

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

Complaint No.: 507-2023

Date of Decision: 13.07.2026

Krishan Lal Johar HUF, resident of 118, 1st Floor, Edmonton Mall, Hotel Bristol, MG Road, Gurugram.

..... Complainant

Versus

1. Anjali Promoters and Developers Private Ltd.
2. BPTP Limited, through their Managing Director, OT-14, 3rd Floor, Next Door Parklands, Sector-76, Faridabad.
3. Kabul Chawla, Managing Director, Anjali Promoters and Developers Pvt. Ltd., 7, Amrita Shergil Marg, Lodhi Garden, Lodhi Road, New Delhi-110003.
4. Anjali Chawla, Director, Anjali Promoters and Developers Pvt. Ltd. 7, Amrita Shergil Marg, Lodhi Garden, Lodhi Road, New Delhi-110003.
5. Poonam Chawla, Director, Anjali Promoters and Developers Pvt. Ltd. 7, Amrita Shergil Marg, Lodhi Garden, Lodhi Road, New Delhi-110003.
6. Yashpal Singh Antil, Director, Anjali Promoters and Developers Pvt. Ltd. 1705, TP-IV, DDA Flats, Gulabi Bagh, Delhi-110007.
7. Mansoor Ali, Director, Anjali Promoters and Developers Pvt. Ltd. A-9, Ali Apartment, Flat No.6, 3rd Floor, Okhla Vihar, Okhla, New Delhi-110025.

..... Respondents

APPEARANCE

For Complainant:

Ms. Bhavishya Sandhu, Advocate.

For Respondents:

Mr. Venkat Rao, Advocate.

ORDER

This is a complaint filed by Mr. Krishan Lal Johar (allottee) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s Anjali Promoters and Developers Pvt. Ltd and Ors. (promoters).

2. Briefly stated, according to complainant, he booked a unit in an upcoming project "BPTP Centra One" Sector-61, Gurugram being owned by respondent no.1 and marketed by respondent no.2. The possession of the unit was to be delivered in the year 2009. As per the initial discussions with the respondents No.1&2, he (complainant) had expressed for a direct allotment, but the respondents instead of allotting a fresh unit, introduced him (complainant) with one Vikas Yadav and accordingly, the original allotment was transferred/endorsed in his name by way of a transfer, in respect to an office space/unit bearing no.08-808 admeasuring 100 sq. ft. at the rate of Rs.5020/- per sq. ft. for a total sale consideration of Rs.50,20,000/-. An allotment letter dated 17.07.2008 was issued in his favour.

3. That without starting any construction, the respondents continued to send demand letters. After lapse of more than five years, he

(complainant) was asked to sign a "Space Buyers Agreement" (SBA) dated 20.07.2011. He (complainant) visited the site several times, but no construction work was going on. Despite, total sale consideration of Rs.50,20,000/-, the respondents through their letter dated 08.12.2014, illegally demanded an amount of Rs.62,20,311/- as outstanding. He (complainant) sent a reply dated 31.12.2014 stating that the respondents have failed to deliver the possession despite passing of several years and have wrongly raised demands in respect of unit/spaceNo.07-706, which is not allotted to him (complainant).

4. That the respondents sent a termination notice dated 16.02.2015 in respect of unit No.07-706 to him(complainant) which is not related to him. He came to know that the license for the project in question had already expired on 16.12.2013 and the respondents did not take any step for getting the same renewed. He (complainant) has made a total payment of Rs.49,84,159/- to the respondents. The respondents were neither having proper title/ownership of the said project nor valid license/permission/CLU/clearance for the said project. The delay in construction speaks in volumes of respondents' malafide intention to fleece his hard-earned money without fulfilling their part of obligation as per the Space Buyer's Agreement.

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5. That he (complainant) approached the Hon'ble NCDRC, New Delhi vide complaint (no.224 of 2019). Meanwhile, he (complainant) came to know that the project has already been completed and the respondents have already offered possession of his unit and thus, he withdrew the said complaint from NCDRC, New Delhi.

