

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

Complaint No. 2199-2023

Date of Decision: 10.09.2026

Mr. Sukhvir S/o Sh. Ram Karan, R/o Dhani Mauji, Churu, Rajasthan-
331023.

.....Complainant.

Versus

M/s Apex Build-well Pvt. Ltd. through its Managing
Director/Chairman/Director, Regd. Office at 14A/36, WEA KAROL BAGH,
NEW DELHI-110053 & Corporate Office address: - at 707, 7th Floor, JMD
Pacific Square, Sector-15, Part II, Gurugram, Haryana.

.....Respondent

APPEARANCE

For Complainant: Mr. Mukul Kumar Sanwariya, Advocate.
For Respondent: Mr. Harshit Batra, Advocate.

ORDER

1. This is a complaint filed by Mr. Sukhvir (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s Apex Build-well Pvt. Ltd. (promoter).
2. Briefly stated, according to complainant, he booked a unit/shop bearing no. 39, ground floor in the project of the respondent namely "OUR HOMES/OUR BAZAAR" situated at village Gadauli, Sector

[Signature]
A0

37 C, Tehsil & District Gurugram, Haryana, vide application dated 04.02.2017 and paid the booking amount as demanded by the respondent. The respondent allotted the said commercial shop/unit to the complainant vide allotment letter dated 14th March, 2017.

3. That a Shop Buyer's Agreement has been executed between the parties vide which the respondent agreed to sell and the complainant agreed to purchase the shop allotted to the complainant. It is admeasuring carpet area of approx. 288 sq. ft. and situated on ground floor of the project. Said Shop Buyer's Agreement has also been registered on 14.11.2019 before the Sub Registrar, Kadipur against Reg no. 9334 of Reg Year 2019-2020.

4. That the total basic sale price of the allotted shop was Rs.22,44,927.54/- along with other additional charges. An amount of Rs.27,05,344/- has been paid by the complainant to the respondent against said shop from 2017 to 2020 and nothing is due against the complainant.

5. That the respondent handed over physical possession of the shop allotted to the complainant and issued possession certificate dated 23.12.2020 in favour of the complainant. He (complainant) suffered huge financial losses and was in dire need of money and hence decided to sell

said shop. He (complainant) approached the respondent to know the details, terms and conditions for transfer/sale and to obtain the permission of the respondent for the same in Jan. 2021.

6. That he (complainant) executed the Indemnity Bond in favour of respondent on 22.01.2021 whereby he (complainant) undertook to indemnify the respondent against any loss or damage that they may sustain for transfer of shop. On 10.02.2021 Mr. Shiv Kumar S/o Sh. Girdhari Lal & Ms. Priyanka Sharma W/o Sh. Shiv Kumar Sharma (the assignee) executed the indemnity bond in favour of the respondent whereby the original allottee/assignor and the assignee also undertook to indemnify the respondent against any loss or damage that they may sustain for transfer of shop.

7. That he (complainant) requested the respondent to transfer the shop allotted to him (complainant) in favour of Mr. Shiv Kumar S/o Sh. Girdhari Lal & Ms. Priyanka Sharma W/o Sh. Shiv Kumar Sharma. An NOC has been issued by the complainant wherein the complainant intimated of no objection in transfer of said unit/shop. An agreement to sell/purchase has also been executed between the complainant and Mr. Shiv Kumar S/o Sh. Girdhari Lal & Ms. Priyanka Sharma W/o Sh. Shiv Kumar Sharma.

8. That he (complainant) has completed all the formalities/terms and conditions for transfer of shop in favour of Mr. Shiv Kumar S/o Sh. Girdhari Lal & Ms. Priyanka Sharma W/o Sh. Shiv Kumar Sharma and submitted/executed all the documents/NOC that are required for transfer. However, the respondent was not ready for the said transfer and execution of conveyance deed in favour of Mr. Shiv Kumar S/o Sh. Girdhari Lal & Ms. Priyanka Sharma W/o Sh. Shiv Kumar Sharma. It was only after the complainant filed complaint bearing no. CR/3503/2021 against the respondent and then also the respondent didn't pay any heed to the previous compliances regarding execution of conveyance deed in favour of Mr. Shiv Kumar S/o Sh. Girdhari Lal & Ms. Priyanka Sharma W/o Sh. Shiv Kumar Sharma and conveyance deed dated 05.01.2023 was registered in favour of the complainant only.

