

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

Complaint No. :1771-2023

Date of Decision: 03.08.2026

1. Udit Sharma son of Mr. Rakesh Sharma,
 2. Rakesh Sharma son of C.R. Sharma,
- both residents of H. No. 17, Street-1, Vijay Nagar, Meerut, Uttar Pradesh-250001.

.....**Complainants**

Versus

Pareena Infrastructure Pvt. Ltd. having its registered office at C7A, IInd Floor, Omaxe City Centre Mall, Sohna Road, Sector-49, Gurugram, Haryana-122101.

.....**Respondent**

APPEARANCE

For Complainants:

Mr. Rakshith Srivastava, Advocate

For Respondent:

Mr. Prashant Sheoran, Advocate.

ORDER

This is a complaint filed by Mr. Udit Sharma (one of allottees), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against Pareena Infrastructure Pvt. Ltd.

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(promoter). On an application filed by Mr. Rakesh Sharma, the latter was also impleaded as co-complainant vide order dated 31.10.2023.

2. Briefly stated, according to complainants, they booked an apartment measuring 1550 sq. ft. in Pareena Coban Residences in February 2013 @ Rs.5035 per sq. ft. (total price Rs.78,04,250/-). It was assured that the project will be ready within 4 years.

3. That the respondent/developer called and asked them (complainants) to sign a Builder Buyer Agreement (BBA) in January 2014, wherein it was discovered by them (complainants) that various new and hidden charges of Rs.22 lacs (approximately), including charges such as PLC, Car Parking, IFMS, EDC/IDC, Club Membership, Power Backup etc. were levied. The final cost of the apartment was stated as Rs.1,00,32,150/-

4. That in the year 2016, they (complainants) asked the respondent/developer to modify the payment plan and the respondent agreed to a new Flexi-payment plan. In return, the respondent asked them (complainants) to pay additional charges of Rs.200 per sq. ft. (total Rs.3,10,000/-) for deferment/modification of the payment plan. In December 2020, the developer/respondent sent them (complainants) a new demand letter, asking for a sum of Rs.21 lacs approx. Despite asking

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about the status of possession, they (complainants) did not get any satisfactory response from the respondent/developer. The respondent did not commit any final date for possession of this project.

5. That till the filing of a complaint no. 909 of 2021 with the Haryana RERA Gurugram, they (complainants) had paid a total sum of Rs.43,72,773/- to the developer. It has been 8 years since they (complainants) booked the flat with respondent and suffered a delay of 3 years in the offer of possession. The respondent did not commit any final date for handing over of the possession. There is no reasonable justification from the developer for this gross delay in the construction of this project.

6. That they (complainants) suspected the conduct of the respondent to be malafide without intention to handover the possession, therefore, they (complainant) filed aforesaid complaint for cancellation of the said flat and for refund of Rs.43,72,773/- along with interest and compensation of Rs.50,00,000/- as well as litigation expenses.

7. That the Haryana RERA Gurugram vide its order dated 13.07.2022 ordered the respondent to refund Rs.43,72,773/- along with interest @ 9.70% p.a. to them (complainants). The Authority observed that

the complainants can recover the compensation and litigation expenses by moving a complaint before the Adjudicating Officer under section 71 of Act of 2016, as it has no jurisdiction to allow said prayer.

8. Citing facts as mentioned above, the complainants have prayed for following reliefs: -

- i. to award compensation towards mental agony, financial harassment, torture suffered by the complainant at the hands of the respondent, to the tune of Rs.50,00,000/-.
- ii. to award compensation towards litigation expenses, to the tune of Rs.50,000/-.

9. The respondent contested claim of complainants by filing a written reply. It is averred that the complaint under reply is not maintainable in the eyes of law. The Authority has already sufficiently compensated the complainants by granting refund in complaint no. 909 of 2021. Now, the complainants have no right to assert same relief again and again. Present complaint is also based on same cause of action, as of the previous complaint for refund of amount.

10. That the complainants paid booking amount of Rs. 7,50,000/- with the Application Form. It was clearly mentioned that the complainants had opted for construction linked payment plan and they had agreed to


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pay the instalments as and when demanded as per the stage of construction. As per modified payment plan, it (respondent) raised a demand of Rs.21,68,450/- on completion of super structure slab vide demand letter dated 20.11.2020.

11. That though the super structure was already completed in year 2018 but said demand was not raised due to the request of complainants. The complainants had requested to defer the payment in year 2018. It (respondent) sent a mail to the complainants in this regard. Since the complainants failed to pay said demand, it (respondent) issued reminder dated 29 Jan-2021, whereby complainants were again requested to pay an amount of Rs.21,57,529/-.

12. That even after receiving said letter, the complainants failed to pay the dues. It (respondent) vide letter dated 22.02.2021 sent a notice to the complainants, granting 15 more days to them for payment and in case of default, their unit was treated as cancelled. Even at that time, the complainants failed to pay. Hence the allotment stands cancelled and the amount stands forfeited as per agreed terms. A cancellation letter was sent to the complainants on 04.08.2021. The present complaint has been filed on 25.02.2021 after receiving notice from it (respondent). The

complainants have tried to defend their lapses and non-compliances on baseless grounds.

