

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

Complaint No. 4849-2023

Date of Decision: 26.05.2026

1. Lovkesh Aghi, 2. Ankita Rani Gupta, Rs/o Flat No. E51, Tower E, 5th Floor, Club Residences, AIPL The Peaceful Homes, Sector 70A, Gurugram-122101, Haryana.

....Complainants

Versus

Haamid Real Estates Private Limited and Advance India Projects Limited, R/o AIPL Business Club, Fifth Floor, Golf Course Extension Road, Sector-62, Gurugram, 122101, Haryana.

....Respondent

APPEARANCE

**For Complainants:
For Respondent:**

**Mr. Garv Malhotra, Advocate.
Ms. Tanya, Advocate.**

ORDER

1. This is a complaint filed by Mr. Lovkesh Aghi and Ms. Ankita Rani Gupta (allottees), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against Haamid Real Estates Private Limited and Advance India Projects Limited (promoter).
2. Briefly stated, according to complainants, they are residing in Flat No. E51, Tower E, 5th Floor, Club Residences, AIPL The Peaceful

Homes, Sector 70A, Gurugram-122101, Haryana. They are law-abiding citizens, having complete faith in the judicial system. They (complainants) were looking to buy their first new flat after marriage for self-residence in Gurgaon and contacted Mr. Rajender Gupta (owner ^{to} and ~~seller~~) via 99acres.com on 03.03.2023 to enquire about their above-mentioned property. The possession of the said property was not taken by the owner till that date as he (seller) was looking to sell off the property. The seller had booked this property in Nov'16. Offer of possession was given by the respondent in Oct'20 but actual possession was taken in Mar'23.

3. That they (complainants) finalized the deal with the original owner to buy said property on 10.04.2023 but seller took the possession of the said property from respondent on 18.03.2023 and executed the Conveyance Deed in the seller's name on 24.04.2023 vide Conveyance Deed No. 1205, to further sell the property to them (complainants) as property transfer won't possible due to possession took over already in Mar'23. They (complainants) also executed the Sale Deed in their name on 07.06.2023 vide Sale Deed No. 3572. They took Home Loan of Rs.75,00,000/- from Axis Bank, being salaried people and regular taxpayers, they did not have enough funds. They (complainants) finally shifted in the above-mentioned property on 03.07.2023, after fit outs.

4. That they (complainants) after shifting in the above-mentioned property, found ~~out~~ [&] that there are some construction/structure defects in the property such as workmanship/quality in the material used by the builder in both rooms wooden flooring, main wooden door, kitchen sink slab, few cracks in marble flooring in hall and full of scratches on the glass slider door. After finding the same, they (complainant) sent an email to respondent on its official email ID regarding wooden flooring issue on 16.07.2023 as this is the most critical issue in day-to-day activities.

5. That they (complainants) tried to contact the builder via customer care number, email ID and enquired from neighbors regarding the concerned SPOC of builder, who can rectify all the issues in the property. They (complainants) have already raised this issue with the respondents and their authorized representative (Rakesh Jaiswal and Jagat Sharma) multiple times over email, but neither anyone gave reply nor any action was taken to rectify the issues.

6. That now almost 90 days have passed since complainants first raised the complaint to respondent and getting harassed for their property, which was bought by them (complainants) in June'23 only and possession for the same was taken in Mar'23 from the respondent. Within 4 months of possession being taken from the respondent, property gets

damaged/defective and the respondent does not respond or acknowledged to any of the issues highlighted several times.

7. That besides the above complaint, there is a mis commitment by respondent regarding the route map shown on their official website. They have represented 2 roads towards to Sec 70 from society, but one side road is disconnected as this was someone's private property between the road and road is blocked now.

8. Citing the facts as mentioned above, the complainants prayed for following reliefs: -

- i. Respondent will do all the rectifications with the quality material and workmanship within 15 days and additional compensation of Rs.10 lakhs for the cheating;
- ii. Total delay of 3 months is Rs.1,32,000/- approx.;
- iii. To pay Rs.22,00,000/- to the complainant and they will do all rectifications on their own and additional compensation of Rs.10 lakhs for the cheating
- iv. To pass any other order/relief as it may deem fit.

