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

Complaint No. :1108-2025
Date of Decision: 07.10.2026

Mr. Gagan Deep Singh son of Deedar Singh, resident of H.No.58, Hemkunt Colony, Greater Kailash, Part-I, New Delhi-110048.

.....Complainant

Versus

M/s Ireo Grace Realtech Pvt. Ltd. C-4, Ist Floor, Malviya Nagar, New Delhi-110017.

Also at

5th Floor, Orchid Centre, Golf Course Road, Sector-53, Gurugram, Haryana.

.....Respondent

APPEARANCE

For Complainant: **Ms. Sangeeta Gulati, Advocate**
For Respondent: **Ms. Shivani Dang, Advocate**

ORDER

This is a complaint filed by Mr. Gagan Deep Singh (allottee), under section 31 of The Real Estate (Regulation and

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Development), Act 2016 (in brief "Act of 2016") against M/s Ireo Grace Realtech Pvt. Ltd. (promoter).

2. Briefly stated, according to the complainant, in the year 2013, he booked an apartment in the project "Corridors" floated by the respondent in Sector-67A, village Dhumaspur and Maidwas, Gurugram. The respondent allotted an apartment to him (complainant) bearing No.903 on 9th floor in A4 Tower, having a super area of 1726.91 sq. ft. for a total consideration of Rs.1,73,08,261/- by executing an Apartment Buyer Agreement (APA) dated 03.04.2014.

3. That he (complainant) opted for construction linked plan and paid a sum of Rs.48,46,909/- to the respondent as per their demands raised from time to time. The apartment in question was to be handed over to him (complainant) within a period of 42 months with a grace period of 170 days from the execution of the agreement i.e. on 02.04.2018.

4. That the respondent failed to offer the possession of the apartment even after a period of more than 8 years. Due to delayed possession and construction, he (complainant) stopped

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payment of further instalments, after paying a sum of Rs.48,46,909/-. That to his (complainant) utter surprise, the respondent vide its letter dated 01.09.2016 cancelled the apartment.

5. That being aggrieved, he (complainant) filed a complaint before the Authority and the Authority vide order dated 08.02.2024 directed the respondent to refund the paid-up amount of Rs.48,46,910/- after deducting 10% of sale consideration of Rs.1,73,08,261/- being the earnest money along with applicable rate of interest within 90 days. However, the respondent failed to pay the amount to him (complainant) within the aforesaid period of 90 days.

6. That a Memorandum of Understanding (MOU) dated 15.07.2024 was entered between the parties, but said MOU was not honoured in true spirit of law and justice to the aggrieved investor.

7. Contending all this, the complainant has sought following compensation -

i) to award a sum of Rs.50 lakhs in favour of the complainant and against the respondent on account of

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default in compliance the terms and conditions of the agreement, damages on account of struggle and mental harassment, along with interest at the rate of 24% per annum; and

ii) to direct the respondent for refunding an amount of Rs.48,46,909/- along with interest @ 24% per annum.

iii) to direct the respondent to pay compensation of Rs.50 lakhs towards litigation charges.

8. The respondent contested the complaint by filing a written reply. It is averred that the complaint is neither maintainable nor tenable as ABA was executed between the parties prior to enactment of the Act of 2016. That the implementation of the project in question was hampered due to several force majeure factors, which were beyond its (respondent) control.

9. That the complainant failed to make further payments despite repeated reminders and accordingly, it (respondent) left with no other option terminated the allotment of the complainant vide cancellation letter dated 01.09.2016.

10. That after passing order dated 08.02.2024 by the Authority, the complainant approached it (respondent) and

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requested to settle the matter. A settlement/Memorandum of Understanding dated 15.07.2024 was reduced into writing by the parties, wherein it was undertaken by the complainant that all his claims whatsoever against it (respondent) stood fully satisfied. It (respondent) has paid the entire amount agreed between the parties as per MOU and as per said Memorandum of Understanding, the present complaint cannot proceed any further. Moreover, the TDS has already been deposited by it as per the terms of MOU. That if the complainant has any grievance regarding the performance of MOU dated 15.07.2024, his remedy is certainly not before the Adjudicating Officer by filing the present complaint seeking compensation.

11. Contending all this, the respondent has prayed to dismiss the complaint.

12. Both parties filed affidavits in support of their claims. I have heard learned counsels appearing on behalf of both of parties and perused the record on file.

13. As mentioned earlier, the complainant filed a complaint before the Authority (Complaint No.2475 of 2022) seeking refund of the amount of Rs.48,46,909/- along with interest

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at the rate of 24% per annum and again an award of Rs.50 lakhs in his favour against the respondent on account of default in compliance of terms and conditions of agreement. The Authority disposed of said complaint vide order dated 08.02.2024. The respondent has been directed to refund the paid-up amount of Rs.48,46,910/- after deducting 10% of sale consideration being earnest money along with interest at the rate of 10.85% per annum from the date of termination/cancellation i.e. 01.09.2016 till its realization.

14. It is contended by learned counsel for the complainant that when the respondent failed to complete the construction and there occurred delay of more than 8 years, her client had no option but to withdraw from the project, otherwise he wanted his dream house. On the other hand, according to learned counsel for the respondent, the complainant defaulted in making payments as per agreement and hence, her client i.e. the respondent cancelled the unit vide letter dated 01.09.2016. According to learned counsel for the respondent, the complainant is not entitled to any relief.

15. As noted by the Authority, in its order while deciding complaint No.2475 of 2022 filed by the present complainant, Apartment Buyer's Agreement between the parties

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was executed on 03.04.2014. As per Clause 13 of that agreement, the respondent was required to handover possession of the subject unit within a period of 42 months from the date of approvals of building plans and/or fulfilment of terms and conditions imposed thereunder with a grace period of 180 days, after expiry of the said commitment period to allow for unforeseen delays. The due date of possession in this way came to 11.01.2018. The Authority observed that Occupation Certificate was received by the respondent on 27.01.2022. Considering all this, in my opinion, the complainant was within his right to withdraw from the project when the respondent failed to complete the construction till due date of possession. Despite all this, Rules 28&29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 (in brief "Rule of 2017) limit powers of Adjudicating Officer to allow compensation. According to Rule 28(2)(m) if a complaint in form 'CAO' is filed before the adjudicating officer for adjudging quantum of compensation, **same (complaint) shall be admissible from the stage of concluding inquiry by the Authority** that respondent being promoter has violated or contravened provisions of the Act or the rules or regulations made thereunder.....Similarly, Rule 29(1)(a) of Rule 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 & 19, **where violation by the promoter has been established by the Authority** in an inquiry under Section 35.....

16. The Authority while deciding said complaint came to conclusion as:

> *" The respondent has obtained the occupation certificate in respect of the allotted unit of the complainant on 27.01.2022. The complainant is a defaulter and has failed to make payment as per the agreed payment plan. Various reminders and final opportunities were given to the complainant and thereafter the unit was cancelled."*

17. Observing all this, the Authority though allowed the refund of the amount paid-up by the complainant, but after deduction of 10% of sale consideration.

18. Keeping in view said finding of the Authority, this forum cannot allow compensation to the complainant. Complaint in hands is thus dismissed. File be consigned to record room.

Announced in open court today i.e. on **07.10.2026.**

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

Present: Ms. Sangeeta Gulati, Advocate for complainant.
Ms. Shivani Dang, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
07.10.2026