BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUHORITY, GURUGRAM:

Complaint No. :1859-2025
Date of Decision: 05.10.2026

Mr. Saurav Banerjee, resident of Ramkrishna Apartment, B-704, Plot 12, Sector-23, Dwarka, New Delhi-110077.

..... **Complainant.**

Versus

M/s Czar Buildwell Pvt. Ltd., 302A, Global Foyer Mall, Golf Course Road, Sector-43, Gurugram-122009.

..... **Respondent.**

APPEARANCE

For Complainant:	**Ms. Yamini Naryal, Advocate.**
For Respondent:	**Respondent exparte.**

ORDER

This is a complaint filed by Mr. Saurav Banerjee (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016") against M/s Czar Buildwell Pvt. Ltd (promoter).

2. Briefly stated, according to the complainant, he booked a residential flat in Affordable Group Housing Colony "Mahira Homes-104" project situated at Sector-104, Gurugram, being developed the

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respondent. He (complainant) paid Rs.1,29,299/- as booking amount. The respondent allotted a residential unit bearing No.1601 on 16th floor in Tower-3, admeasuring carpet area of 643.55 sq. ft. and balcony area of 145.36 sq. ft. to him(complainant). However, no allotment letter was ever received from the respondent. On 16.12.2021, he (complainant) made the payment of Rs.5,34,000/- keeping the purview of payment plan.

3. That on 09.06.2022, the respondent demanded for Rs.3,31,373/-, which he (complainant) has already paid on 06.05.2022. Moreover, no Builder Buyer's Agreement (BBA) was executed between the parties. That on 30.01.2023, the respondent again sent a demand letter to him (complainant) regarding pending payment of Rs.3,31,305/-, which he paid on 03.02.2023.

4. That when he (complainant) visited the site, he was shocked to see that the land where the project was to be constructed, was empty/barren land. Whenever, he enquired about the status of the project from the respondent, on every occasion, it (respondent) made false assurances that allotment letter will be executed soon. The respondent kept on prolonging the matter unjustifiably without any

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convincing reason. The respondent not only failed to deliver the subject unit to him (complainant), but also failed to demonstrate any meaningful or satisfactory progress towards completion of the project despite having receiving substantial amount from him (complainant). Due to fraudulent acts of the respondent's company, he (complainant) has been wrongfully deprived of his hard-earned money and left him traumatized.

5. Citing facts as mentioned above, the complainant has prayed for following reliefs: -

a) to direct the respondent to give Rs.25 lakhs as compensation on account of loss/injury as well as mental agony suffered by the complainant; and

b) to direct the respondent to pay litigation charges to the tune of Rs.1,10,000/-.

6. The respondent did not opt to contest the claim despite service of notice. No written reply was filed by it. It was proceeded exparte and defence of same was struck off, vide order dated 27.04.2026.

7. Complainant filed affidavit in support of his claim. I have heard learned counsel for complainant and perused the record.

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8. When the respondent did not object claim of complainant, despite service of notice, it raises presumption that the respondent has no objection against the facts of complaint. As per complainant, he approached the Authority seeking refund of the amount paid by him by filing a complaint No.1857 of 2025. The Authority vide its order dated 30.01.2026 was pleased to direct the respondent to refund the amount of Rs.13,25,977/- received by it from the complainant along with interest at the rate of 10.80% per annum from the date of each payment till its actual realization.

9. The Authority noted that the respondent did not complete the project despite agreement and despite receiving part of sale consideration due to discontinuance of its business on account of suspension or revocation of registration of project under the Act of 2016 or any other reason. Referring all this, the complainant was held entitled for refund of entire amount along with prescribed rate of interest. It is pointed out that in the absence of filing any appeal etc., said order of Authority has become final now.

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10. On the basis of above discussion, in my view, the respondent failed to complete the project without any fault of allottee/complainant. The later is thus entitled for compensation.

11. It is submitted by learned counsel for the complainant that her client has suffered huge loss due to failure on the part of the respondent in completing/handing over of possession of subject unit. According to her, the price of real estate in the areas near the project in question have appreciated twice or thrice till now.

12. No reliable evidence has been adduced by the complainant to verify aforesaid plea. When the complainant is found entitled for compensation, his case cannot be thrown away simply for want of conclusive evidence. This forum is obliged to adjudge amount of compensation keeping in view the criteria as provided under Section 72 of the Act of 2016 as well as facts and circumstances of the case.

13. Section 72 of the Act of 2016 prescribes the factors which are to be taken into account by the Adjudicating Officer, while adjudging quantum of compensation and the same are: -

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(a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;

(b) the amount of loss caused as a result of the default;

(c) the repetitive nature of the default;

(d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

14. Apparently, the respondent received part of sale consideration from the complainant but failed to deliver the unit in question. As noted by the Authority, the registration of the project was suspended/revoked by the competent authority due to failure on the part of the respondent to complete the project in question. All this caused undue gains to the respondent and consequential loss to the complainant. According to Google (AI overview) there remained massive variation in the prices of houses under Deen Dayal Jan Awas Yojana (DDJAY) in Sector-104, Gurugram (as project in question was), primarily driven by full operationalization of the adjacent Dwarka Expressway and the Haryana State Government's policy shift that discontinued new DDJAY license approvals in Gurugram, creating extreme supply scarcity for low rise gated communities. The prices of real estate appreciated approximately 100% to 120% between

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February 2023 to January 2026. It is worth mentioning that according to complainant, same had paid total sum of Rs.13,25,977/- up to 03.02.2023 (Rs.5,34,000/- were paid in December 2021, Rs.3,31,373/- on 06.05.2022 and Rs.3,31,305/- on 03.02.2023). As noted above, the Authority has allowed refund of the amount vide order dated 30.01.2026.

15. On the basis of facts discussed above, it is presumed that if amount of Rs.13,25,977/- as paid by the complainant to the respondent was invested in some other similar project in the same area, it would have appreciated to at least Rs.13,25,977/-. The complainant is thus allowed a sum of Rs.13,26,000/- (rounded up) as loss of appreciation, to be paid by the respondent.

16. The complainant has prayed to give Rs.25 lakhs as compensation on account of loss/injury as well as mental agony suffered by him. When the respondent received part of sale consideration, but what to say of completion of project, it did not start construction even, rather the project was abandoned. All this apparently caused mental agony and harassment to the complainant.

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The same is allowed a sum of Rs. One Lakh as compensation for mental agony and harassment.

17. The complainant has further prayed for payment of Rs.1,10,000/- towards litigation charges. No court fee is prescribed to be paid to the Authority, while filing such a complaint. Even then, it is apparent that the complainant was represented by an advocate during proceedings of this case, same(complainant) is allowed a sum of Rs.50,000/- as litigation expenses.

18. The respondent is directed to pay said amounts of compensation along with interest at the rate of 11% per annum from the date of this order, till realization of amount.

19. This complaint stands disposed of accordingly. File be consigned to the record room.

Announced in open Court.
today i.e. **on 05.10.2026.**

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

Present: Ms. Yamini Naryal, Advocate for complainant.
Respondent exparte.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
05.10.2026