

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

Complaint No. :5766-2025

Date of Decision: 13.07.2026

Rakesh Sharma son of Desh Ram, resident of 189, Main Chopal Wali Gali, Kangan Heri, Delhi.

..... Complainant

Versus

GLS Infratech Pvt. Ltd. through its Managing Directors and other Director, 707, 7th Floor JMD Pacific Square, Sector-15 Part-II, Gurugram.

..... Respondent

APPEARANCE

For Complainant:

Mr. Nitesh Manchanda, Advocate.

For Respondent:

Mr. Harshit Batra, Advocate.

ORDER

This is a complaint filed by Mr. Rakesh Sharma (allottee) under section 31 read with Section 71 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s GLS Infratech Pvt. Ltd. (promoter).

2. Briefly stated, according to complainant, on 20.06.2015, he booked a residential unit in the respondent's project "Arawali Homes", an Affordable Housing Project, situated at Sector-4, Sohna, Gurugram. Vide allotment letter dated 23.09.2015, he (complainant) was allotted Flat No. T7-508, 5th Floor, Tower-7 for a total sale consideration of Rs.17,63,600/-. A Builder Buyer Agreement (BBA) was executed between the parties on 29.01.2016. Possession of the unit was to be handed over on 12.04.2020, but the respondent failed to handover the unit on the said date.

3. That he (complainant) paid a total sum of Rs.8,97,231/-, out of said amount Rs.8,09,050/- was disbursed by Indiabulls Housing Finance Ltd. from which he had taken a home loan. Thereafter, he repaid the EMIs and paid a total of Rs.11,31,871.85/-. No Due Certificate was issued by Indiabulls Housing Finance Ltd. on 07.04.2022. Despite receiving substantial amount, the respondent failed to complete the construction or offer possession till the due date of possession in 2020.

4. He (complainant) approached the respondent multiple times seeking refund of his invested amount. The respondent sent email dated 10.11.2022, acknowledging total payment of Rs.8,97,231/-, however deducted Rs.6,96,463/- without legal justification. Despite repeated requests, reminders and follow-ups, the respondent has failed and

neglected to refund or adjust said amount. Due to which, he (complainant) filed a complaint (no.7404 of 2022) before the Authority for refund of his own cost and expenses. The Authority vide its order dated 30.11.2023 directed the respondent to refund the paid-up amount of Rs.8,97,231/- after deduction of Rs.25,000/- along with interest @ 10.75% per annum from the date of cancellation of allotment i.e. 05.01.2022 till the actual realization of the amount. The respondent has not acted bonafidely and did not fulfill its contractual as well as statutory obligations, either by handing over timely possession of the allotted unit or by refunding the amount, upon cancellation.

5. Contending all this, complainant has sought following reliefs: -
- i. to direct the respondent to pay Rs.8 lakhs as compensation for unilateral cancellation, unjustified deductions, unjust and illegal retention of funds paid by the complainant.
 - ii. to direct the respondent to pay compensation of Rs.5 lakhs for mental harassment and agony faced by the complainant
 - iii. to direct the respondent to pay compensation Rs.1,50,000/- as litigation costs incurred by the complainant to seek redressal of his rights.
6. The respondent contested the complaint by filing a written reply. It is averred that the delivery of possession was subject to force majeure circumstances. The Occupation Certificate was received on

22.05.2020. It (respondent) made the offer of possession on 10.08.2020. The complainant failed to come forward to take possession of the unit and make payment of outstanding dues, due to which, it(respondent) cancelled his Flat vide cancellation letter dated 05.01.2022.

7. 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.

8. Factual matrix i.e. allotment of Unit/Flat No. T7-508, 5th Floor, Tower-7 in the project "Arawali Homes", Sector-4, Sohna, execution of BBA and also the fact that possession was to be handed over till 12.04.2020 did not remain in dispute. Admittedly, the complainant approached the Authority by filing a complaint No.7404 of 2022 seeking refund of the amount paid by him. The Authority vide order dated 30.11.2023 directed the respondent to refund the paid-up amount of Rs.8,97,231/- after deduction of Rs.25,000/- as per clause 5 (iii)(i) of the Affordable Housing Policy 2013 as amended by the State Government on 05.07.2019, along with interest @ 10.75% per annum from the date of cancellation of allotment i.e. 05.01.2022 till the actual realization of the amount. It is worth mentioning that the aforesaid project was governed by Affordable Housing Policy 2013 floated by Government of Haryana.

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9. The complainant has sought compensation alleging that cancellation of his unit by the respondent was an unilateral act and deductions are unjustified and illegal retention of fund.

10. As stated above, the Authority allowed refund of the amount after deduction of Rs.25,000/-. In its order, the Authority noted as:

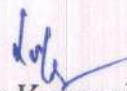
"Accordingly, the respondent /builder issued numerous reminders dated 03.05.2018, 17.05.2018, 19.06.2019, 07.10.2019 and final reminder on 28.12.2020 to the complainant. Thereafter, the respondent company has obtained the occupation certificate on 22.05.2020 and offered possession of the allotted unit on 10.08.2020, but on failure of the complainant to take possession of the allotted unit after payment of the outstanding dues, the respondent was constrained to issue notice for cancellation of unit after publishing a list of defaulters in the daily Hindi newspaper on 05.01.2022. The authority is of the considered view that the respondent /builder has followed the prescribed procedure as per clause 5(iii) (i) of the Policy, 2013 and in view of the same, the cancellation letter dated 05.01.2022 is held to be valid"

11. In this way, the Authority found cancellation letter dated 05.01.2022 issued by the respondent as valid. It is not plea of the complainant even that same challenged this order by filing any appeal etc. In this way, the order has become final now. When the Authority found fault in the complainant himself for not making payment of sale consideration, as per agreement, he is not entitled for any compensation.

12. When unit of the complainant was cancelled due to his own fault, no basis to allow him any compensation in the name of mental harassment or agony. Similarly, no litigation cost can be allowed to the complainant when his unit was cancelled due to his own mistake.

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

Announced in open court today i.e. on 13.07.2026.


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

Present: Mr. Nitesh Manchanda, Advocate for complainant.
Mr. Harshit Batra, counsel for the respondent.

Complaint is disposed of vide separate order today.

File be consigned to record room.



(Rajender Kumar)
Adjudicating Officer,
13.07.2026