

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 616 of 2026

Date of Decision: October 08,2026

1. Chhavi Mohan Bhutani

2. Pankaj Arora

Both residents of Flat No. 2603, Plot 1B, Sector 22, Park Royal Residency, Vasudha CGHS Ltd., Dwarka, New Delhi-110075

Appellant.

Versus

1. M/s VSR Infratech Private Limited, Registered Office at: A-22, Hill View Apartments, Vasant Vihar, New Delhi-110057 and Corporate Office at: Plot No. 14, Ground Floor, Sector-44, Institutional Area, Gurugram-122003

2. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having its office at New PWD Rest House, Civil Lines, Gurugram, Haryana through its Secretary

Respondents

CORAM:

**Justice Rajan Gupta
Dinesh Singh Chauhan**

**Chairman
Member (Technical)**

Present: Mr. Garvit Gupta, Advocate for the appellants

O R D E R:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 16.03.2026, passed by the Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram whereby the complaint filed by the appellants for compensation was dismissed.

2. The appellant- allottees were applicants in a commercial complex, namely, '114 Avenue' floated by respondent No. 1-M/s VSR Infratech Pvt. Ltd. in Sector 114, Village Bajghera, Gurugram. They were allotted a unit therein. Space Buyer's Agreement was executed between the parties on 14.08.2012. Total sale consideration of the unit was Rs.72,14,844/-, out of which, the allottees remitted an amount of Rs.60,53,149/-. As per agreement, due date of possession was 14.08.2015. As there was delay in handing over the possession, the allottees preferred Complaint No. 2622 of 2019 before the Authority seeking possession and delay possession charges. Their claim was resisted by respondent No. 1. The Authority adjudicated upon the matter and gave the following directions vide order dated 03.11.2020:

"12. Hence, the authority hereby pass the following order and issue directions under section 34(f) of the Act:

- i. The respondent shall pay the interest at the prescribed rate i.e. 9.30% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 14.08.2015 till the actual offer of possession along with an additional period of 6 months due to certain force majeure circumstances beyond the control of the respondent.*
- ii. The arrears of interest accrued till date of decision shall be paid to the complainants within a period of 90 days from the date of this order and thereafter monthly payment of interest till the offer of possession shall be paid on or before 10th of each subsequent month.*

iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

iv. The respondent shall not charge anything from the complainants which is not part of the space buyer's agreement.

v. Interest on the delay payments from the complainants shall be charged at the prescribed rate of interest @ 9.30% p.a. by the promoter which is the same as is being granted to the complainants in case of delayed possession charges.

13. Complaint stands disposed of.

14. File be consigned to registry.”

3. Thereafter, the appellant-allottees filed a complaint before the Adjudicating Officer seeking compensation on account of mental agony, physical torture and pain suffered by them and loss of rent. This claim was also resisted by respondent No. 1. The Adjudicating Officer, vide the impugned order dated 16.03.2026, dismissed the complaint.

4. The aforesaid order has been challenged before this Tribunal on the ground that the Adjudicating Officer failed to appreciate the controversy in correct perspective and the order is bereft of reasons.

5. We have heard learned counsel for the appellants and given careful thought to the facts of the case.

6. As per Section 18(1) of the Act¹, the matters in which the project is not completed by the promoter within the stipulated period as per the terms and conditions settled between the parties, the allottee has the option of withdrawing

¹ Real Estate (Regulation and Development) Act, 2016

from the project and seek relief of refund of the paid-up amount along with interest and compensation. However, if the allottee chooses to remain in the project, then the only remedy provided for the default of the promoter in completion of the project is to get delay possession interest on the paid-up amount. (See- *Appeal No. 70 of 2023- **Greater Noida Industrial Development Authority v. Ranjan Misra**, decided on 20.04.2023*).

7. In the present case, the allottees have already availed the remedy of delay possession charges. Keeping in view the facts and circumstances of the case coupled with Section 18(1) of the Act, since the allottees opted not to withdraw from the project, they are not entitled for any additional compensation. We find no illegality or infirmity in the impugned order and the same is upheld.

8. In view of above, the appeal is dismissed.

9. Copy of this order be sent to the parties/their counsel and the Authority.

10. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 08, 2026
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