

Sudhanshu Singhal & Anr. Vs. M/s BPTP Limited and Anr.

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

**Complaint No. :5320-2023
Date of Decision: 02.07.2026**

1. Mr. Sudhanshu Singhal,
 2. Mrs. Rajkumari Singhal,
- both residents of H.No. 614, Rajender Nagar Bharatpur,
Rajasthan 321001.

..... **Complainants.**

Versus

1. M/s. BPTP Limited
Office Address: M-11, Middle Circle Connaught Circus, New
Delhi-11001
2. M/s. Countrywide Promoters Pvt Ltd.
Office Address: 28 ECE House, 1st Floor, K.G. Marg, New Delhi-
110001.

..... **Respondents.**

APPEARANCE

**For Complainants:
For Respondents :**

**Ms. Ada Khursheed, Advocate
Mr. Harshit Batra, Advocate**

ORDER

1. This is a complaint filed by Mr. Sudhanshu Singhal and Mrs. Rajkumari Singhal, (allottees) under sections 31 read with section 71 of The Real Estate (Regulation and Development), Act 2016, read with Rule 36 (1) of The Haryana Real Estate (Regulation and Development) Rules, 2017 against M/s. BPTP Limited and Countrywide Promoters Pvt Ltd (promoters).

h/b
AO

2. According to complainants, they approached the respondents for booking of a flat admeasuring 1225 sq. ft in "**BPTP Spacio**" Sector-37D, Gurugram and paid booking amount through cheque No. 640841 dated 12.07.2010. They (complainants) were allotted flat No. L-1704 17th Floor, Towel-L in "**BPTP Spacio**" on 28.10.2010.
3. That with intention to dupe them (complainants), the respondents executed Buyer's Agreement, with a false belief that the project shall be completed in time bound manner. Under the garb of said agreement, the respondents persistently raised demands and extracted huge amount from them (complainants).
4. That the respondents were liable to hand over the possession of a said unit before 15.07.2013 as per clause 3.1 of Buyer's Agreement, but they (respondents) offered possession only on 05.08.2020 and the unit was not in habitable condition.
5. That being aggrieved with the acts of the respondents, the complainants filed a complaint bearing No. 3388 of 2020 before the Authority seeking delay possession charges along with interest on the amount of money paid by them (complainants). The Authority vide order and judgment dated 26.04.2022 directed the respondents to pay delayed possession charges at the rate of 9.30%

p.a. from 05.07.2013 till 05.08.2020. The execution of said judgment is still pending.

6. That total cost of said unit was Rs.55,98,475/-, which has been paid by the complainants in time bound manner. The respondents charged IFMS (Interest free maintenance security) to the tune of Rs.61,250/-. This is a security deposit and builder will get interest on amount, which was illegal. The respondents imposed illegal maintenance charges amounting to Rs.1,44,622.44, interest charges Rs.49,309/- and other charges total amount Rs.2,91,284/-.

7. That the respondents did not adjust the amounts which were extra charged from them (complainants) on basic sale amount to Rs.23,328/- interest on delayed payments, amount Rs.51,561/- STP, EEC amount to Rs.28,594/- and development charges Rs.3,240/-.

8. That they (complainants) had to run from pillar to post, in order to seek justice and even after the Hon'ble Authority vide its order dated 26.04.2022, decided the complaint in favour of complainants and held the respondents liable to pay delayed possession charges, the respondents failed to satisfy said

lvb
AO

order/decreed, causing further mental stress and agony to them (complainants).

9. That the respondents have charged the Preferential Location Charges at the illegally increased super area. The respondents have escalated electrification and STP charges without giving any Audit Report or any other proof to justify such escalation.

10. Citing all this, the complainants have prayed for compensation as follows: -

- i) to direct the respondents to provide compensation of Rs. 50,00,000/- for continuous harassment of the complainant due to their non-compliance of the judgment dated 26.04.2022 of the Hon'ble Authority.
- ii) to direct the respondents to pay compensation of Rs. 10,00,000/- for illegally charging extra EEC, FFC, PBIC & car parking charges in complete defiance of judgment dated 26.04.2022.
- iii) to direct the respondents to provide the total rental loss of Rs. 37,18,356/- that has been incurred by the complainants due to the delay in possession of the unit by the respondents, along with all other facilities, amenities and services as mentioned under the Brochure and Builder Buyer Agreement and assured at the time of booking.
- iv) to direct the respondents to provide the total loss on interest on rent to the tune of Rs. 23,17,722/- that has been incurred to the complainants.
- v) to direct the respondents to refund the Maintenance Charges amount to Rs.1,44,622/- and interest amount to Rs.49,309/- which is illegal charged from the customer.

