

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

Complaint No.: 3043 of 2025

Date of Decision: 19.05.2026

1. Mr. Tejinder Gupta son of Madan Lal Gupta
 2. Ms. Sarika Gupta wife of Mr. Tejinder Gupta,
- both residents of B-1085, Krisumi Waterfall Residencies CPR Road, on CPR Expressway, Sector-36A, Narsingpura, P.O. Khandsa, Gurugram.

..... Complainants.

Versus

1. M/s Krisumi Corporation Private Ltd. Office at Unit-02,11th Floor, Emaar Capital Tower-2, MG Road, Sector-26, DLF QE, Gurugram.
2. Mr. Akash Khurana, MD, C-241 Ground Floor, Safdarjang Development Area, New Delhi.
3. Mr. Yuji Kato (W-TD) 8-6-15 Seijo Setagaya Tokyo Japan-1570066.

.....Respondents.

APPEARANCE

For Complainants: Ms. Priyanka Aggarwal, Advocate.

For Respondents: Mr. Aditya Pandey, Advocate.

ORDER

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This is a complaint filed by Mr. Tejinder Gupta and Ms. Sarika Gupta (allottees), under section 31 read with Section 71 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s Krisumi Corporation Pvt. Ltd. and Ors. (promoters/developers).

2. Briefly stated, according to the complainants, on 28.01.2022 believing in the representation and advertisements of the respondents, they (complainants) booked an apartment on booking amount of Rs.5 lakhs. On 26.02.2022, they (complainants) were allotted an apartment bearing No. B-1805, admeasuring Carpet Area 1033.96 sq. ft. vide allotment letter dated 26.02.2022. A Builder Buyer's Agreement (BBA) dated 08.03.2022 was executed between the parties. Total sale consideration of the unit was agreed to be Rs.1,87,48,000/-. Later on, on 21.04.2022, a Tripartite Agreement was executed among them (complainants), Housing Development Finance Corporation Pvt. Ltd. and Krisumi Corporation Pvt. Ltd. (respondents).

3. That they (complainants) took a home loan of Rs.1,41,00,000/- from HDFC Bank at the rate of interest 9.20% per annum. Due date of possession was 30.06.2024. However, the

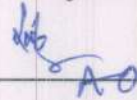
respondents failed to handover possession till this date. Occupancy Certificate was obtained on 12.12.2024. That vide letter dated 17.12.2024, the respondents offered the possession after a delay of six months and demanded a sum of Rs.67,62,945/-. They (complainants) made the due payment as was demanded by the respondents with the offer of possession. Due date of inspection was fixed for 31.01.2025, but the respondents ^{wage} intentionally delaying the inspection on one pretext or the other and finally on 04.02.2025, they (complainants) inspected the unit and found lots of unfinished work. The issues raised by them (complainants) were not resolved. They (complainants) paid 100% of the sale consideration and other charges. Conveyance Deed was executed on 17.04.2025 and they (complainants) shifted on 28.04.2025 but the unit was still ^{not} inhabitable. However, the respondents did not resolve the issues raised by them. Respondent no. 1 is promoter company while respondents no.2&3 are the Directors of same (respondent no.1).

4. Citing facts as described above, the complainants have sought following reliefs: -

- i. to direct the respondents to complete the deficiencies of the complainants' unit, in all aspects along with all the

amenities promised at the time of booking, with proper road access and safety.

- ii. to direct the respondents to pay compensation of Rs.10,00,000/- incurred to the complainants on account of excess premium cost paid.
- iii. To direct the respondents to pay compensation of Rs.16,88,436.34 towards delay in handing over possession, from the due date of possession, i.e., 30.06.2024 calculated up to one year and further monthly interest of Rs.1,73,547.43 per month till the final removal of deficiencies and construction of permanent road access.
- iv. to direct the respondents to pay compensation of Rs.5,65,939.73 towards loss of rent due to the delay in handing over possession.
- v. to direct the respondents to pay compensation of Rs.23,988.89 towards loss of interest in the rental income which has been incurred by the complainants.
- vi. to direct the respondents to provide the compensation of Rs.2,50,000/- towards the legal costs.
- vii. to direct the respondents to pay compensation of Rs.1,00,00,000/- for failing to provide proper road access and sheer deficiency in services.
- viii. to direct the respondents to pay compensation of Rs.50,00,000/- for continuous harassment of the complainants for not handing over the possession and not completing the project on time and offering the possession of an unsafe unit.
- ix. to appoint a Local Commissioner to inspect the project site and report the deficiency in services such as proper road access and incompleteness of the units and all the violations of the provisions of the RE(R&D) Act, 2016, committed by the



respondent and to further access the actual timeline of completion and handover of possession.