9. The respondents contested the complaint by filing a written reply. It is averred that all the averments, submissions and contentions made by the complainants in the complaint are denied unless specifically admitted. The respondents do not accept the alleged facts, grounds, or reliefs sought etc. and deny all and every contention/submission etc. made by the complainants.

Handwritten signature
A.O

10. That there is no privity of contract between the complainants and the respondent. The BBA dated 19.04.2017 was executed between original allottee Mr. Rajendra Prasad Gupta and the respondent. Mr. Rajendra Prasad Gupta was offered possession of the Unit on 06.08.2020, however, he took the possession on 31.03.2023. The Conveyance Deed dated 24.04.2023 was executed with Mr. Rajendra Prasad Gupta and the respondent.

11. That upon execution of conveyance deed, the absolute and complete title in the Unit was transferred to Mr. Rajendra Prasad Gupta, upon which, all the rights and obligations of the respondent have ended. After the end of relationship between the respondent and Mr. Rajendra Prasad Gupta, ^{the} complainants bought the Unit from Mr. Rajendra Prasad Gupta. Present complaint is not maintainable for reasons stated hereunder and is liable to be dismissed.

12. That no compensation can be granted after the execution of the conveyance deed of the Unit (without prejudice). The compensation can only be granted by the Adjudicating Officer when violation has been decided by the Authority. The claim of the compensation is unsubstantiated and should be dismissed. No relief of rectification or to structural defects can be granted.

dh
AO

13. Stating all this, respondent prayed for dismissal of complaint.

14. Both of the parties filed affidavits in support of their claims.

I have heard learned counsels appearing for both of parties and perused the record.

15. As described above, the respondent challenged very maintainability of present complaint alleging that there was no privity of contract between it (respondent) and the complainants. BBA was executed between the respondent and erstwhile owner/allottee Mr. Rajendra Prasad Gupta. After getting occupation certificate, same (respondent) offered possession of unit to said Mr. Rajendra Prasad Gupta on 06.08.2020. Although, he did not opt to take possession and actual physical possession was taken by him on 31.03.2023. Complainant purchased unit in question from said Rajendra Prasad Gupta, same had no locus-standi to file present complaint.

16. Learned counsel for respondent relied upon an order passed by the Authority in case complaint no. 4014/2020 dated 23.08.2023 through which, three complaints filed against M/s BPTP Limited and Countrywide Promoter Private Limited, were dismissed by the Authority through a common order. The Authority observed that it was of the view that the allottee became subsequent allottee on 20.07.2018 after

possession of unit was offered to the original allottee. It is pertinent to mention here that the present allottee never suffered any delay and also respondent/builder had neither sent any payment demands to the complainant nor the complainant paid any payment to the respondent. So, keeping in view all the facts, the complainant is not entitled for delay possession charges and other reliefs.

17. Even according to present complainants, sale of unit in question was finalized between them on one side and the respondent on the other on 10.04.2023. Possession of subject unit had already been offered to earlier owner (Mr. Rajendra Prasad Gupta) in Oct. 2020. In this way, the complainants were well aware about the delay having occurred in handing over the possession (if any) and same opted to purchase unit in question not from present respondent, rather from original allottee Mr. Rajendra Prasad Gupta. The complainants cannot be termed as 'aggrieved persons' as defined in Section 31 of Act of 2016, who could file complaint seeking compensation for delay in handing over of possession.

18. Another plea of complainants is that after shifting in unit in question they found that there were some construction/structural defects in the property such as workmanship/quality in the material used by the builder. Wooden flooring of both rooms, main wooden door, kitchen sink

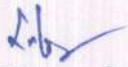
dvb
AO

slab had developed few cracks. No evidence is adduced by the complainants to prove any of these allegations. In this way, complainants failed to prove these allegations.

19. On the reasons as described above, I find no ground to allow any compensation to the complainants. Complaint in hands is thus dismissed.

20. 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: Mr. Garv Malhotra, Advocate for complainants.
Ms. Tanya, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.



(Rajender Kumar)
Adjudicating Officer,
26.05.2026