

Abhigyan Srivastava vs. M/s St. Patricks Realty Pvt. Ltd. CR-5624/2025

Date of Order: 07.08.2026

Present: Ms. Sonal Sarda, Advocate for the complainant.
Mr. Venket Rao, Advocate for the respondent.

This is a complaint filed by Abhigyan Srivastava (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016") against M/s St. Patricks Realty Pvt. Ltd.(promoter) seeking following reliefs:-

- a. to direct the respondent under Section 31 read with Sections 11(4) and 14 of the Real Estate (Regulation and Development) Act, 2016, to forthwith construct a concrete and permanent boundary wall of requisite height (which is 12ft according to the advertisement in the Information Docket) and material in front of Block B & Block C in substitution of the existing *jaali* demarcation and to ensure that such boundary wall conforms in specification, material and design to the boundary wall earlier constructed upon persistent representations and repeated interventions by various persons, including the complainant;
- b. to direct the respondent to erect and maintain a boundary wall, accompanied by installation of appropriate green cover in the form of trees in the areas abutting the adjoining village, the existence whereof was concealed, in such manner and of such specifications as to effectively obstruct visibility towards the said village and to prevent any act of trespass into the Project premises from the side of the village, as also to eliminate the possibility of any nuisance, including but not limited to the throwing of objects or commission of similar acts, into the Villas or within the Project;
- c. to direct the respondent under Sections 14(1) and 11(4)(a), to construct and operationalize both 24m roads as well as the 12m service road in Block D and mandate diversion of traffic from internal society lanes onto these roads, ensuring resident safety and privacy;

 AD

- d. to direct the respondent under Sections 14 and 11(4)(a), the full repair and restoration of the internal access road adjoining Block D.
- e. to direct the respondent under Sections 14(1), 14(3), and 11(4)(a), to complete all promised amenities, including but not limited to Club House, horse stables, step garden, rock climbing zone, creche, community centre, vegetable and milk booth in Block C, Organic Farm, Yoga Classes, Health Bar, restaurants, salons, health facilities with dispensary, chemist/pharmacy, pharmacies, nursing home, ATMs, shuttle services to the Metro Station, the commercial unit etc. in strict adherence to the approved layout and promotional representations;
- f. to direct the respondent, under Sections 14 and 11(4)(a), to restore the Aqua Park, Open Gym, Grocery Stores, and Children Park to its originally designated location;
- g. to mandate, under Section 14(3), the permanent and durable rectification of all construction defects and deficiencies in the residential unit/building, with a compliance report to be filed before this Hon'ble Authority;
- h. to direct that, for the proper execution of the relief sought in Prayer 5(I), a mandatory inspection and structural analysis be carried out by an independent third-party real estate construction audit agency, to be nominated by the Complainant, both prior to the commencement of rectification and reconstruction of the damages sustained to the Villas and upon completion thereof, at the cost of the respondent.

Issue directions with respect to compensation and damages:

- a. to award compensation under Section 18(3) read with Section 71 along with interest under Rule 15 of the Rules, for violation of Section 12, arising from false, misleading and deceptive representations in promotional materials, statutory filings, and oral assurances especially the false and void ab initio of the Project being a gated community;

Sub AD

- b. to award damages under Section 18(3) read with Section 71 for violation of Section 14, owing to substandard construction, structural defects, black mold, seepage, and other deficiencies materially affecting habitability and safety.
- c. to award damages under Section 18(3) read with Section 71 for violation of Section 11(4)(e), stemming from the willful failure to facilitate the formation of the Association of Allottees, enabling unilateral and arbitrary decision-making by the respondent.
- d. to award compensation under Section 18(3) read with Section 71 for violation of Sections 11 and 14, by supplying unsafe and non-potable water in breach of the undertaking given in Form REP-I, thereby causing continuous hardship.
- e. to award compensation under Section 18(3) read with Section 71 for misrepresentation of Block-F being one of the Villa-exclusive blocks duping the Complainant herein to pay a higher price for getting Villa the particular block.
- f. to award costs for the expenses incurred by the complainant in rectification of material defects on their own along with losses caused because of such defects and rectification work.
- g. to award interest on all amounts paid by the complainant, under Section 18(3), calculated from the date of possession until complete rectification of all breaches and delivery of promised amenities.
- h. to award full litigation costs, together with additional compensation for mental agony harassment, targeted retributory behaviour, and loss of enjoyment of property directly attributable to the respondents' deliberate, persistent, and bad-faith conduct.
- i. to direct an inquiry under Section 35(1) of the Act into the affairs of the respondent as well as into the conduct of its Key Managerial Personnel, and further be pleased to pass appropriate orders, including suspension of their activities in respect of the complainant and the Project or restriction of such individuals, so as to prevent them from adopting coercive,

Sub
AO

intimidating, or retaliatory measures calculated to deter or harass the complainant in the prosecution of the present complaint.

2. On 19.12.2025, the respondent filed an application with a prayer to dismiss the complaint alleging that the same was not maintainable. Request was declined by this forum observing that all of issues including preliminary issue about maintainability of complaint will be decided together. Feeling aggrieved by the said order, the respondent filed an appeal before The Haryana Real Estate Appellate Tribunal. The Tribunal admitted said appeal and decided the same vide order dated July 01,2026. A copy of this order has been put on the file.

3. Accepting contentions raised by the appellant/respondent, the Tribunal observed as:-

"9. Perusal of record shows that the reliefs claimed by the allottees include directions for construction of a boundary wall and development of a 24-meter road etc. Such directions pertain to development and completion of the project, which fall within the domain of the Authority and not the Adjudicating Officer. The Adjudicating Officer is vested with limited jurisdiction, primarily to adjudicate compensation under specific provisions of the Act. Therefore, such reliefs could not have been directly considered by the Adjudicating Officer.

10. Even with regard to the claim of compensation on account of alleged structural defects, the law requires that the complaint

Ad
AO

must be filed and processed in accordance with the procedure prescribed under Rules 28 and 29 of the Haryana RERA Rules, 2017. In the present case, the complaint combines multiple reliefs relating both to development works and compensation without following the prescribed procedure. Therefore, the complaints could not have been considered by the Adjudicating Officer."

4. The Tribunal opined that this forum (Adjudicating Officer) had exercised jurisdiction by admitting the complaint which was not vested in him (Adjudicating Officer) by law. Rule 28(2)(m) of The Haryana Real Estate (Regulation and Development) Rules, 2017 has mentioned the procedure for filing a complaint before the Adjudicating Officer. The relevant portion of same is reproduced here as under: -

"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. The quantum of compensation payable to the complainant may be

lb
AO

expressed by the adjudicating officer in the form of lump sum amount or in the form of percentage of interest on the amount paid by the complainant to the respondent promoter (compensation expressed in terms of interest i.e. compensatory interest)."

5. Admittedly, the complainant did not approach the Authority seeking enquiry against the respondent and the Authority has not referred this matter to the undersigned for adjudging quantum of compensation. In such a circumstance, present complaint is not maintainable. The same is thus dismissed. File be consigned to record room.

Dated:07.08.2026


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