- x. to immediately stop the future sale and advertisement of all the projects of the respondents registered with the Authority.
- xi. to immediately suspend the registration of all the projects of the respondents for false and misleading advertising and giving false undertaking.

5. The respondents contested the claim of complainants by filing a joint written reply. It is averred that the present complaint is procedurally defective and liable to be dismissed for non-compliance with the mandatory procedural requirements prescribed under the Act of 2016.

6. That the complainants with a malafide intention have impleaded the Directors of respondent No.1 as respondents No.2&3 whereas there are no specific averments or allegations against them.

7. That the complainants were informed that the agreement for sale (as approved by the Authority) refers to timeline for offer of possession by 30.06.2024. The facts of force majeure events had resulted in a change in the effective timeline agreed under the Agreement for sale to 31.12.2024. The respondents

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issued the offer of possession within ^{the} agreed extended period i.e. on 17.12.2024.

8. That the construction was temporarily halted multiple times between the period October 2022 to December 2024 due to restrictions under the Graded Response Action Plan (GRAP) imposed by the Centre for Air Quality Management in National Capital Region. That since the complainants had availed loan, the possession of the Apartment could have been handed over only after receipt of "No Objection Certificate" from the bank. The complainants had themselves shared said certificate through email dated 23.02.2025 and handed over possession by 24.02.2025. The complainants have executed an Indemnity bond-cum-undertaking dated 24.02.2025 wherein they confirmed that they have no claims, disputes or demands whatsoever against the respondent no.1 in relation to the construction and development of the project. The ground of alleged delay in handing over of the possession of the apartment in question is completely misconceived, factually incorrect and legally untenable.

9. That the construction and completion of the external road infrastructure do not fall within the contractual or statutory

obligations of the respondents. That the complainants are merely investors, seeking to gain undue advantage from the transaction by Prefusing to fulfil their contractual obligations.

10. Contending all this, the respondents have prayed to dismiss the complaint.

11. Both parties filed affidavits in support of their claims. I have heard learned counsels appearing on behalf of both of parties and perused the record on file.

12. At the outset, it is contended by learned counsel for respondents that respondents no. 2 and 3 are directors of respondent no. 1. No relief has been claimed against them. Same are unnecessary parties and impleaded improperly.

13. Even as per complainants, they purchased unit in question from respondent no. 1. BBA was executed with said respondent through its authorized representative and not with respondents no. 2 and 3. Similarly, no relief has been claimed either against respondent no. 2 or 3 separately.

14. Considering all this, I find weight in the submission of learned counsel for respondents alleging that said respondents i.e.


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respondents no. 2 and 3 are unnecessary parties in this case. Complaint against both of said respondents is thus dismissed.

15. Factual matrix i.e. allotment of unit no. B-1805 admeasuring 1033.96 sq. ft. (carpet area), vide allotment letter dated 26.02.2022 for sale consideration of Rs.1,87,48,000/-, execution of BBA dated 08.03.2022 and again due date of possession being 30.06.2024, are not disputed. ^{Further} ~~Again~~, it is not denied that respondent offered possession of subject unit through letter dated 17.12.2024 while actual physical possession was taken on 28.04.2025 after execution of conveyance deed on 17.04.2025.

16. Complainants prayed for direction to respondents to pay compensation of Rs.10 lacs incurred by them on account of excess premium cost paid. No evidence is adduced to prove that any excess amount was paid by the complainants. No reason to allow any such compensation.

