

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

Complaint No. :2521-2025
Date of Decision: 21.07.2026

Mr. Vivek Kumar Suhasaria, resident of 804, Woodburry Tower Charmwood village Faridabad-121009.

..... Complainant

Versus

M/s Sepset Properties Pvt. Ltd. through its Managing Director and other Directors, Regd. Office: Room No.205, Welcome Plaza, S-551, School Block II, Shakarpur, Delhi-110092.

Corporate Office: 11th Floor, Paras Twin Towers, Tower-B, Golf Course Road, Sector-54, Gurugram.

..... Respondent

APPEARANCE

For Complainant:

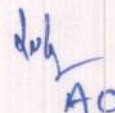
Mr. Gaurav Rawat, Advocate.

For Respondent:

Mr. Dhruv Rohtagi, Advocate.

ORDER

This is a complaint filed by Mr. Vivek Kumar Suhasaria, (allottee) under section 31 of The Real Estate (Regulation and


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Development), Act 2016 (in brief Act of 2016) against M/s Sepset Properties Pvt (promoter).

2. Briefly stated, according to the complainant, on 29.12.2012, on the representations and assurances given by the respondent company, he (complainant) booked a flat/unit bearing No.6, 16th floor, Tower-B, Sector-106 having super area measuring 1665 square ft. in the project "Paras Dews" being developed by the respondent by paying an amount of Rs.7,50,000/-. The respondent sent an allotment letter dated 10.01.2013 to him (complainant). Total sale consideration of the unit was agreed to be Rs.1,01,07,050/-. A Buyer's Agreement was executed between the parties on 18.04.2013. Due date of possession was 06.09.2017.

3. That the complainant paid Rs.27,03,406/- towards the aforesaid unit. Despite repeated requests by him (complainant), the respondent never allowed him (complainant) to visit the site. He (complainant) also sent various emails to the respondent raising various issues in relation to the said unit, but the respondent failed to provide any satisfactory reply. In this way, the respondent not only cheated and betrayed him (complainant) but also used his hard-earned money for its enjoyment. It (respondent) has not received the completion certificate till date and failed to get the project registered with the Authority.

4. That being aggrieved with the acts of the respondent, he (complainant) filed a complaint no.2206/2023 before the Authority and the Authority vide its order dated 05.09.2024 directed the respondent to refund the entire amount paid along with interest after 10% deductions. However, the said amount was not refunded by the respondent. Hence, having no option, left the complainant filed execution petition (no.6160 of 2024). The respondent failed to complete the project and to obtain completion certificate for unit in time as well as failed to fulfil its obligations.

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

- i. to direct the respondent to provide compensation of Rs.3,00,000/- for continuous harassment of the complainant due to their timely non-compliance of the judgment by the Authority.
- ii. to direct the respondent to give compensation of Rs. 5,00,000/- for taking undue advantage of its dominant position.
- iii. to direct the respondent to provide the rental loss of Rs.40,000/- per month from due date till receipt of the OC on account of non-completion of project timely.
- iv. to direct the respondent to pay compensation of 15% of the total sale price as loss of escalation of cost of the property along with 12% interest.
- v. to direct the respondent to provide compensation of Rs.5,00,000/- along with 11.10% interest for causing finance and mental agony and harassment to the complainants.

- vi. to direct the respondent to provide the compensation of Rs.2,00,000/- towards the legal costs incurred.

6. The respondent contested the complaint by filing a written reply. It is averred that the complaint is barred by limitation. The unit of the complainant was cancelled on 03.01.2019, due to nonpayment, however the present complaint has been filed on 16.05.2025 i.e. after a delay of six years and four months. After 18.09.2013, the complainant has not made any payment to the respondent.

7. That it (respondent) had completed the project and received the occupation certificate on 15.01.2019. The complainant has merely paid 26% of the total sale consideration. The complainant has already been granted refund of amount paid by him. Due to defaults of the complainant, it (respondent) was constrained to cancel the unit of the complainant.

8. Denying all averments, the respondent prayed for dismissal of complaint.

9. 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.

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10. As described above, the complainant approached the Haryana Real Estate Regulatory Authority (in short "the Authority") by filing complaint No.2206 of 2023 seeking refund of entire amount paid by the same along with interest. The complaint has been decided by the Authority vide order dated 05.09.2024. The respondent has been directed to refund the paid-up amount i.e. Rs.27,03,406/- to the complainant after deducting 10% of the sale consideration as earnest money along with interest at the prescribed rate i.e. 11.10% from the date of filing of this complaint i.e. 16.05.2023 till the date of realization of payment. Finding fault in the complainant himself, the Authority noted as:

"Since the complainant has only paid 26% of the total sale price and has failed to make payments according to the agreed payment schedule, yet is seeking a refund of the entire paid-up amount and directions for restraining the respondent from creating third-party rights over the subject, the relief being sought is unreasonable and unjustified. Given the complainant's payment default and the fact that the respondent has already obtained an occupancy certificate for the tower where the unit is located, the Authority cannot accede to the above sought relief."

11. It is abundantly clear from the aforesaid order of the Authority that it was failure on the part of the complainant to make payment of sale

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consideration which constrained the respondent to cancel the unit. In this way, the complainant is not entitled to any relief claimed by him.

12. Complaint is thus dismissed. File be consigned to the record room.

Announced in open court today i.e. on **21.07.2026**.



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

Present: Mr. Gaurav Rawat, Advocate for the complainant.
Mr. Dhruv Rohtagi, Advocate for the respondent.

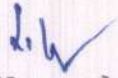
Arguments heard. To come for order on 21.07.2026


(Rajender Kumar)
Adjudicating Officer,
09.07.2026

Present: Mr. Gaurav Rawat, Advocate for the complainant.
Mr. Dhruv Rohtagi, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
21.07.2026