

Mr. Vaibhav Kumar Bansal vs. M/s Agrante Realty Ltd.

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

**Complaint No.: 6796-2022**

**Date of Decision: 17.04.2026**

Mr. Vaibhav Kumar Bansal, Office No.1, 3<sup>rd</sup> Floor, 301/18, Krishna Mansion, Civil Lines, Gurugram.

**..... Complainant.**

**Versus**

M/s Agrante Realty Ltd., resident of 522,524, DLF Tower-A, Jasola, New Delhi-110020.

**.... Respondent.**

**APPEARANCE**

**For Complainant:**

**Mr. V. K. Bansal, Advocate**

**For Respondent:**

**None (Respondents exparte vide order dated 03.04.2023).**

**ORDER:**

This is a complaint, filed by Mr. Vaibhav Kumar Bansal (allottee), under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s Agrante Realty Ltd. (promoter).

2. Brief facts of the complainant's case are that on 02.01.2019, he booked a flat in an Affordable Group Housing Colony to be developed

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by the respondent in the name and style of 'Kavyam Phase-1', Sector-108, Dharampur, Gurugram. Booking amount of Rs. 1,05,758/- was paid by him to the respondent through cheque bearing no. 027944 dated 30.12.2018.

3. That on 28.03.2019, an agent of the respondent made a visit to him (complainant) and asked him to sign an erroneous consent letter/No-Objection Certificate for an unlawful extension and alteration of Project Plan, which was not at all acceptable to the complainant. Subsequent to the above refusal, he (complainant) intimated the respondent that he is no more interested to continue with their project, due to their conduct of seeking consent unlawfully and sought refund of the amount paid by him, but the respondent Company refused to refund the amount.

4. That on 14.06.2019, he (complainant) filed a complaint before the Authority bearing No. RERA-GRG-2389/2019 against the respondent company for refund of the amount paid by him, along with interest, compensation and litigation cost & expenses. Said complaint was later transferred to this court (Adjudicating Officer) and was again transferred back to the Authority in terms of the verdict passed by Hon'ble Supreme Court in the case of 'Newtech Promoter Pvt. Ltd. Vs State of UP & Ors.'

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5. That on 24.06.2019, a draw took place and consequently a residential flat bearing No. 1004 in Tower 'A5' was allotted to the complainant. The same was intimated to him (complainant) vide email dated 02.07.2019. That on 08.07.2019, the complainant informed the respondent about the pendency of abovementioned complaint and again intimated them about surrender of flat, but the respondent did not pay any heed to his request.

6. That on 10.05.2022, the respondent assured before the Authority to refund the amount in terms of the Policy, but the respondent did not refund the amount to the Complainant and violated abovementioned terms of the Policy as well as agreed terms between the parties. The respondent has been utilizing unlawful benefits from the said amount by not refunding the same to the complainant and was either saving or earning interest on the said amount.

7. Contending all this, the complainant has prayed for following reliefs: -

- I. to direct the respondent to compensate the complainant to the tune of Rs.1,00,000/- for the mental agony and harassment caused due to non-payment of advance amount.

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2. to direct the respondent to pay the litigation Cost & expenses amounting to Rs.2,10,000/- (litigation cost for complaint i.e Rs.50,000/-, litigation cost for this complaint i.e., Rs.50,000/-, litigation cost for appeal i.e., Rs.50,000/- and miscellaneous expenses i.e., Rs.60,000/-).
8. The respondent did not opt to contest the claim despite service of notice upon it. It was proceeded ex parte and its defence was struck off, vide order dated 03.04.2023.
9. The complainant filed affidavit, in support of his claim. I have heard learned counsel for complainant as well as perused the record.
10. Even as per complainant, same approached the Authority by filing a complaint seeking refund of the amount and the Authority vide order dated 10.05.2022 directed the respondent to return the amount of the complainant as per Section 5(iii)h of the Policy (Haryana Affordable Housing Policy). The Authority observed that the complainant has surrendered subject unit even before the commencement of the project. Section 5(iii) of the Affordable Housing Policy prescribes for refund of amount after some deductions. In other words, the Authority found fault <sup>with</sup> in the complainant for withdrawing from the project even before the project took off.

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11. In these circumstances, as mentioned above the respondent cannot be faulted for not completing the project in agreed time, when the complainant himself opted to withdraw from the project. No reason to allow any compensation in facts of this case. Complaint in hands is thus dismissed.

12. File be consigned to the record room.

Announced in open court today i.e. on 17.04.2026.

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

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Present: Mr. V. K. Bansal, Advocate for complainant.  
None (Respondent ex parte vide order dated 03.04.2023).

Complaint is disposed of, vide separate order today.

File be consigned to record room.



(Rajender Kumar)  
Adjudicating Officer,  
17.04.2026