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

Complaint No.: 6613-2025
Date of Decision: 01.10.2026

1. Suresh Kumar S/o Shri Chander Pal, 2. Raj Bala W/o Suresh Kumar, residents of G-1/52, New Palam Vihar, Phase 1, Gururam, Haryana-122001.

.....Complainants.

Versus

1. New Look Builders and Developers Pvt. Ltd. (earlier known as "Ansal Phalak Infrastructure Pvt. Ltd.), having registered office at: Fine House, 5th Flranandji Lane, M. G. Road Ghatkopar E, Mumbai, Maharashtra-400077, also at: First Floor, 70, Nehru Place, New Delhi-110019.
2. Surender Kumar, 3. Piyush Kumar Gupta.

.....Respondents.

APPEARANCE

For Complainants:	Mr. Naveen Single, Advocate.
For Respondent no.1:	Mr. Yatharth Chugh, Advocate for respo.no.1. (Names of respondents no. 2&3 were deleted from the array of respondents vide order dated 17.03.2026).

ORDER

This is a complaint filed by Mr. Suresh Kumar and Ms. Raj Bala (allottees) under Section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016), against New Look Builders and Developers Pvt. Ltd. (Formerly known as Ansal Phalak Infrastructure Pvt. Ltd.) (promoter) and others.

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2. Briefly stated, according to complainants, they are law-abiding citizens. They (complainants) were booked and allotted Unit No. E-2209, Ground Floor, in the respondent's project namely, "Esencia" and the terms and conditions of said transactions were recorded in Floor Buyer Agreement (FBA) dated 31.10.2011. As per Clause 5.1 of FBA, the respondent no. 1 was responsible for development of said unit within a period of 30 months from date of execution of FBA i.e. till 01.05.2014. However, even till December, 2017, the respondent had failed to complete the construction of the unit and handover its possession to the complainants. Accordingly, the complainant had filed Application bearing no. 62 of 2018 before the Permanent Lok Adalat, Gurugram. Pertinently, the Occupancy Certificate of the unit was only obtained on 02.05.2019 after filing of said application.

3. That even after obtaining the Occupancy Certificate, the respondents refused to install the agreed appliances, bathroom fittings, glass fittings, electricity connection and other agreed amenities in the unit as per FBA. Accordingly, complainant refused to accept the incomplete possession of the unit after delay of more than 5 years in completing the construction of unit on part of respondents.

4. That the complainants prayed before the PLA for direction to the respondents to refund the amount already deposited by them (complainants) and transferred by Indiabulls Housing Finance Limited

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(Now known as Sammaan Capital Ltd.) on behalf of complainant, along with interest paid by the complainants to the said finance company.

5. That after due consideration of submissions made on behalf of complainants and respondent no. 1 herein, the permanent Lok Adalat vide order dated 13.10.2011 awarded refund of Rs.95,06,000/- along with interest @ 9% p.a. from the date of filing the application, till its realization and Rs.5,500/- towards litigation cost of the application.

6. That even after the award dated 13.10.2021, respondent no. 1 refused to make payment towards the refund to the complainants. The complainants had to run from pillar to post begging for the amount awarded by Permanent Lok Adalat, Gurugram. Having no other recourse, they (complainants) approached the Court of Sh. Anil Kumar Yadav, Ld. Civil Judge, Gurugram seeking execution of award dated 13.10.2021 against the respondent by filing Execution Petition No. 177 of 2021.

7. That the complainants were forced to pay additional interest of Rs.19,65,789/- for the period starting from 13.06.2023 to 08.01.2024 due to delay on part of respondents to pay the awarded amounts towards the unit. Therefore, the respondents are liable to pay Rs.19,65,789/- to them (complainants) towards damages due to inaction and delay in fulfilling its obligation along with interest at 10.85% p.a. from the date of default i.e. 13.10.2021.

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8. That the complainants have also suffered loss of rent due to delay in completion of the unit. Admittedly, there is a delay of 5 years and one day (i.e. from 01.05.2014 to 02.05.2019) in completing the construction of the unit.

