

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

Complaint No. :6709-2025

Date of Decision: 26.05.2026

Mr. Pawan Kumar, resident of Flat No. B-504, Shri Shyam CGHS, Sector-3 Part-2, Rewari, Haryana.

..... Complainant

Versus

M/s Ocean Seven Build-tech Private Limited, Regd. Office At: 505-506, 5th Floor, Tower B-4, Spaze I-Tech Park, Sector-49, Gurugram.

..... Respondent

APPEARANCE

For Complainant:

Mr. Rajan Kumar Hans, Advocate.

For Respondent:

Mr. Kanishak Taneja, Advocate.

ORDER

This is a complaint, filed by Mr. Pawan Kumar (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s Ocean Seven Build-tech Private Limited (promoter).

2. Briefly stated, according to the complainant, the respondent is a developer/builder and he (complainant) applied for a unit in the project

"Expressway Towers" being developed by the respondent and in the draw of lot held on 19.05.2017, he (complainant) was allotted unit/Flat No. 2204, 22nd Floor, Tower 3 BHK Type-II, Sector-109, Gurugram. On 20.05.2017, the respondent issued an allotment letter for the same. A Builder Buyer Agreement (BBA) was executed on 11.09.2017. Total sale consideration of the unit was agreed to be Rs.26,26,000/-. Due date of possession was 30.05.2022.

3. That the complainant has taken the home loan from India-bulls Housing Finance Limited and a Tripartite Agreement dated 18.02.2018 was executed among the complainant, respondent and India-bulls Housing Finance Limited for a loan amounting to Rs.19,34,683/-, out of which Rs.8,36,998/- was disbursed for which, he (complainant) is paying monthly EMI of Rs.9556/-. Further, on call and demand of the respondent, the complainant had paid the amount of Rs.13,58,815/-. The last demand letter was received on 12.04.2018 and accordingly, the payment was made on 07.06.2018.

4. That the complainant did not receive demand letters from the respondent since 2019 and when he visited the office of the respondent, he (complainant) came to know that his unit was cancelled on the ground of non-payment of dues. The complainant has neither been handed over

possession of the allotted unit nor has he derived any benefit whatsoever from the same.

5. That on 25.08.2022, the complainant filed a complaint (no.5490/2022) before the Authority and the Authority vide its order dated 25.07.2025 directed the respondent to refund the paid-up amount of Rs.13,58,815/- after deduction of Rs.25000/- along with prescribed interest at the rate of Rs.10.90% per annum from the date of cancellation i.e. 23.07.2021 till the actual realization of the amount.

6. Contending all this, complainant has sought following compensations: -

- i. to direct the respondent to pay compensation of Rs.7,43,696/- on account of loss/injury to the complainant.
- ii. to direct the respondent to pay litigation charges to the tune of Rs.1,00,000/-.

7. The respondent contested the complaint by filing a written reply. It is averred that the complainant is a willful defaulter and deliberately, intentionally and knowingly has not paid timely instalments as per the agreement. The present complaint is barred by limitation as it has been filed after a delay of 6 years and 4 months.


AO

8. The suspension of the license and freezing of accounts, starting from February 2023 till date, have created a zero-time scenario for the respondent. Without access to funds, it (respondent) was unable to continue construction activities, which represents a force majeure event without its control.

9. That it (respondent) had completed the project and received the occupation certificate on 15.01.2019. Had the complainant not defaulted, he would have been able to enjoy his unit. The complainant has merely paid 26% of the total sale consideration.

10. Denying all averments in complaint, the respondent prayed for dismissal of it (complaint).

11. 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.

12. None of the facts that complainant was allotted a Unit/Flat No. 2204, 22nd Floor, Tower 3, 2 BHK Type-II, in the project of respondent namely "Expressway Towers", situated in Sector-109, Gurugram, for a total sale consideration of Rs.26,26,000/-, Builder Buyer Agreement (BBA) was executed between the parties on 11.09.2017, due date of possession was agreed as 30.05.2022, out of said total sale consideration, complainant paid

a sum of Rs.13,58,815/-, remain in dispute, during deliberations. As described by the complainant himself, same approached Haryana Real Estate Regulatory Authority, Gurugram (in brief the Authority) through a complaint no. 5490 of 2022. The Authority decided said complaint vide order dated 25.07.2025, copy of which is already on the record. The respondent in that complaint was directed to refund the paid-up amount of Rs.13,58,815/- after deduction of Rs.25000/- as per clause 5 (iii) (i) of the Affordable Housing Policy, 2013. The said project is stated to be governed by Affordable Housing Policy, flouted by the Government of Haryana.

13. While deciding said complaint, the Authority noted as under: -

The complainant has not been able to show as to how the cancellation is void and illegal. When despite issuance of demands as well as reminders followed by public notice, he failed to clear the dues against the allotted unit, then the respondent was left with no alternative but to cancel the same. The cancellation letter has been issued by the respondent on 23.07.2021. On 19.06.2020, the respondent published a list of defaulters for payment in the daily Hindi newspaper Gurgaon Mail and cancelled the unit as per the provisions of the policy and is valid one.

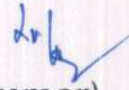
14. None of parties is stated to have challenged said order of the Authority by filing appeal etc. In this way the order has become final. The Authority was of the view that unit allotted to the complainant was cancelled by the respondent as the former (complainant) failed to clear dues against the allotted unit and the respondent was left with no alternative but

to cancel the same. Cancellation letter was issued by the respondent. One such notice was published in the newspaper. In this way, the Authority was of the view that cancellation was done as per law. No fault was found in the respondent in cancellation of the unit allotted in favour of complainant.

15. In circumstances mentioned above, I find no reason to allow any compensation in favour of complainant. Complaint is thus dismissed.

16. File be consigned to the record room.

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


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

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Present: Mr. Rajan Kumar Hans, Advocate for complainant.
Mr. Kanishak Taneja, Advocates for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

He

(Rajender Kumar)
Adjudicating Officer,
26.05.2026