Sub
Ad

- vi) to direct the respondents to provide compensation of Rs. 50,00,000/- for causing financial and mental agony and harassment to the complainants.
- vii) to direct the respondents to provide the compensation of Rs.5,00,000/- towards the legal costs incurred.
- viii) to impose penalty upon the respondents as per the provisions of Section 61 of the Act for contravention of Sections, 12, 13, 14 and 16 of the Act.
- ix) to conduct an enquiry under section 35 of the Act against the respondents.
- x) to pass such direction, as may be deemed fit, under section 37 & 38 of the Act, towards giving effect to any one or more of the above sought reliefs.

11. Respondents contested the complaint by filing written reply. The respondents denied that the total sales consideration of the unit is Rs.55,98,475/- or that the complainants paid said amount in a time bound manner. According to them, as per the revised statement of account dated 22.08.2022, the total sale consideration of the unit was Rs.55,98,475/- exclusive of the stamp duty charges. It is further averred that the complainants had delayed in remitting the outstanding dues due to which the respondents were forced to send various demands and reminder letters to the complainants.

12. That legality of all these charges has already been adjudicated by the Learned Authority vide its order dated

AO

26.04.2022. The construction of the unit has already been completed and they (respondents) have received the occupation certificate for the same on 30.07.2020. The unit was lawfully offered to the complainants on 05.08.2020.

13. That a hefty amount of Rs. 37,99,127/- has already been provided to the complainants in lieu of the delayed possession charges due to delay in providing the possession of the unit. The amount collected by the respondents was as per the Payment Plan opted by the complainants.

14. That the complainants do not deserve to get any sort of compensation as prayed in the complaint, it deserves to be dismissed with costs.

15. Both of parties filed affidavits in evidence reaffirming their case. I have heard learned counsels appearing for both of parties and perused the record.

16. Factual matrix i.e. allotment of unit/flat No. L-1704, 17th Floor, Tower-L, BPTP Spacio, execution of BBA between the parties and again that possession of said unit has already been handed over to the complainants, after receiving the entire payment of sale consideration are not denied on behalf of the respondents. It is also not in dispute that the complainants


AO

approached Real Estate Regulatory Authority by filing a complaint seeking reliefs including Delay Possession Compensation and that complaint has been decided by the Authority along with some other complaints vide order dated 26.04.2022, copy of said order is on the record. The respondents have been directed to pay interest to the complainants at prescribed rate of 9.30% per annum for every month of delay from the date of admissibility as has been mentioned in column No.8 of table in para 52, till the offer of possession plus 2 months or the date of actual handing over of the possession of the subject flat, whichever is earlier. The Authority has given directions as at what rate, other charges like cost escalation, VAT charges, GST charges, Advance maintenance charges, STP charges, electrification, firefighting and power backup charges can be levied.

17. The complainants have sought compensation of Rs.50 lakhs for continuous harassment due to non-compliance of aforesaid Judgment passed by the Authority and Rs.10 lakhs for illegally charging extra EEC, FFC, PBIC & Car parking charges in defiance of aforesaid order of the Authority.

18. Although according to learned counsel for the respondents, his clients have already complied with said order of

AO

the Authority, even if the respondents failed to comply with that order, the remedy available with the complainants is to file an execution petition of the said order. No such relief can be granted by this forum.

19. The complainants have further requested for rental loss of Rs.37,18,356/- incurred by the same due to delay in possession and Rs.23,17,722/- as loss of interest on rent. As the Authority has already allowed Delay Possession Compensation (DPC), same is stated to be in the form of compensation. In such circumstances, no reason to allow compensation in the name of rental loss or interest on rent. Request in this regard is also declined.

20. The complainants have further sought for refund of maintenance charges amounting to Rs.1,44,622/- and interest amount to Rs.49,309/-allegedly charged from them illegally. By filing an affidavit in evidence, the complainants sworn on oath that the respondents charged IFMS (Interest free maintenance security) to the tune of Rs.61,250/-, this is security deposit and builder will get interest on amount, but no such interest is passed on to them(complainants) which is illegal and arbitrary. Further, that the respondents imposed illegal maintenance charges amounting to

AO

Rs.1,44,622.44, interest charges Rs.49,309/- and other charges, total amounting to Rs.2,91,284/-.

