

Pankaj Mehra etc. & New Look Builders & Developers Pvt. Ltd.

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

**Complaint No. : 5716-2023**

**Date of Decision: 13.07.2026**

Pankaj Mehra and Puja Mehra, residents of H. No. 458, Sector-5, Gururam  
(Haryana).

**.....Complainants.**

**Versus**

New Look Builders and Developers Pvt. Ltd. (Formerly known as Ansal  
Phalak Infrastructure Pvt. Ltd.) having R/o First Floor, The Great Easter  
Centre 70, Nehru Place behind IFCI Tower, New Delhi-110019.

**.....Respondent.**

**APPEARANCE**

For Complainants: Mr. Sukhbir Yadav, Advocate.  
For Respondent: Mr. Abhinav Kaushik, Advocate.

**ORDER**

This is a complaint filed by Mr. Pankaj Mehra and Ms. Puja  
Mehra (allottees) under Section 31 of The Real Estate (Regulation and  
Development), Act 2016 (in brief Act of 2016), against New Look Builders  
and Developers Pvt. Ltd. (Formerly known as Ansal Phalak Infrastructure  
Pvt. Ltd.) (promoter).

2. According to complainants, they are law-abiding citizens.  
Being allured by the representations of marketing staff of the respondent

*kyb*  
*AO*

and believing on the words of the respondent, on 17.05.2011 they (complainants) booked a residential Floor/apartment along with a basement in the respondent's Project "Sovereign Floors" at Alba, Esencia in Sector-67, Gurugram. It was purchased for a total sale consideration of Rs.88,00,000/-, under construction linked payment plan. In addition, they (complainants) made a payment of Rs.9,02,660/- against the booking amount through cheque no. 054601 dated 16.05.2011 drawn on HSBC Bank. The respondent issued payment receipt for the same on 05.07.2011.

3. That on 17.05.2011, the respondent issued an allotment letter in favour of the complainants. As per said allotment letter, a dwelling Unit bearing no. E-2194 GF on the ground floor with a basement having an area of 2491 sq. ft. on Plot No. 2194 in Block-E was allotted to the complainants and the total cost of the floor was Rs.88,00,000/-.

4. That after a long follow-up, on 04.08.2011, a pre-printed, arbitrary, unilateral Floor Buyer Agreement/Agreement to Sell (FBA/BBA) was executed inter-se the respondent and the complainants. As per clause 5 sub-clause 5.1 of the BBA, the respondent has to give possession of the said unit within 30 months with an extended period of 6 months from the date of execution of BBA or the date of sanction of the building plans, whichever is later. The building plans of the project were

  
AO

approved before the execution of BBA, therefore, the due date of possession from the date of execution of said FBA comes out to be 04.08.2014.

5. That since August 2014, the complainants kept on visiting the office of the respondent as well as the construction site and made several efforts to get possession of the allotted unit, but all in vain. The respondent failed to raise the construction of the Tower/on the Plot in which the unit was allotted to the complainants. The complainants were disappointed as they had paid more than 40% of the total sale consideration and there was no sign of possession, visible to them. The respondent did not comply with the order of the Authority.

6. Contending all this, complainants have prayed for following compensations/reliefs:

- i. to get compensation for loss of opportunity of Rs.1,15,81,362/-;
- ii. to get compensation of Rs.10,00,000/- for causing mental agony;
- iii. to get compensation of Rs.2,00,000/- for travel expenses and loss of work, the complainants had to appear before the Authority (for complaint and execution) for about 20 times on their working days;
- iv. to get the litigation cost of Rs.1,60,000/- (Rs.50,000/- for complaint no.7806 of 2022, Rs.55,000/- for Execution Petition No.4198 of 2023 and Rs.55,000/-for present complaint);
- v. any other relief which this Hon'ble Forum may deem fit.

hnb  
AO

7. The respondent contested the complaint by filing a written reply. It is stated that all the averments made in the complaint under reply may be considered to have been specifically denied and controverted, unless admitted hereinafter. The complainants have deliberately concealed the fact that compensation for delay in handing over the possession has already been granted by the HRERA, Gurugram in form of interest vide its order dated 26.05.2023, passed in complaint no. 7806 of 2022.

