

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

Complaint No. 1092-2023

Date of Decision: 05.08.2026

1. Anil Sachdeva, 2. Rita Sachdeva, Rs/o 7/257, Ground Floor, Sunder Vihar, Paschim Vihar, New Delhi- 110087.

Complainants

Versus

M/s Vatika Limited, Registered Office: INXT City Centre, 4th Floor, Tower-A, Sector-83, Gurugram-122002.

Respondent

APPEARANCE

**For Complainants:
For Respondent:**

**Ms. Himani, Advocate
Ms. Ankur Berry, Advocate**

ORDER

This is a complaint, filed by Mr. Anil Sachdeva and Ms. Rita Sachdeva (allottees), under Section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016), against M/s. Vatika Limited (promoter).

2. According to complainants, they are law abiding senior citizens. Believing upon systematic representation of respondent in order to get regular income for their livelihood in their old age, they agreed to

purchase one Creche/play School plot, measuring 0.20 acres from the respondent. An allotment letter was issued by the respondent on 16.05.2015.

3. That respondent promised at the time of making the application/booking that the possession of the Creche-plot would be handed over within three months from the day of remitting the entire sale consideration. Consequently, complainants paid entire sale consideration of Rs.1,09,91,700/- to the respondent on 20.02.2015 itself. For the reasons best known to respondent, who purposely, not only delayed the execution of conveyance deed in favour of the complainants till the period upto 20.11.2020, but handed over the possession of plot as late as 14.09.2020. The respondent was aware of the fact that the time period allowed by DTCP, Haryana for construction of the Creche-plot had already expired on 31.03.2018 as per provisions of Haryana Development and Regulation of Urban Areas Rules, 1976.

4. That due to unfair act of respondent, the possession of the plot-in-question was given after an inordinate delay of 5 years and 4 months. Due to the said act of deficiency in service on the part of respondent, they (complainants) were not able to start the construction on the Creche-plot leading to its non-operation till date. At the most, six

months were enough in order to complete the construction. They (complainants) were deprived of operation the Creche and accrual of income for about 4 and 10 months/ 58 months, for which respondents are squarely liable to compensate the complainants.

5. That they (complainants) in order to get the possession of the said plot, sent reminders to the respondent, time and again but no response was extended by the respondent, which proves its malafide intentions. The respondent not only deceived them (complainants) but used their hard-earned money in order to make unjust pecuniary benefit for itself.

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

- (a) To direct the respondent to pay compensation to the complainants for the losses suffered calculated to the tune of Rs.2,62,500/- per month for a period of 58 months (which has been counted after deducting 6 months as a period for construction from total period of delay of 64 months) which comes to a total sum of Rs.1,52,25,000/- along with interest thereon @ 18% per annum;
- (b) To direct the respondent to pay an amount of Rs.6,00,000/- as extension fee for the said delayed period of three years i.e. from 01.04.2018 to 31.03.2021, deposited by the complainants, without prejudice to their rights, with the Office of DTCP, Haryana on 31.01.2023 vide Receipt Nos.98803161 and 98823686 for Rs.2,00,000/- and Rs.4,00,000/- respectively.

(c) To pass any other relief as it may deem fit.

7. The respondent contested the complaint by filing a written reply. It is averred that the present complaint is not maintainable. It (respondent) had completed the construction of the project timely and offered the possession of the unit to the complainants on 13.09.2017 itself. However, the complainants delayed in taking over their possession of the unit.

8. That pursuant to the offer of possession letter dated 13.09.2017, the complainants visited the project site and inspected their unit on 14.09.2020. Being fully satisfied regarding its completion, with regards to the terms agreed upon in BBA between the parties and also with respect to the measurement, specifications, fittings and fixture they took physical possession of the unit on 14.09.2020. Thereafter the complainants executed a conveyance deed on 20.11.2020.

9. That compensation can only be granted by the Adjudicating Officer when violation has been decided by the Authority. The relief sought by the complainants are beyond the power of Adjudicating Officer. The claim of the complainants is unsubstantiated and should be dismissed.

10. Stating all this, respondent 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 gone through the evidence adduced by the parties.

12. As noted above, according to respondent, present complaint is not maintainable. It is contended by learned counsel for the same (respondent) that the complainant did not approach Haryana Real Estate Regulatory Authority to determine as to whether the promoter has contravened or violated any provision of Act of 2016 or rules or regulations framed thereunder. In such a situation, the adjudicating officer cannot adjudge amount of compensation.

13. Rule 28 (m) of The Haryana Real Estate (Regulation and Development) Rules, 2017 prescribes as -

"If the complaint in form 'CAO' filed before the adjudicating officer for adjudging quantum of compensation, the complaint shall be admissible from the stage of concluding inquiry by the Authority that respondent being promoter has violated or contravened provisions of the Act or the rules or regulations made thereunder warranting liability of the promoter to pay compensation to the allottee under the provisions of the Act or the rules or regulations made thereunder. The Authority may refer the matter to the adjudicating officer for adjudging the quantum of compensation payable to the complainant allottee,

and direct both the parties to appear before the adjudicating officer on the appointed day"

14. It is not denied that the complainant did not approach the Authority and the Authority by conducting any inquiry, never concluded that respondent being promoter has violated or contravened any provisions of this Act or the rules or regulations made thereunder. After giving such a finding, the Authority could have referred the matter to the adjudicating officer for adjudging the quantum of compensation. In the absence of which, this Forum cannot adjudge amount of compensation.

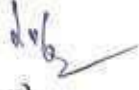
15. The Haryana Real Estate Appellate Tribunal in case⁻¹ titled as "*M/s St. Patricks Realty Private Limited versus Neha Prasad and others*" in Appeals No. 08, 10 to 16 of 2026, held that "*the law requires that the complaint must be filed and processed in accordance with the procedure prescribed under Rules 28 and 29 of The Haryana Real Estate (Regulation and Development) Rules, 2017. In the present case (in appeals mentioned above) the complaint had combined multiple reliefs..... without following the prescribed procedure. Therefore, the complaint could not have been considered by the Adjudicating Officer.*"

AO

16. Due to reason mentioned above, complaint in hands is not maintainable before this forum, without findings of Authority. Same is thus dismissed. Parties are left to bear their own costs.

17. File be consigned to record room.

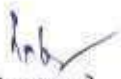
Announced in open court today i.e. on 05.08.2026.


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

Present: Ms. Himani, Advocate for complainants.
Ms. Ankur Berry, Advocate for respondent.

Complaint is disposed of vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
05.08.2026