

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

Complaint No. :1822 of 2024
Date of Decision: 03.07.2026

Mr. Vinod Kumar Gupta, resident of H.No. 232 Masjid Wali Gali,
Railway Road, Bazaria, Ghaziabad- 201001, U. P.

.....Complainant.

Versus

M/s Ramprastha Promoter & Development Pvt. Ltd. Registered Office
at Plot No. 114, Sector-44, Gurugram, Haryana- 122002.

.....Respondent.

APPEARANCE

For Complainant: Mr. Rohan Khurana, Advocate.
For Respondent: None for respondent.

ORDER

This is a complaint filed by Mr. Vinod Kumar Gupta
(allottee), under section 31 of The Real Estate (Regulation and
Development), Act 2016 (in brief "the Act of 2016) against M/s
Ramprastha Promoter & Development Pvt. Ltd. (promoter).

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2. The brief facts of the complainant's case are that on 03.01.2010, he booked a unit in the Group Housing Project "The Edge Tower" being developed by the respondent. He (complainant) was allotted a Unit No. C-801, 8th Floor, Tower/Block-C, admeasuring 1990 sq. ft. in the aforesaid project located in Sector-37D, village Gadauli Kalan, Gurugram, vide allotment letter dated 30.05.2011. A Builder Buyer's Agreement (BBA) was executed between the parties on 20.04.2011. Total sale consideration of the said unit was agreed to be Rs.56,92,650/-. The due date of possession was 31.08.2012.

3. That on 30.05.2011, he (complainant) got a home loan for Rs.24 lakhs along with interest at the rate of 8.25% per annum from State Bank of India for a period of 180 months ending on 25.05.2016 along with monthly EMI of Rs.26,159/-. A Tripartite Agreement was executed between the parties. Till the year 2014, he (complainant) paid total amount of Rs.49,78,157/-.

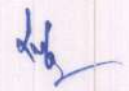
4. That in the year 2017, he (complainant) availed a gold loan of Rs.12,09,653/- from Muthoot Fincorp for his personal use. Meanwhile during the period from 2019-2022, he (complainant) opted for refund of the total amount paid along with interest from the respondent company and filed a complaint (no.1743/2019) before the

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Authority, in which the Authority ordered for refund on 29.10.2022. Thereafter, he(complainant) filed a complaint (No.1359/2023) before the Authority for possession along with interest. The respondent not only failed to adhere to the terms and conditions of BBA but also illegally extracted money from him (complainant) on false promises. The project is delayed for almost a period of more than five years and is not in a position to be completed soon. The respondent has substantially failed to discharge its obligations imposed upon it under the Act of 2016 and rules and regulations made thereunder.

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

- a. to award compensation to the tune of Rs.10,00,000/- for delay in handing over of possession.
- b. to award compensation to the tune of Rs.22,50,000/- towards the rental loss caused to the complainant.
- c. to award compensation to the tune of Rs.24,51,765/- (loan amount+ interest) towards loss caused to the complainant from November 2017 till date.
- d. to award compensation to the tune of Rs.10,00,000/- towards mental and physical agony, mental harassment and mental illness.
- e. to award compensation to the tune of Rs.1,52,000/- towards litigation cost.


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6. The respondent did not opt to contest the claim despite service of notice. The latter (respondent) was proceeded exparte and its defence was struck off, vide order dated 28.05.2024.

7. The complainant filed affidavit, in support of his claim. I have heard learned counsel for complainant and have perused the record.

8. The complainant by filing an affidavit sworn on oath the facts that the same booked a unit in the project namely "The Edge Tower" developed by the respondent. He was allotted unit No.C-801, 8th Floor, Tower/Block-C admeasuring 1990 sq. ft., Sector-37D, village Gadauli Kalan, Gurugram, a Builder Buyer's Agreement was executed between the parties on 20.04.2011, total sale consideration of said unit was agreed to be Rs.56,92,650/-, due date of possession of said unit was 31.08.2012 and that he (complainant) paid total amount of Rs.49,78,157/- and that the respondent failed to complete the unit/project, in agreed time.