8. That it is a settled proposition of law that no one can be penalized twice for same cause of action and any litigation initiated after a relief having already been granted by another court/tribunal of parallel jurisdiction, is not maintainable. This complaint is liable to be dismissed. Hon'ble Supreme Court of India in DLF Homes Panchkula Pvt. Ltd. Versus D. S. Dhanda & Ors. (AIR 2019 SC, 3218) has categorically held that interest awarded to the complainant is to be treated as compensation to the beneficiary deprived of the use of investment made by the complainant.

9. That interest awarded to the complainants by HRERA, Gurugram vide order dated 26.05.2023 was granted to adequately compensate them (complainants) for any loss, mental agony and

  
AO

litigation cost caused to due to any action/omission of the answering respondent before filing the said complaint no. 7806 of 2023.

10. Contending all this, the respondent prayed for dismissal of 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. Factual matrix i.e. allotment of residential floor/apartment No.E-2194, ground floor with a basement measuring 2491 sq. ft. on Plot No.2194, Block-E in the project "Sovereign Floors" at Alba, Esencia, Sector-67, Gurugram for a total sale consideration of Rs.88 lakhs, execution of FBA and again that the respondent was obliged to handover possession of said unit within 30 months from the date of execution of FBA or the date of sanction of building plans, whichever is later, with a grace period of six months, are not disputed on behalf of the respondent.

13. Although the complainants did not disclose this fact in their complaint, during deliberations, it was admitted that the complainants approached the Authority by filing a complaint No.7806 of 2022, which was allowed vide order dated 26.05.2023. The Authority directed the respondent/promoter to refund the entire amount of Rs.38,73,545/- paid by the complainants along with prescribed rate of interest at the

  
AO

rate 10.70% per annum from the date of each payment till the date of refund of the deposited amount.

14. The only contention raised on behalf of the respondent is that when the Authority has already allowed interest in favour of the complainants, same (respondent) cannot be asked to pay compensation. Learned counsel for the respondent relied upon a case titled as Parsvnath Hessa Developers Pvt. Ltd. Vs. Col. Shailendra Singh & Ors. Civil Appeal No.474 of 2020, decided on 04.02.2021 and also Greater Mohali Area Development Authority (GMADA) vs. Anupam Garg & Ors. 2025 INSC 808. Moreover, according to learned counsel, this complaint is hit by principle of resjudicata, when similar complaint has already been decided by the Authority.

15. As discussed above, the earlier complaint filed by the present complainants was with a prayer for direction to the respondent to refund the entire amount paid by them, alleging delay in completion of construction. While through the complaint in hands, the complainants have prayed for compensation alleging breach of terms of agreement. When cause of action/reliefs sought are different in both of these complaints, I am not in consonance with the learned counsel for the respondent alleging that present complaint is barred by principle of resjudicata.

Wb  
AO

16. So far as plea of the respondent that the same cannot be penalized twice, when the complainants have already been allowed interest, is concerned, undisputedly, through order dated 26.05.2023, the Authority has directed the respondent to refund the amount paid by the complainants, although with interest. If the respondent had refunded the amount immediately, the same was not liable to pay interest. In other way, the interest is required to be paid due to failure of the respondent in refunding the amount. Same cannot be an alternative to compensation. The Authorities relied upon by learned counsel for the respondent are thus not of any help to his client.

17. While deciding aforementioned complaint (complaint No.7806 of 2022), it was held by the Authority that "the respondent/promoter had not received Occupation Certificate/ Completion Certificate of the project, where the unit in question was situated and hence, the Authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of their allotted unit and for which they have paid a considerable amount towards the sale consideration."

18. Section 18(1) of the Act of 2016 prescribes that if the promoter fails to complete or is unable to give possession of an apartment/plot or building--

  
AO

(a) In accordance with the terms of agreement for sale .....

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----- with interest at such rate as may be prescribed **including compensation in the manner as provided under this Act.**

19. From the facts as discussed above, it is well established that the respondent failed to complete the project in agreed time and the allottees/complainants wished to withdraw from the project. In this way, apart from refunding the amount to the allottees/complainants, the respondent is liable to pay compensation in the manner as provided under this Act.