21. Aforesaid fact is not refuted on behalf of the respondents either in the pleadings i.e. in written reply or during arguments. The respondents are stated to have collected huge amount, which is deposited in the bank. Apparently, the respondents may be earning interest on it, but no such amount was credited to the allottees. This is illegal trade practice to earn interest on the amount of security, but not giving benefit to the allottees, from whom such amounts were collected. The respondents are directed to refund the amount of interest received by the same from the bank, on the amount of maintenance security, received from the complainants.

22. Similarly, the respondents were not within their rights to levy maintenance charges before possession is handed over to the allottees/complainants. Same are directed to refund such maintenance charges of the period before possession was handed over.

23. So far as compensation in the name of illegally charging EEC, FFC, PBIC and car parking is concerned, according to learned counsel for the respondents, his clients have refunded the

Sub
AO

amount, in view of order passed by the Authority, referred above. This fact is not denied on behalf of the complainants during arguments. Considering the same, no reason to allow any compensation in this regard.

24. The complainants want compensation of Rs.50 lakhs for causing financial loss and mental agony as well as harassment to them. Learned counsel for them submits that his clients were forced by the respondents to pay maintenance charges etc. before possession was handed over, in the absence of payment, the respondents refused to hand over possession.

25. Apparently, when the promoters i.e. the respondents refused to hand over possession unless such amount of maintenance is paid, which the allottees were not liable to pay, caused mental harassment to allottees/complainants. Rs.50 lakhs appear to be highly excessive. The complainants are allowed a sum of Rs. One lakh for mental agony and harassment.

26. The complainants further requested for compensation of Rs.5,00,000/- towards legal costs incurred by them. No court fee is prescribed by the Authority to file a complaint, even then as the complainants were represented by a lawyer in this case, same are allowed a sum of Rs.50,000/- as cost of litigation.

1/6
AO

27. The complainants are not found entitled for any other relief, apart from mentioned above. The amount of compensation described above, be paid by the respondents to the complainants along with interest at the rate of 11% per annum from the dates, the said amounts were paid by the complainants till realization. Amount of interest on security deposits as received by the respondents be paid or credited to accounts of complainants with interest @11% p.a. from the date received by the same (respondents) till amount is paid/credited to the complainants.

28. Further, learned counsel for the respondents requested that name of respondent No.2(M/s Country Wide Promoters Pvt. Ltd.) be deleted from the array of the respondents as the same is not in existence and transferred all its rights in favour of respondent No.1.

29. This plea is refuted by learned counsel for the complainants. No evidence is adduced by the respondents to prove said fact. Admittedly, BBA was entered between the complainants on one side and both of respondents on the other side. Further, the Authority also directed both of respondents in complaint referred earlier to pay DPC. No reason to dismiss the complaint against

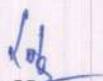
hoby
AO

respondent No.2. Both of respondents are held jointly and severally liable to pay amount of compensation.

30. An application was filed by the respondents with the prayer to dismiss the complaint referring a settlement between the parties. During deliberations, it was pointed out that said agreement was entered between the parties, in relation to order passed by the Authority described above and not about the complaint in hands. Considering all this, no reason to dismiss the complaint, on the basis of any such settlement. This application stands dismissed.

31. Complaint is disposed of accordingly. File be consigned to the record room.

Announced in open court today i.e. on 02.07.2026.


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

Sudhanshu Singhal & Anr. Vs. M/s BPTP Limited and Anr.

Present: Ms. Ada Khursheed, Advocate for complainants.
Mr. Harshit Batra, Advocate for respondents.

Complaint is disposed of vide separate order today.

File be consigned to record room.

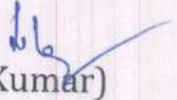

(Rajender Kumar)
Adjudicating Officer,
02.07.2026

Sudhanshu Singhal & Anr. Vs. M/s BPTP Limited and Anr.

Present: Ms. Ada Khursheed, Advocate for complainants.
Ms. Tanya, proxy counsel for respondents.

Due to over work with stenographer, order is not ready.

To come on 02.07.2026 for order.


(Rajender Kumar)
Adjudicating Officer,
15.05.2026.