13. Stating all this, the respondent prayed for dismissal of complaint.

14. 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.

15. Admittedly, the complainants approached the Authority by filing a complaint No.909 of 2021 seeking direction to the respondent to cancel their flat immediately and to refund the complete amount paid by them till date, along with interest as per RERA rules. The Authority through its order dated 13.07.2022 (copy of which has been put on the file) allowed said complaint and directed the respondent/promoter to refund the entire amount of Rs.43,72,773/- paid by the complainants along with prescribed rate of interest @ 9.50% p.a. from the date of each payment till the actual date of refund of the deposited amount.

16. The Authority noted that the Occupation Certificate/ Completion Certificate of the project, where the unit in question is situated had still not been obtained by the respondent/promoter. It (Authority)

was of the view that the allottees cannot be expected to wait endlessly for taking possession of the allotted unit, for which they had paid considerable amount towards the sale consideration. The Authority referred precedent of the Apex Court given in case titled as Ireo Grace Realtech Pvt. Ltd. vs. Ahishek Khanna & Ors. Civil Appeal No.5785 of 2019, decided on 11.01.2021.

17. The Authority came to the conclusion that the promoter/respondent was responsible for all obligations/responsibilities and functions under the provisions of the Act of 2016 as well as rules and regulations made thereunder and hence, directed the respondent/promoter to refund the amount, along with interest as described above.

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

(a) In accordance with the terms of agreement for sale or, as the case may be, duly completed by the date specified therein: or

(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-----
including compensation in the manner as provided under this Act.

19. When the respondent failed to complete the project and to handover the possession in time, the complainants are thus entitled for refund of their amount as well as compensation.

20. The complainants have prayed for compensation of Rs.50 lakhs towards mental agony, financial harassment and torture, suffered by them at the hands of the respondent.

21. Apparently, when the complainants-allottees paid major amount of sale consideration, but what to say of handing over of possession of subject unit, the respondent failed to complete construction in agreed time. All this apparently caused mental harassment and agony to the allottees (complainants).

22. It is contended by learned counsel for the complainants that in the absence of getting their dream unit, the complainants suffered financial loss. The complainant (Udit Sharma) in his affidavit filed in evidence sworn on oath that non completion of project has caused severe hardship and

irreparable loss to them. During the intervening period, the property prices in the city have risen sharply, which deprived them (complainants) of the opportunity to obtain similar unit in the same cost. According to him, at the time of booking of subject unit, the prevailing circle rates of residential houses in the area were Rs.2400/- per square feet, whereas the circle rates in the year 2024, had increased to Rs.4500/- per square feet, reflecting an approximate rise of 87.5%, in the market value. Escalation in price of their units came to nearly Rs.33 lakhs in total.

23. It is stated further by the complainant (Udit Sharma) in his affidavit that non-completion of project has resulted in a substantial loss of rental income to them. The prevailing market rent for a comparable unit in the said area is approximately Rs.29,000/- per month. On a cumulative basis, the loss of rent to them from the year 2017 till date comes to nearly Rs.28 lakhs. A copy of rent agreement has been put on file as Ex.CW1/B. Similarly copy of circle rates in the area is on record as Ex.CW1/A.

24. However, learned counsel for the respondent expressed his doubt on genuineness of the rent agreement relied upon by the complainants, but he did not dispute prevailing circle rates, as relied upon by the complainants.

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25. If the document (circle rates) relied upon by the complainants is taken as true, these rates in the year 2013-2014 (time, when the unit in question was allotted to the complainants) for the flats in Group Housing Societies and Independent Floors in Licensed Colonies in Sector-68 to 113 (new sectors) were Rs.2400/- per square feet. Needless to say, that the unit in question falls within the area of Sector 99A, Gurugram. Said rates were increased in the year 2024 as Rs.5500/- per square feet in Sectors 99 to 110. All this shows increase of Rs.3100/- per square feet.

26. Undisputedly, the area of unit in question was 1550 square feet. In this way, the prices of similar unit in the same area would have increased to Rs.48,05,000/- (1550 X 3100). As noted by the Authority, total sale consideration agreed between the parties was Rs.98,49,250/-, out of which, the complainants had paid a sum of Rs.43,72,773/- i.e. 44.40%. Taking in same proportion, the complainants can be presumed to have suffered loss due to appreciation in the price amounting to Rs.21,33,276/- (Rs.48,05,000/98,49,250 X 43,72,773) and the same is awarded as compensation to the complainants for loss of appreciation, to be paid by the respondent. At the same time, the respondent is directed to pay Rs. One


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lakh as compensation for mental harassment and agony to the complainants.

27. The complainants further requested for compensation of Rs.50,000/- towards legal costs incurred by them. The complainants were represented by a lawyer during proceedings of this case, same are allowed a sum of Rs.50,000/- as cost of litigation, to be paid by the respondent.

28. The respondent is directed to pay aforesaid amounts of compensation within 30 days of this order, otherwise same has to pay said amount with interest @ 11% p.a. till realisation of amounts.

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

Announced in open court today i.e. **on 03.08.2026.**


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

Present: Mr. Rakshith Srivastava, Advocate for the complainants.
Mr. Prashant Sheoran, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
03.08.2026

Present