

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

Complaint No. :301-2025

Date of Decision: 09.07.2026

Rajesh Ahuja R/o H. No. 1623, near Dynasty International School, Sector-28, Faridabad, HR (121008).

.... Complainant

Versus

M/s Pareena Infrastructure Pvt. Ltd. having its corporate/registered office at C-7A, 2nd Floor, Omaxe City Centre Mall, Sohna Road, Sector-49, Gurugram, HR-122018, Flat no. 2, Palm Apartment, Plot no. 13-B, Sector-6, Dwarka, New Delhi-110075.

.... Respondent

APPEARANCE

For Complainant:

Mr. Kalyan Singh Bhati, Advocate

For Respondent:

Mr. Prashant Sheoran, Advocate.

ORDER

This is a complaint filed by Mr. Rajesh Ahuja (allottee) under section 31 of The Real Estate (Regulation and Development) Act 2016 (in brief Act of 2016) against M/s Pareena Infrastructure Pvt. Ltd. (promoter).

2. Briefly stated, according to complainant, he booked an apartment with the respondent on 31.03.2014 and deposited an amount of Rs.11,95,019/- for booking a flat in its project, vide Cheques. The respondent avoided the allotment despite receiving the booking amount of Rs.5,00,000/- and further demanded the money for booking which complainant has deposited.

3. That after requests and reminders, the respondent has allotted a residential apartment in the project unit no. 1002, Tower no. 5, 2 BHK, (total area 1245 Sq. Ft. Super Area) at project "MICASA" Sector-68, Gurugram, Haryana. Thereafter an Apartment Buyer's Agreement (ABA) was executed between the respondent and complainant on 24.11.2015. According to para 13 of said agreement, it was settled between the parties that the respondent will hand over possession of the above said Apartment to the complainant within 04 years i.e. 48 months from the date of execution of this ABA. There was also condition that if the developer is not in a position to allot the said flat applied for, the developer, at his sole discretion, shall consider for any alternative property or refund the amount deposited with simple interest @ 9% p.a.

4. That there is concealment of material facts by the respondent. It (respondent) knowingly and deliberately concealed that the booking of

the said flat was done by the complainant on 31st March 2014. This fact is nowhere mentioned in the BBA. The respondent has also concealed this fact in their statement of account (SOA) dated 14.02.2020, which is unlawful act and against the principles of the law.

5. That as per terms in para 37 of BBA dated 24.11.2015, the respondent has failed to deliver the possession of the said flat on time. The respondent is not even obtained the Occupation Certificate of the concerned Tower. Therefore, the complainant is entitled for compensation, litigation expenses and also for mental tension, agony and harassment under section 12, 14, 18 and 19 which is to be decided as per section 71 and the quantum of compensation and litigation expenses will be given as per the factors mentioned in section 72 of Act of 2016.

6. That according to the ABA, the complainant had deposited the instalments with the respondent as per the demand letter w.e.f. 31.03.2014 to 28.12.2019 and paid the total amount of Rs.17,16,952/-. The respondent did not hand over the possession of the above said Apartment to the complainant up to 22.07.2019.

7. That he (complainant) got a loan sanctioned from SBI, RACPL, Sector-16, Faridabad for the balance amount in the month of February 2020 and disbursal was in March 2020 but due to the COVID-19

PANDEMIC, lock down, declared on 25 March 2020, all the sanctioned loans were cancelled and postponed for further due course of action without any fault of the complainant.

8. That he (complainant) many times requested the respondent to handover the possession of the above said Apartment but the respondent always delayed the matter on one pretext or the other and did not handover the possession of the above said Apartment to the complainant till date as the project is not complete yet. The Occupation Certificate has not been obtained by the respondent.

9. That seeing the situation of the flats and having discussion with the commercial manager of the respondent, the complainant through its email cancelled the booking and demanded the refund of Rs.17,16,952/- on 21 September 2022 as the flats at the sight were still in doldrums condition and not completed. There were no chances for the completion and the respondent has also failed to update about the completion of the said flats. On subsequent follow-ups, with the representatives of respondent for refund of the said amount proved futile exercise. The respondent avoided the refund of the complainant on one

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10. That through reliable sources it has come into the notice of the complainant that the respondent has cancelled the booking in the year 2021 itself and has sold/re-allotted the said flat to some other customer. Despite repeated requests, the respondent has neither handed over the possession of the said flat nor returned the amount of Rs.17,16,952/- to the complainant. From abovesaid act and conduct of the respondent, the complainant has suffered irreparable mental tension, agony and harassment as well as financial loss for which the complainant is legally entitled to get compensation from the respondent.