17. Complainants have sought compensation for delay in handing over of possession, compensation due to loss of rent for delay in handing over of the possession, compensation for loss of interest in rental income etc. Jurisdiction to allow delay possession compensation (DPC) is with the Authority and not with the

Adjudicating Officer. Considering all this, no such relief can be granted by this Forum resulting from delay in possession. If complainants still feel aggrieved in this regard, same may approach the Authority.

18. Complainants are seeking direction of this forum to appoint a local commissioner to inspect the project site and to report about the deficiency in services. No such application has been filed during proceedings or even during final arguments. No reason to appoint any local commissioner at this stage. It appears that this relief has been included for name-sake only.

19. Complainants have prayed for direction to stop the respondents immediately for future sale and advertisement of all its projects and again to suspend registration of all the projects of the respondents. Again, it is not within the jurisdiction of this Forum to give any such direction. A.O. has power to adjudge compensation in view of section 12, 14, 18 and 19 of the Act and not to stay any sale/advertisement of any project. Prayer in this regard is also declined.

20. During arguments, learned counsel for complainants insisted only on prayer of compensation for not providing

amenities, as agreed between the parties.

It is submitted by her that despite collection of EDC and IDC charges, the respondent did not complete outer roads² for smooth access of allottees including the complainants. She referred several correspondences exchanged between the parties.

21. It is also not denied on behalf of the respondent that outer road has not been constructed. The only plea raised by respondent as described earlier is that to provide External Road infrastructure is not its contractual or statutory obligation. The Government Agencies are obliged to construct the outer road.

22. Admittedly respondent charged EDC (external development charges) and IDC (internal development charges). Even if, it is presumed that external development i.e. construction of outer road etc. was to be done by any Government Agency. There is no evidence on record that respondent actually paid the amounts of IDC collected from buyers including complainants to the Government Agency concerned. Further, even if said work was to be done by the Government Agency, it was responsibility for respondent to get it completed, when IDC charges have already collected by the same. The copies of email like Annexure C/9

mentions about road access issue which had not been resolved despite almost 6 months of the offer of the possession. Receipt of such emails by respondent is not denied. However, in another email dated January 27, 2025 complainants highlighted several deficiencies numbered 42. Through email dated 15.03.2025, the respondent acknowledged concerns of the complainants like internet connectivity and road access. It is not plea of respondent even that external road has been constructed. Although according to learned counsel, all other deficiencies have already been removed.

23. Ingress and outgress to and from project is a basic amenity. It is argued on behalf of complainants that same are facing very difficult particularly in rainy season, in the absence of approach road.

24. To provide access was responsibility of respondent in view of agreement for sale and violation of which entitles the complainants to claim compensation in view of section 18 (3) of the Act of 2016. The complainants are thus entitled for compensation in this regard.

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25. Section 72 of the Act of 2016 provides following factors which are to be taken into account by the Adjudicating Officer, in adjudging quantum of compensation: -

(a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;

(b) the amount of loss caused as a result of the default;

(c) the repetitive nature of the default;

(d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

26. Admittedly, no actual financial loss has been caused to the complainants for non-construction of external road. As observed above, it was a necessary facility/amenity which respondent was obliged to provide. Apparently, great inconvenience has been caused to the complainants for want of connecting road. In the facts and circumstances of the case, I allow a sum of Rs.2,00,000/- to the complainants as compensation in this regard.

27. The complainants have prayed for compensation of Rs.50,00,000/- for continuous harassment. Apparently, when the necessary facility like proper road has not been provided, it caused

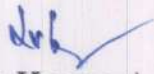
physical and mental harassment to the complainants. Same are allowed a sum of Rs.1,00,000/- as compensation in this regard.

28. The complainants have requested for compensation of Rs.2,50,000/- towards legal costs. No court fee is required to be paid to the Authority while filing a such complaint. Even then, it is apparent that the complainants were represented by a lawyer during the proceedings of this case, same are allowed a sum of Rs.50,000/- as cost of litigation.

28. The complaint is thus disposed of accordingly.

29. File be consigned to the record room.


Announced in open court today i.e. **on 19.05.2026.**


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

Present: Ms. Priyanka Aggarwal, Advocate for complainants.
Mr. Aditya Pandey, Advocate for respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
19.05.2026