

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

**Complaint No.: 341 of 2024
Date of Decision: 26.05.2026**

Mr. Rajan Sethi resident of E-2243, Ansal Palam Vihar, Gurugram.

.....**Complainant.**

Versus

Raj Darbar Assets Limited (formerly known as M/s Natural Product Biotech Limited) 303, Global Foyer, Golf Course Road, Sector-43, Gurugram.

.....**Respondent.**

APPEARANCE

For Complainant: Ms. Kanchan Kaur, Advocate.
For Respondent: Respondent exparte vide order dated 11.03.2024.

ORDER

This is a complaint filed by Mr. Rajan Sethi (allottee), under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation and Development) Rules, 2017 against M/s Raj Darbar Assets Limited (promoter/developer).

2. Briefly stated, according to the complainant, he booked a one service studio apartment in the project "Global Foyer" Palam Vihar, Gurugram being run by the respondent. Vide allotment letter dated 17.07.2014, the respondent allotted one studio service apartment bearing number 5A-516 having super area of 695 sq. ft. for a sale consideration of Rs.64,81,776/-. Accordingly, the complainant and the respondent entered into an Apartment Buyers Agreement dated 17.07.2014 in respect to the said unit. The complainant has till date paid a total sum of Rs. Rs.65,09,905/-.

3. That the respondent was obligated to handover possession to the complainant within 36 months from the date of execution of Apartment Buyers' Agreement but it (respondent) has miserably failed in delivering the possession of the apartment on the due date. The respondent offered possession vide letter dated 22.03.2019. He (complainant) surrendered his car parking at time of offer of possession.

4. That he (complainant) visited the project site several times till 05.01.2024, but ^{his} the (complainant's) ^{is} apartment was not found ready for habitation and its workmanship was found poor.

The respondent being a developer is responsible for workmanship and structural defects liability for five years. It has also been noticed by the complainant that the respondent was changing the layout of the project without taking his requisite consent. The complainant requested the respondent to refund the amount paid by him as it failed to rectify the defects, but it (respondent) neither refunded the money nor rectified the defects.

5. Citing facts as described above, the complainant has sought following reliefs: -

- i. to award Rs.25 lakhs as compensation for the mental agony and harassment.
- ii. to award litigation expenses of Rs. One lakh in favour of the complainant and against the respondent

6. The respondent did not opt to contest the claim despite service of notice upon it. It was proceeded ex parte and its defence was struck off, vide order dated 11.03.2024.

7. The complainant filed affidavit, in support of his claim.

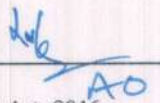
8. I have heard learned counsel for complainant as well as perused the record.

9. According to learned counsel for complainant, due date of possession as per BBA was 17.01.2018 but respondent failed to

AO

deliver possession at agreed time, causing loss to his client i.e. complainant. It is agreed by learned counsel for complainant that his client approached the Authority seeking delay possession compensation for delay of delivery of the possession and that complaint has been allowed by the Authority vide order dated 31.10.2025, copy of which has been put on file. The respondent in that case has been directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% per annum for every month of delay from the due date of possession i.e., 17.01.2018 till actual handing over of possession, apart from some other reliefs.

10. It is contended by learned counsel for the complainant that despite said order of the Authority, it is for the Adjudicating Officer to allow compensation for delay in handing over possession, in view of section 72 of Act of 2016. Learned counsel reminded that this Forum (AO) has jurisdiction to allow compensation in view of Sections 12, 14, 18 and 19 of said Act. Section 18 (3) prescribes for liability of promoter to pay compensation to the allottees, if same (promoter) fails to discharge any other obligation imposed on him under this Act or the rules or regulations made thereunder or in



accordance with the terms and conditions of the agreement for sale. Learned counsel claims that respondent (promoter) failed to discharge its obligation of handing over possession, in agreed time as per terms and conditions of BBA and hence, liable to pay compensation.

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.**

12. It is worth mentioning here that 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 were 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 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. When 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. Complaint in hands is thus dismissed.

15. File be consigned to record room.


Announced in open court today i.e. on 26.05.2026.

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

Present: Ms. Kanchan Kaur, Advocate for complainant.
Respondent ex parte vide order dated 11.03.2024.

Due to overwork, order is not ready.


To come for order on 26.05.2026.


(Rajender Kumar)
Adjudicating Officer,
30.04.2026

Present: Ms. Kanchan Kaur, Advocate for complainant.
Respondent exparte vide order dated 11.03.2024.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
26.05.2026