6. Contending all this, complainant has sought following reliefs: -

- i. to direct the respondents to give Rs.3 lakhs as compensation on account of loss of opportunity;
- ii. to direct the respondents to pay compensation of Rs.one lakh per month from the date of claimed offer of possession on account of loss of monthly rental income.
- iii. to direct the respondents to pay compensation Rs.20 lakhs on account of loss of interest.
- iv. to direct the respondents to pay Rs.10 lakhs on account of mental agony and harassment.

7. Respondents contested the claim by filing written reply. The respondents challenged very maintainability of present complaint stating that the complainant had filed another complaint no. 509 of 2023 titled as Krishan Lal Johar HUF vs. Anjali Promoters and Developers Pvt. Ltd. & Ors., which was still pending (at the time of filing written reply).

8. It is further plea of respondents that the relief of compensation is dependent on the ^{binding} ~~holding~~ by the Authority against the termination, which

cannot be solely done by the Adjudicating Officer when the same issue has not yet been determined by the Authority and ~~the~~ complaints in this aspect cannot be filed.

9. That the complainant has no locus standi or cause of action to file the present complaint. The Buyer's Agreement was executed prior to the Act came into force. The unit was provisional/tentative in nature and subject to change and the delay in delivery of the possession was subject to force majeure circumstances. It (respondents) sent an offer of possession dated 07.12.2018 after procuring the Occupation Certificate dated 09.10.2018. That out of total sale price of Rs.71,16,128.62, a sum of Rs.48,84,159/- has been paid by the complainant and stood in default for not making timely payments, not taking possession of the unit, non-execution of the conveyance deed and consequently, the respondents terminated the unit by issuing termination dated 16.02.2015 and after cancellation of the unit, due to the fault of the complainant, it (respondents) were entitled to forfeiture of the non-refundable charges including earnest money. The relationship between the parties was terminated.

10. That the present complaint is barred by limitation as the unit of the complainant was terminated on 29.11.2019. Thereafter, notice of the present complaint was issued on 23.02.2023 after 3 years 2 months and 25

days. It is further averred that name of respondents No.3 to 8 should be deleted from the array of the parties as respondents No.1&2 are the same and respondents No.3 to 8 are unrelated parties and directors of respondent companies, who have no bearing in the present case and no contractual or legal obligation on their part against the complainant. With these submissions, the respondents prayed for dismissal of the complaint.

11. 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.

12. Even if complainant approached NCDRC by filing a complaint but same was withdrawn before it was finally decided. In such a case present complaint was not hit by principle of res-judicata.

13. It is not denied on behalf of complainant that same approached Haryana Real Estate Regulatory Authority (In brief the Authority) by filing ~~other~~ complaint i.e. complaint no. CR/509/2023 as referred by the respondents. Said complaint has been decided by the Authority vide order dated 26.09.2024. Apart from directing respondent to reinstate the cancelled unit no. 706 in favour of complainant and also to hand over physical possession of same, respondent had been directed to pay delayed possession interest to the complainant against the paid-up amount at the

prescribed rate of 11% per annum for every month of delay on the amount paid by the complainant from the due date of possession i.e. 30.06.2012 (including 6 months of grace period) till expiry of 2 months from the date of offer of possession i.e. 17.02.2019. This was a material fact but complainant did not disclose it in his complaint. All this was gross negligence on his part.

14. Through order noted above, the Authority has already allowed the relief of reinstatement of his unit and the delay possession compensation to the complainant.

15. 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.**

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16. It is worth mentioning here that the complainants 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 parliament did not intend to provide compensation other than DPC in case allottee does not intend to withdraw from the project.

17. 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 we 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,

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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."

18. Similar was held by Haryana Real Estate Appellate Tribunal also in case titled as "TATA Housing Development Company Limited vs. Nitin Singhal & Surendra Kumar Singhal, Appeal No.737 of 2023 decided on February 17, 2026.

19. As complainant has already been allowed relief of DPC, same is not entitled for any other compensation. Complaint is thus dismissed.

20. File be consigned to the record room.

Announced in open Court
today i.e. **on 13.07.2026.**



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