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

1. To pass an order and give necessary directions to the respondent to pay interest at the prevailing rate of interest for the period of delay in execution of sale deed w.e.f. from the date of actual payment in favour of the complainant and against the respondent.
2. To pass an order directing the respondent to pay to the complainant Rs.1,83,500/- (Rs.1,57,500/- as stamp duty, Rs.12,500/- as registration charges, Rs.1,500/- on red cross etc. and Rs.12,000/- for Advocate fees for drafting and

processing registration of conveyance deed) along with interest till actual payment as the same cannot be charged or claimed by the complainant from trans-free thereby causing a direct loss of Rs.1,83,500/- to the complainant in favour of the complainant and against the respondents.

3. To pass an order thereby directing the respondent to pay to the complainant Rs.27,05,344/- along with interest till actual payment for causing financial losses, financial/economic crisis, physical and mental harassment caused to the complainant for not executing the conveyance deed timely as the same was executed almost after a delay of 2 years.

4. To direct the respondent to refund the amount collected from the complainant in lieu of interest, penalty for delayed payments under Rule 21(3)(c) of HRERA Rules, 2017.

5. To award/allow costs of these proceedings to the complainant and against the respondents.

6. To pass such order or further order as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the present.

10. The respondent contested the complaint by filing a written reply. The respondent utterly denied and rebutted all the averments made and contentions raised by the complainant in the present complaint claiming the same as fallacious, unfounded, baseless, vexatious and contrary to the facts of the present matter. It is further stated that complainant with malafide intention has conveniently concealed the material facts and made the vital misrepresentations before the

Adjudicating Officer. As such, the complaint filed by the complainant is entirely bereft of merits and the complainant is not entitled to the relief sought.

11. That the complainant took the possession of the unit on 23.12.2020. He (complainant) has already taken the peaceful possession of the unit and the parties have executed the Conveyance Deed on 05.01.2023. It (respondent) has fulfilled all its obligations as per the agreement executed between the parties. The complainant is raising false claim to gain unjust profit from respondent, who, after duly completing the project has offered the possession of the unit to the complainant and has duly executed the conveyance deed.

12. That the complaint is barred by the doctrine of res-judicata. There is no delay in execution of the conveyance deed. The Adjudicating Officer has no jurisdiction to grant refund.

13. Stating all this, respondent prayed for dismissal of the 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. Factual matrix i.e. allotment of shop bearing no. 39, ground

floor in the project developed by the respondent i.e. "OUR HOMES/OUR BAZAAR" situated at village Gadauli, Sector 37 C, Gurugram, for a consideration of Rs.22,44,927.54/- (basic sale price) along with additional charges and also the fact that after payment of entire sale consideration, physical possession of subject shop has been handed over to the complainant, did not remain in dispute during deliberations. The only plea of complainant is that despite making entire sale consideration, the respondent did not execute conveyance deed either in his favour or in favour of his nominee i.e. Mr. Shiv Kumar and Ms. Priyanka Sharma to whom he i.e. complainant had agreed to sell subject shop. He i.e. complainant as well as aforesaid Mr. Shiv Kumar and Ms. Priyanka Sharma requested for conveyance deed in latter's favour. They also executed all the documents i.e. undertaking etc.

16. The fact that complainant made such a request to the respondent and also required undertaking was given by him as well as intending purchaser, is also not denied on behalf of respondent. Learned counsel for latter (respondent) harped on issue that present complaint was not maintainable being barred by principle of res-judicata. The complainant having already approached the Authority by filing a

complaint no. 3503 of 2021 and same was allowed vide order dated 09.09.2022.

