evidence to prove that any BBA was executed between the parties or there was any such clause of arbitration in it. Similarly, no evidence was adduced by the respondent to prove that the allottee/complainant defaulted in making payment or any notice of cancellation of unit was ever served upon him.

17. Admittedly, the respondent allotted unit in question in favour of the complainant after receiving part payment of sale consideration, but what to say of completion of project/unit, the project could not take off, in absence of license, which is stated to have been suspended by the Competent authority.

18. According to Section 18(1) of the Act of 2016, if 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 agreement for sale or, as the case may be, duly completed by the date specified therein: or

(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----- including compensation in the manner, as provided under this Act.

19. In view of above provision, the respondent is liable to pay and the complainant is entitled for compensation.

20. Section 72 of the Act of 2016 prescribes the factors which are to be taken into account by the Adjudicating Officer, while adjudging quantum of compensation and the same are: -

- (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.

21. By receiving amount of sale consideration (in part), the respondent gained unfair advantage, causing consequential loss to the

complainant. Although the complainant has sought sum of Rs.30,000/- per month as compensation, equivalent to monthly rent, till handing over of possession. When the respondent has no licence to complete the project, there is no probability at this time of completion of project by the respondent or to handover its possession. In these circumstances, learned counsel for the complainant requested for compensation including the amount already paid by his client.

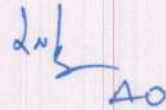
22. The complainant has put on file a screenshot of some real estate website i.e. 99 acre.com to establish that rent of unit/house comprising three bedrooms, three bathrooms and two balconies was Rs.30,000/- per month in a project "Tulip Orange" Sector-70, Gurugram. This screenshot is not a reliable evidence. Even otherwise, it is not of much importance that what was the monthly rent in that area. Even if the complainant failed to adduce a conclusive evidence of amount of loss suffered by him, his case cannot be thrown away for want of evidence in this regard, when he has been found entitled for compensation. This Forum is duty bound to assess amount of compensation, considering facts of case and prevailing circumstances.

23. As per AI overview, residential property prices in Sector-70, Gurugram, experienced strong appreciation from March 2025 (due date of

possession is presumed in March 2025) to April 2026 (present date), driven by high demand for mid-segment and luxury housing near the Southern Peripheral Road. The average prices rose to approximately Rs.12500-Rs.13,200/- per square feet with premium projects showing significant Y-O-Y growth, making the area as a high-return investment. By April 2026, the average property rate in Sector-70 hovered around Rs.12,590-13,200 square feet. The area has seen significant long-term growth, with some reports suggesting a 33.9% price appreciation over the last year (as of early 2025)

24. Even if it is presumed that an amount of Rs.2,29,284/- as paid by the complainant would have appreciated to 33.9% if invested in some other project, the complainant has suffered a loss of similar amount i.e. Rs.77,727/- as loss of appreciation. Same is allowed a sum of Rs.77,800/- (rounded up) on this count + Rs.2,29,284 (already paid) =Rs.3,07,084/-.

25. The complainant has prayed to pay compensation of Rs.10 lakhs towards legal costs. No court fee is required to be paid to the Authority, while filing such complaint. Even then, it is evident that the complainant was represented by a lawyer during proceedings of this case, same are allowed a sum of Rs.50,000/- as litigation expenses.

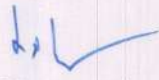
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26. Learned counsel for the complainant further requested for awarding compensation for physical harassment and mental agony to his client. Apparently, when the complainant paid part of sale consideration, but the respondent neither completed the project nor refunded his amount despite knowing that his license was suspended/cancelled by the competent authority, all this apparently caused physical harassment and mental agony to the complainant. Same is allowed a sum of Rs.one lakh for physical harassment and mental agony.

27. The respondent is directed to pay aforesaid amounts of compensation to the complainant along with interest at rate of 10.85% per annum from the date of this order, till realization of amounts.

28. Complaint is thus disposed of. 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.