

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

Complaint No. :5358-2024

Date of Decision: 06.08.2026

Ms. Sujata Verma wife of Vivek Verma, resident of H.No.117, Indramani Nagar, behind Melaground Gola Ka Mandir, Gird Gwalior, Madhya Pradesh-474005, presently residing at H.No.F-602, Cloud-9 Towers, Sector-01, Vaishali Ghaziabad, Uttar Pradesh-201010.

..... Complainant.

Versus

M/s Signature Global Homes Pvt. Ltd. 1309, 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001.

..... Respondent.

APPEARANCE

For Complainant:

Mr. Manish Yadav, Advocate.

For Respondent:

Mr. Venket Rao, Advocate.

ORDER

This is a complaint filed by Ms. Sujata Verma (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016") against M/s Signature Global Homes Pvt. Ltd (promoter).


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2. Briefly stated, according to the complainant, on 30.01.2020, she booked a commercial shop admeasuring carpet area 103.30 sq. ft. (super area 206.62 sq. ft.) and paid Rs.2,10,000/- as booking amount. On 12.02.2020, she was allotted a commercial shop bearing Unit No.SF-05A, 2nd Floor on Plot No.2A admeasuring carpet area 103.30 sq. ft. under the possession link payment plan for sale consideration of Rs.8,679/- per sq. ft. Total sale consideration was agreed at Rs.17,93,255/-. A Builder Buyer Agreement (BBA) was executed between the parties on 23.02.2020. Due date of possession was 12.05.2022.

3. That on 31.03.2020, she (complainant) paid an amount of Rs.4,48,538/- as per demand raised by the respondent. However, it (respondent) failed to handover possession as per terms and conditions of BBA. On 03.09.2022, again she (complainant) paid an amount of Rs.5,64,461/- as per demand raised by the respondent, but the respondent did not start anything for the timely completion of the project and kept on sitting on her (complainant) hard earned money.

4. That she (complainant) wrote emails dated 28.12.2023, 29.12.2023 and 05.03.2024 to the respondent asking status of the booking unit, which were replied by the respondent making false promise of various

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tentative dates of handing over possession of the booked unit. The respondent sent an email intimating about receipt of Occupancy Certificate and also offered to take over the possession of the allotted unit vide letter dated 17.05.2024 and certain demands were also raised. She (complainant) raised protest about the escalation in total sale consideration to the tune of Rs.88,326/- on the name of GST, which was unjustified.

5. That she (complainant) paid Rs.7,48,300/- under protest and requested the respondent to handover the possession of her unit, but it (respondent) failed to do so. Conveyance deed of the allotted unit was got registered on 22.08.2024 and handed over physical possession of the unit on 19.10.2024. The respondent has not compensated her (complainant) for delay in handing over the possession.

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

- i. to direct the respondent to pay for loss of earning/rental loss @ Rs.15,000/- per month total amounting to Rs.4,35,000/- w.e.f. 12.05.2022 up to the date of actual delivery of possession i.e. 19.10.2024 as prevalent in and around the vicinity of the project;
- ii. to direct the respondent to pay compensation of Rs.10 lakhs for mental agony and harassment faced by the complainant at the hands of the respondent;

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- iii. to direct the respondent to pay compensation of Rs.10 lakhs for unjust enrichment by sitting over the hard-earned money of the complainant and illegally causing monetary loss by holding the payment made by the complainant since January 2020;
- iv. to direct the respondent to pay Rs.one lakh for litigation cost and expenses:

7. The respondent contested the complaint by filing a written reply. It is averred that the possession of the unit in question had already been handed over and conveyance deed has also been executed on 22.08.2024. Further, at the time of registration of conveyance deed, the complainant has confirmed that the unit in question is constructed as per the specifications and amenities as mentioned in the agreement.

8. That the complainant had filed a complaint No.5354-2024 before the Authority seeking interest for delay in handing over possession, which was disposed of vide order dated 16.10.2025. With these submissions, the respondent prayed for dismissal of present complaint.

9. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for ^{both} ~~the~~ parties of case and perused the record.

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10. As described above, the complainant approached the Authority seeking delayed possession charges by filing a complaint no.5354 of 2024. Said complaint was allowed by the Authority vide order dated 16.10.2025 and the respondent has been directed to pay interest at the prescribed rate of 10.85% p.a. for every month of delay on the amount paid by the complainant itself from due date of possession i.e. 12.08.2022 till the date of offer of possession i.e. 17.05.2024 plus two months i.e. up to 17.07.2024 or actual handing over of possession.

11. 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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12. It is worth mentioning here that the complainant 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.

13. 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

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of every month till the handing over of the possession. Thus, 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."

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

15. When the complainant has already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow separate compensation for same cause of action i.e. delay in delivering of possession.

16. Complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open Court
today i.e. on **06.08.2026**.


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

Present: Mr. Manish Yadav, Advocate for the complainant.
Mr. Venket Rao, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
06.08.2026