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: -

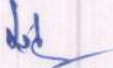
- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;
- (b) the amount of loss caused as a result of the default;
- (c) the repetitive nature of the default;
- (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

  
AO

21. Admittedly, the respondent received considerable amount of sale consideration but failed to deliver the project in agreed time, same received disproportionate gain or unfair advantage, causing consequential loss to the allottees/complainants.

22. The latter<sup>✓</sup> (complainants) have sought compensation of Rs.1,15,81,362/- for loss of opportunity. It is contended by learned counsel representing them (complainants) that his clients have suffered huge loss due to appreciation in price of residential houses in Gurugram, particularly in the area, where the unit in question is situated. The respondent failed to deliver the possession and enjoyed/used money received from his clients i.e. complainants. The project is nowhere near completion even now. According to him, the property rates in that area have increased three folds. Learned counsel has filed copy of collector rates in 2025. If the same are taken as true, collector rates in 2025 for Esencia, Sector-67, Gurugram, Ansal Houses, for residential were Rs.5500/- per sq. yard. These rates appear to be of residential plots while the unit in question is stated to be a floor, in the project of respondent.

23. Further, the rates are of 2025. No evidence is adduced to verify as what were circle rates in area concerned during August 2014 i.e. due date of possession or in May 2023 when the Authority allowed refund of amount. Due date of possession in this case, even as per

  
AO

complainant was 04.08.2014. The Authority while deciding the aforesaid complaint has already ordered on 26.05.2023 to the respondent to refund the amount received by it from the complainants. In this way, said circle rates relied upon by the complainants are not of much help in deciding the quantum of compensation. No other conclusive evidence is adduced on behalf of any of the parties to prove appreciation, if any, in the prices of residential houses. Despite all this, this forum cannot throw away the case of the complainants simply for want of conclusive evidence in this regard. The Adjudicating Officer is obliged to determine the amount of compensation, keeping in view the facts of the case and prevailing circumstances. Assistance can be taken in this regard from any source including artificial intelligence.

24. According to AI overview, residential real estate in Sector-67, Gurugram has witnessed significant price appreciation over the past decade. Between August 2014 and May 2023, the region transformed from a developing suburban area into a premium, highly sought-after commercial and residential hub. In 2014, the average property rates in this emerging sector hovered around Rs.5500/- to Rs.7000.- per sq. ft. depending on the project and developer. While by early 2023, average property prices in the area had surged, generally ranging between Rs.12,500/- and Rs.15,000+ per sq. ft. as the Southern Peripheral Road

dhk  
AO

(SPR) and Golf Course Extension Road developed rapidly. Trend of overall 10 years is assessed as 120% to 130%.

25. Admittedly, the complainants paid Rs.38,73,545/-. If during this period i.e. due date of possession (04.08.2014) up to order of the Authority (26.05.2023), wherein the respondent was directed to refund the amount, the money invested by the complainants can be presumed to have appreciated at least 100%. <sup>(if not 120% to 130% as per A1 overview)</sup> Same suffered a loss of equal amount i.e. Rs.38,73,545/-. The complainants are thus allowed a sum of Rs.38,74,000/-(rounded up) as compensation for loss of appreciation, to be paid by the respondent.

26. The complainants have prayed for a sum of Rs.10 lakhs as compensation for causing mental agony. Apparently when the complainants paid substantial amount of sale consideration, but did not get their dream house, it caused mental agony and harassment to them. Rs.10 lakhs appear to be excessive. The complainants are allowed a sum of Rs.one lakh on this count.

27. The complainants further sought litigation cost of Rs.1,60,000/- (Rs.50,000/- for complaint No.7806 of 2022, Rs.55,000/- for Execution Petition and further Rs.55,000/- for the present complaint). If the complainants wanted litigation cost (in other cases), same could have prayed to the Authority while deciding complaint No.7806 of 2022

and  
AO

or Execution Petition seeking compliance of the aforesaid order. No reason to allow litigation costs by this forum towards the matters not decided by it. The complainants, who are apparently represented by an advocate in this case are allowed litigation cost of Rs.50,000/- in the present case, to be paid by the respondent.

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

29. Complaint is disposed of accordingly. 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 Authority,  
Gurugram.