17. Admittedly, the complainant paid entire sale consideration as was agreed between him and the respondent. To alienate a property is indispensable right of an owner. The promoter i.e. respondent had no right to restrain the complainant from transferring subject shop, of which he was absolute owner. Admittedly the complainant had made payment of entire sale consideration. To deny such a legal right of an owner is violation of his legal right. Learned counsel for complainant clarifies that the respondent was not ready to execute conveyance deed in favour of his client (Mr. Sukhvir) even. If conveyance deed in favour of complainant would have been executed, the latter (complainant) was free to sell the same but in the absence of conveyance deed, same i.e. complainant was unable to sell it in favour of intending purchaser named above.

18. Section 17 (1) of Act of 2016 casts a duty upon the promoter to execute a registered conveyance deed in favour of allottee along with undivided proportionate title in the common area to the association of the allottee..... within three months from the date of issue of occupancy certificate. Section 18 (3) of the Act makes the promoter liable to pay compensation to the allottee, in case the promoter fails to discharge any

other obligations imposed on him under the Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale. By not executing conveyance deed, despite receiving entire sale consideration, promoter i.e. respondent failed to discharge obligations imposed upon him under the Act of 2016 and hence, liable to compensate the complainant. It is worth mentioning that while deciding complaint no. 3503/2021 filed by present complainant, the Authority has held that it is satisfied that the respondent is in violation of section 11(4)(a), 11(4)(f) of the Act by not executing conveyance deed.....

19. As mentioned above, complainant has prayed compensation in the form of interest at the prevailing rate of interest for the period of delay in execution of sale deed. According to learned counsel for complainant, his client was in dire need of money and hence agreed to sell subject shop but when respondent did not execute conveyance deed, intending purchaser did not pay sale consideration which caused undue hardship to his client and all this deprived him of the use of money, which he needed badly.

20. It is not clear as how much amount (sale consideration) complainant would have received from the subsequent purchaser. It is

clear and is referred by the Authority also in its order that complainant paid a sum of Rs.27,05,344/- to the respondent. Respondent was duty bound to execute conveyance deed within three months of occupancy certificate. Even respondent has disclosed in its written reply that same obtained occupancy certificate on 24.02.2020. In this way, the respondent was obliged to execute conveyance deed up-to 24.05.2020. The respondent further disclosed that same has handed over physical possession of subject shop and executed conveyance deed on 05.01.2023. The respondent is thus directed to pay interest on the amount paid by the complainant i.e. Rs.27,05,344/- at rate 11% per annum from 24.05.2020 till 05.01.2023.

21. The complainant further prayed for compensation of Rs.27,05,344/- along with interest for financial losses, physical and mental harassment. Apparently when complainant was in dire need of money but could not get the same from the intending purchaser as the respondent refused to execute conveyance deed, all this caused mental harassment and agony to the complainant. Same is allowed a sum of Rs.1,00,000/- on this count.

22. Learned counsel for complainant requested for award of legal expenses. It is apparent that complainant was represented by an

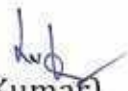
Advocate during proceedings of this case, same is allowed a sum of Rs.50,000/- as cost of litigation to be paid by the respondent.

23. Complainant is not found entitled to any other relief as claimed by him, when he i.e. complainant has already been allowed compensation for respondent having failed to execute conveyance deed and also for mental harassment and agony. Request in that regard is declined.

24. The respondent to pay aforesaid amount of the compensation along with interest at rate of 11% per annum from date of this order till realization of amount.

25. The complaint is thus disposed of. File be consigned to the record room.

Announced in open court today i.e. on 10.09.2026.


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

Present: Mr. Mukul Kumar Sanwariya, Advocate for complainant.
Mr. Harshit Batra, Advocate for respondent.

Complaint is disposed of vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
10.09.2026