9. It is pointed out that the complainant filed a complaint No.1743/2019 before the Authority seeking refund of the amount and the Authority has allowed said complaint. The respondent has been directed to refund amount of Rs.49,78,157/- received by it from the

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complainant, along with interest at the rate of 10.25% per annum from the date of each payment till the actual date of refund of the deposited amount.

10. The Authority while deciding said complaint noted as:

"The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent/promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration."

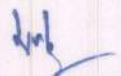
11. The Authority relied upon observation given by the Apex Court in case "Ireo Grace Realtech Pvt. Ltd. vs. Abhishek Khanna & Ors. Civil Appeal No.5785 of 2019, decided on 11.01.2021.

12. Considering the facts mentioned above, it is well established on record that the respondent failed to complete construction of project/unit within agreed time and as noted by the Authority there was delay of 6 years 8 months and 8 days. In such circumstances, as per Section 18(1) of Act of 2016, the complainant is entitled for compensation, along with interest.

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13. The complainant has claimed compensation of Rs.24,51,765/- (loan amount + interest) as loss caused to the same from November 2017 till date. Some documents stated to be balance sheets from Muthoot Fincorp Ltd. have been put on file. According to learned counsel for the complainant, the latter was forced to take loan from said firm against gold. It is further plea of learned counsel that value of residential houses in Gurugram, particularly in Sector-37D, where the unit is situated, have appreciated three times. Learned counsel relied upon screenshots of some Real Estate Website.

14.. It is true that screenshots of Real Estate Website are not conclusive evidence. Even otherwise, same can be taken as an '*offer to invite offer*' which is subject to negotiation. When the complainant has been found entitled for compensation for the reasons mentioned above, his case cannot be thrown away for want of reliable evidence on amount of compensation. This Forum is obliged to assess compensation, to be awarded in favour of the complainant keeping in view of the facts and circumstances of the case, as well as Section 72 of the Act of 2016, which prescribes the factors which are to be taken into account by the Adjudicating Officer, while adjudging quantum of compensation. The same are: -


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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.

15. Apparently, when the respondent accepted the amount of sale consideration, but did not fulfil its promise to complete the construction, no OC has been received even till now, the respondent got unfair advantage/gain, causing consequential loss to the complainant/allottee. According to AI overview, residential property rates in Sector-37D, Gurugram experienced an estimated overall price appreciation of 110% to 130% between 2012 and late 2022. As mentioned above, the Authority has already allowed refund of the amount and that along with interest.

16. Admittedly, the complainant paid Rs.49,78,157/-. If same had invested this amount, in some other similar project, it would have appreciated at least 100% (if not 110% to 130% as opined by Google). Considering all this and also the fact that the complainant/allottee took loan (gold loan) to pay his instalments to the respondent, the same is



allowed a compensation of Rs.49,78,000/- (equal to amount already paid by same).

17. The complainant has prayed for compensation of Rs.10 lakhs for delay in handing over of possession. The jurisdiction to allow delay possession compensation is with the Authority and not with the Adjudicating Officer.

18. The complainant has again sought compensation of Rs.22,50,000/- towards the rental loss caused to him. When the complainant has already been allowed compensation for loss of appreciation in value of property, I do not think it proper to award compensation in the name of rental loss. Request in this regard is declined.

19. The complainant has further sought compensation of Rs.10 lakhs towards mental and physical agony, mental harassment and mental illness. Apparently when the complainant did not get possession of his dream house despite making payment of considerable sale amount, it caused physical and mental harassment to him. An amount of Rs.10 lakhs appears to be excessive. The complainant is allowed a sum of Rs.one lakh on this count.

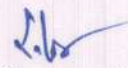
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20. Lastly, the complainant has requested for compensation of Rs. 1,52,000/- towards litigation cost. No court fee is required to be paid to the Authority, while filing such complaint. Even then, it is evident that the complainant was represented by a lawyer during the proceedings of this case, same is allowed a sum of Rs.50,000/- as litigation expenses to be paid by the respondent.

21. The respondent is directed to pay said amounts of compensation along with interest at the rate of 11% per annum from the date of this order, till realization of amount.

22. This complaint stands disposed of accordingly. File be consigned to the record room.

Announced in open court today i.e. **on 03.07.2026.**


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