9. Citing the facts as mentioned above, the complainants prayed for following reliefs: -

a. To direct respondents to pay compensation towards loss of rent to the complainants @ Rs.67,000/- per month for 60 months i.e. total of Rs.40,20,000/-;

b. To direct respondents to pay Rs.19,65,789/- to complainants as compensation towards damages due to inaction and delay in fulfilling its obligation under Order dated 13.10.2021 passed in Execution Petition No. 177 of 2021 along with interest @ 10.85% p.a. from the date of default i.e. 13.10.2021;

c. To direct respondents to pay Rs.8,00,000/- towards the litigation cost born by the complainants;

d. To direct respondents to pay compensation to tune of Rs.10,00,000/- towards mental harassment and physical harassment inflicted upon complainants by initiating wrongful litigations against the complainants;

e. To direct respondents to pay Rs.50,000/- towards the litigation cost born by the complainant for filing the present complaint;

f. To grant any other such relief as it may deem fit and proper in the interest of justice.

10. The respondent no. 1 contested claim of complainant by filing a written reply. It is averred that all the averments made in the captioned complaint may be considered to have been replied to and all

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the allegations contained therein may be considered to have been specifically denied and controverted, unless admitted hereinafter. The captioned complaint is nothing, but an afterthought to arm-twist the answering respondent by misusing provisions of the Act of 2016 in order to gain wrongfully at the cost of answering respondent. Therefore, the captioned complaint is liable to be dismissed in limine with exemplary costs upon the complainants.

11. That the complainants have deliberately concealed the fact that they (complainants) had sought liberty to file a separate case seeking compensation and damages before the Executing Court i.e. District Court, Gurugram while withdrawing the Execution Application bearing no. 177 of 2021. Thus, the captioned complaint is barred by Order XXIII Rule 1 of CPC.

12. That the complainants have been awarded interest on the amount paid by them (complainants). Interest on the deposited amount is nothing but compensation to the complainants, towards delay in handing over possession, loss of opportunity and loss of rent etc. Therefore, the captioned complaint is hit by the principle of Res-Judicata. The developer is not liable to pay or reimburse any interest on the loan paid by an allottee to the bank/lender.

13. That the answering respondent has already refunded the amount paid by the complainants towards unit along with

interest/compensation thus, the complainants are not allottees as defined under the Act.

14. Stating all this, respondent prayed for dismissal of complaint.

15. 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.

16. At the outset, it is contended by learned counsel for the respondents that the present complaint is not maintainable in view of Rules 28&29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 (in brief "Rules of 2017") as no finding has been given by the Authority against his clients having breached any law. Learned counsel referred an order passed by The Haryana Real Estate Appellate Tribunal, Chandigarh (in brief "The Appellate Tribunal") in Appeal No.08 of 2026 titled as "M/s St. Patricks Realty Private Ltd. vs. Neha Prasad & Ors." decided on July 01,2026.

17. The powers conferred by The Act of 2016 upon this Forum (AO) are limited. Rule 29(1)(a) of Rules of 2017, provides that any aggrieved person may file an application/complaint with the adjudicating officer for adjudging quantum of compensation as provided under sections 12, 14, 18 and 19, **where violation by the promoter has been established by the Authority in an inquiry under section 35 in**

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form CAO.... Similarly, Rule 28(2)(m) of said Rules mentions the procedure for filing a complaint before the Adjudicating Officer. The relevant portion of same is reproduced here as under: -

> *"If the complaint in form 'CAO' filed before the adjudicating officer for adjudging quantum of compensation,* ***the complaint shall be admissible from the stage of concluding inquiry by the Authority*** *....."*

18. This Forum (Adjudicating Officer) cannot adjudge amount of compensation for loss suffered by an allottee unless violation by the promoter has been established by the Authority. As pointed out by learned counsel for the respondents, the Appellate Tribunal in M/s St. Patricks Realty Pvt. Ltd. case (supra) held that the Adjudicating Officer has no jurisdiction without any such finding given by the Authority.

19. In facts as described above, present complaint is not maintainable before the Adjudicating Officer, same is thus dismissed. Parties to bear their own costs. File be consigned to the record room.

Announced in open Court.
today i.e. **on 01.10.2026.**

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

Present: Ms. Naveen Single, Advocate for complainants.
Mr. Yatharth Chugh, Advocate for the respondent no.1.
Names of respondents no. 2&3 were deleted from the array of respondents vide order dated 17.03.2026.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
01.10.2026