11. Citing facts as mentioned above, the complainant prayed for following compensations/reliefs: -

- i. to provide compensation for the violation of the para no. 37 of BBA dated 24.11.2015, for an amount of Rs.06,84,000/-.
- ii. to direct the respondent to pay litigation charges for an amount of Rs.05,00,000/- for both the complaints (i.e. with HARERA Authority and AO).
- iii. to direct the respondent to pay Rs.05,00,000/- for mental harassment and agony.
- iv. to direct the respondent to honour its commitments and obligations for compensation to the complainant as per the RERA Act and to pay a sum of Rs.5,000/- P.M. as conveyance


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charges from date of filing the complaint till its realization and continue the same, till the disposal of the present complaint.

12. The respondent contested claim of complainant by filing a written reply. It is averred that the present complaint is not maintainable in the eyes of law. The Hon'ble RERA vide its final order dated 28.08.2024 in complaint no. 4732 of 2023 had already acknowledged the fault of present complainant and already stated that respondent is entitled to deduct 10% of the sale consideration being earnest money as per regulation Haryana Real Estate Regulatory Authority (forfeiture of earnest money).

13. That as per final order, Hon'ble Authority validated cancellation of complainant's unit by the respondent and following observations were made-

"On consideration of documents available on record and submissions made by both the parties, the Authority is of the view that on the basis of provisions of allotment, the complainant has paid an amount of Rs.17,16,952/- against the total sale consideration of Rs.83,32,455/- and no payment was made by the complainant after December 2019. The respondent builder has sent several reminders as per the payment plan agreed between the parties, before issuing a pre-cancellation letter dated 26.03.2022 giving last and final opportunity to the complainant to comply with his obligation to make payment of the amount due, but the same having no positive results and ultimately leading to cancellation of unit vide letter dated 30.04.2022..... Section 19 (6) of the Act of

2016 casts an obligation on the allottee to make necessary payments in a timely manner. Hence, cancellation of the unit in view of the terms and conditions of the payment plan annexed with the buyer's agreement dated 24.11.2015 is held to be valid".

14. That the final order of the Authority dated 28.08.2024 was uploaded on 05.09.2024. The Authority directed the respondent "to refund the paid-up amount of Rs.17,16,952/- after deducting 10% of the sale consideration of Rs.83,32,455/- being earnest money along with an interest @ 11.10% (the State Bank of India highest marginal cost of lending rate IMCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of cancellation i.e., 30.04.2022 till its realization".

15. That in compliance of order passed by Authority, respondent made a calculation of total refundable amount and deposited the same in the account of complainant, that too on when the same was requested by the respondent. The complainant himself delayed the matter and delayed in providing details of his bank account, where money is to be deposited. Said amount was ultimately deposited in the account of complainant which was provided by the counsel of complainant himself on 20.11.2024.

Said amount has been duly received by the complainant. After getting complete amount, the complainant left with no right to hold original documents, so respondent requested the complainant to return original documents but the complainant refused to do so. Stating all this, respondent prayed for dismissal of complaint.

16. 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.

17. Admittedly, the complainant approached the Authority by filing a complaint No.4732/2023 and the said complaint was decided by the Authority vide order dated 28.08.2024. The respondent/promoter was directed to refund the paid-up amount of Rs.17,16,952/- after deducting 10% of the sale consideration of Rs.83,32,455/- being earnest money along with an interest @11.10% per annum on the refundable amount, from the date of cancellation i.e. 30.04.2022 till its realization. While deciding the said complaint, the Authority was of the view that the complainant had paid an amount of Rs.17,16,952/- against total sale consideration of Rs.83,32,455/- and no payment was made by the complainant after December 2019. The respondent/builder has sent several reminders as per the payment plan agreed between the parties,

before issuing a pre-cancellation letter dated 26.03.2022 after giving last and final opportunity to the complainant to comply with his obligation to make payment of the amount due. The respondent cancelled the unit vide letter dated 30.04.2022. In this way, the Authority found fault in the complainant and hence, allowed deduction of 10% of sale consideration.

18. In such circumstances, in my opinion, the complainant is not entitled for any compensation in the name of violation of para 37 of the BBA as the Authority did not agree with the plea of said violation. Similarly, when the complainant failed to prove his case, same is not entitled for any litigation charges or any compensation for mental harassment/agony.

19. Complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open Court today i.e. on **09.07.2026**.


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

Present: Mr. Kalyan Singh Bhati, Advocate for the complainant.
Mr. Prashant Sheoran, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
HARERA, Gurugram
09.07.2026