

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

Complaint No. :3157 of 2025

Date of Decision: 20.05.2025.

Ms. Sarika Gupta wife of Mr. Tejinder Gupta, resident of B-1085,
Krisumi Waterfall Residencies, CPR Road, on CPR Expressway,
Sector-36A, Narsingpura, P.O. Khandsa, Gurugram.

..... Complainant.

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 Complainant: Ms. Priyanka Aggarwal, Advocate.

For Respondents: Mr. Aditya Pandey, Advocate.


ORDER

This is a complaint filed by Ms. Sarika Gupta (allottee),
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 complainant, on 27.01.2022 believing in the representation and advertisements of the respondents, she (complainant) and her husband Mr. Tejinder Gupta booked an apartment on booking amount of Rs.5 lakhs. On 26.02.2022, they were allotted an apartment bearing No. C-2003, 20th floor, Tower C admeasuring Carpet Area 720.76 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.1,67,98,900/-. Later on, on 19.04.2023, a Tripartite Agreement was executed among her (complainant), her husband Mr. Tejinder Gupta and Housing Development Finance Corporation Pvt. Ltd. and Krisumi Corporation Pvt. Ltd.

3. Although the apartment in question was allotted in the name of complainant and her husband Mr. Tejinder Gupta, but the latter (Mr. Tejinder Gupta) endorsed the same in favour of the complainant only vide Agreement for assignment-cum addendum


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to agreement to sale dated 02.06.2025. The complainant thus became sole owner of the apartment in question.

4. That she (complainant) took a home loan of Rs.70 lakhs from HDFC Bank at the rate of interest 9.15% per annum. Due date of possession was 30.06.2024. However, the respondents failed to do so. 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.60,32,739/-. She (complainant) and her husband being afraid of losing their allotment made the complete payment as was demanded by the respondents with the offer of possession but the respondents did not serve any receipt for the said payment.

5. That the complainant was regularly contacting the respondents to know a fix date of inspection, but the respondents did not get it noticed and did not hand over possession of the unit. She (complainant) and her husband went for site inspection of the unit in question and was disappointed to see that there were several defects, which were communicated to the respondents vide email dated 17.06.2025. However, the respondents did not resolve the issues raised by them. Respondents No.2&3 are the Manging

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and director
Directors of respondent No.1, who are directly involved and responsible for day to day running and management of the respondent no.1.

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

- i. to direct the respondents to complete the deficiencies of the complainant's 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 complainant on account of excess premium cost paid.
- iii. To direct the respondents to pay compensation of Rs.15,00,961.78 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.1,55,536.69 per month till the final removal of deficiencies and construction of permanent road access.
- iv. to direct the respondents to pay compensation of Rs.12 lakhs towards loss of rent due to the delay in handing over possession.
- v. to direct the respondents to pay compensation of Rs.60,826.31 towards loss of interest in the rental income which has been incurred by the complainant.
- 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.

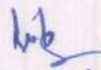
- viii. to direct the respondents to pay compensation of Rs.50,00,000/- for continuous harassment of the complainant for not handing over the possession and not completing the project on time and offering the possession of an unsafe unit.
- ix. to appoint a Local Commissioner to inspect the project site 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.

7. The respondents contested the claim of complainant by filing a joint written reply. It is averred that the present complaint is procedurally defective and liable to be dismissed for non-compliance ^{to} with the mandatory procedural requirements prescribed under the Haryana Real Estate Regulatory Authority, Gurugram (Adjudication of Complaints) Regulations, 2018.

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. The possession of the unit was formally offered to the complainant on 17.12.2024 within the agreed and statutorily prescribed timelines upon receipt of Occupation Certificate by the respondent no.1. The complainant was requested to make the necessary payments as per offer of possession by 17.01.2025. The inspection of the unit was scheduled for 13.06.2025, however the same was rescheduled by the complainant for 19.06.2025. The complainant ~~also~~ visited the apartment on 14.08.2025, however, no deficiencies/snags were pointed out as the apartment was already complete. The complainant has voluntarily failed to take possession of the unit as well as the completion of payment of statutory charges.

9. That the respondent no.1 being a party to the Tripartite Agreement was restricted from handing over the apartment to the complainant before executing a conveyance deed and depositing the same with the bank and seeking necessary clearance/NOC from the bank in respect of the loan taken by the complainant. The change of ownership was shared with the respondents only on 08.05.2025. That it (respondent) vide its email


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dated 17.07.2025 called upon the complainant to take possession as the apartment C-2003 is ready for use and occupation upon completion of requisite formalities, but the complainant has been delaying the same.

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

11. That the entire contractual relationship, if any, of the complainant exists solely with the respondent no.1 and respondent Nos. 2&3 herein have no privity of contract with the complainant, therefore, they are not the necessary parties to the present complaint.

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

13. 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.

14. At the outset, it is contended by learned counsel for respondents that respondents no. 2 & 3 are Directors of respondent

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no. 1. No relief has been claimed against them. Same are unnecessary parties and impleaded improperly.

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

16. Considering all this, I find weight in the submission of learned counsel for respondents alleging that said respondents i.e. respondents no. 2 & 3 are unnecessary parties in this case. Complaint against both of said respondents is thus dismissed.

17. Factual matrix i.e. allotment of unit no. B-2003 admeasuring 720.76 sq. ft. (carpet area), vide allotment letter dated 26.02.2022 for sale consideration of Rs.1,67,98,900/-, 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, but the respondent has not handed over the possession of the unit.

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

19. Complainant has 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 complainant still feels aggrieved in this regard, same may approach the Authority.

20. Complainant is 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.

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21. Complainant has 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. Adjudicating Officer has power to adjudge compensation in view of sections 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.

22. During arguments, learned counsel for complainant 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 roads for smooth access of allottees including the complainant. She referred several correspondences exchanged between the parties.

23. 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.


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24. 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 complainant 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 some emails have been put on the file. Receipt of such emails by respondent is not denied. In her emails, the complainant has highlighted several deficiencies. The respondent acknowledged concerns of the complainant 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.

25. Ingress and outgress to and from project ^{is} are a basic amenity. It is argued on behalf of complainant that she is facing very

difficult particularly in rainy season, in the absence of approach road.

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

27. 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.

28. Admittedly, no actual financial loss has been caused to the complainant 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

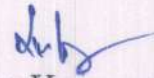
caused to the complainant for want of connecting road. In the facts and circumstances of the case, I allow a sum of Rs.2,00,000/- to the complainant as compensation in this regard.

29. The complainant has 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 complainant. Same is allowed a sum of Rs.1,00,000/- as compensation in this regard.

30. The complainant has 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 complainant was represented by a lawyer during the proceedings of this case, same is allowed a sum of Rs.50,000/- as cost of litigation.

31. The complaint is thus disposed of accordingly. File be consigned to the record room.

Announced in open court today i.e. **on 20.05.2026.**




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

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

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
20.05.2026