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

Complaint No. : 166-2026
Date of Decision: 13.10.2026

Amit Gupta, resident of 14/29, Raj Nagar, Ghaizabad-201002.

.....Complainant.

Versus

M/s Ramprastha Developers Pvt. Ltd., having its office at 114, Sector-44, Gurugram, Haryana.

.... Respondent.

APPEARANCE

For Complainant: Mr. Garvit Gupta, Advocate.
For Respondent: Ms. Divya Verma, Advocate.

ORDER

This is a complaint filed by Mr. Amit Gupta (allottee) under Section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016), against M/s Ramprastha Developers Pvt. Ltd. (promoter).

2. Briefly stated, according to complainant, he (complainant), having been induced by the assurances and representations made by the

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respondent, booked a residential plot of 300 square yards in the respondent's project "Ramprastha City", Sector 92, 93 and 95, Gurugram, Haryana, against the sale consideration of Rs.11,00,000/-. The respondent, in order to convince him (complainant) showed various documents including approvals etc.

3. That he (complainant) based on respondent's demand made upfront payment of sale consideration of Rs.11,00,000/- for the plot in the project. Accordingly, the respondent issued receipt of said payment against the registration of said plot. Since, the booking was made by him (complainant) on 12.01.2007, the due date of possession of the plot, as per the assurances of the respondent was 12.01.2010.

4. That even after making the upfront payment, respondent miserably failed to allot a specific plot to him (complainant) and to deliver possession within the stipulated period. The respondent continued to remain evasive and negligent in fulfilling its obligations under the terms of the project. He (complainant) was left in a state of uncertainty and suffered immense mental agony and financial hardship due to the non-allotment of a specific plot for an extended period.

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5. That it was only after a lapse of almost five years, the respondent vide Preliminary Allotment Letter dated 08.11.2011, formally communicated the provisional allotment of a plot measuring 300 square yards in the said project in favour of him (complainant). This undue delay in issuing the allotment letter further reflects the casual and indifferent approach of the respondent in discharging its contractual obligations. Vide said preliminary allotment letter dated 08.11.2011, the respondent failed to allot a specific plot to him (complainant) and stated that a specific plot shall be allotted to him (complainant) after the required approvals are received with respect to the zoning plans.

6. That despite paying a total sum of Rs.11,00,000/- to the respondent, the respondent committed multiple fallacies, which severely prejudiced his rights. Firstly, despite issuance of the Provisional Allotment Letter by the respondent, no specific plot was allotted and no Buyer's Agreement was executed between the parties. Secondly, even though the respondent was granted a DTCP license on 09.06.2010 for the development of residential plots, no possession was offered to him (complainant), resulting in an inordinate delay in handing over possession.

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Thirdly, repeated requests made by him (complainant) for allotment of an alternative plot was not considered or acted upon by the respondent. Furthermore, even after service of legal notices requesting either refund of the amount paid or delivery of an alternate plot, the respondent failed to respond or comply to the genuine concerns of him (complainant).

7. Contending all this, the complainant has prayed for following reliefs: -

1. The complainant is entitled to and is claiming from the respondent Rs.1,87,00,000/- calculated as per the circle rate as the loss of profit which the complainant could have gained in case, the respondent would have handed over the possession of the plot to him. If calculated from the market price, the complainant is entitled to and is claiming from the respondent Rs.5,50,00,000/- as the loss of profit which the complainant could have gained in case, the respondent would have handed over the possession of the plot to him;
2. The complainant is entitled to and is claiming from the respondent Rs.12,41,524/- (computed till 30.10.2025) being amount towards wrongful utilization of the amount by the respondent as well as mental harassment, agony and torture caused to the complainant due to the illegal actions of the respondent. The complainant is entitled to the interest on Rs.11,00,000/- till the date of actual

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realization and for the purpose of computation only till the date of filing i.e. 30.10.2025, the claim has been limited to Rs.12,41,524/-;

3. to direct the respondent to make payment to the complainant of Rs.40,000/- towards the litigation cost;
4. Any other order, this Forum may deem fit.

8. The respondent contested claim of complainant by filing a written reply. It is averred that the present complaint is wholly misconceived, legally untenable and not maintainable either in law or on facts. The complainant has already obtained a final Order in respect of the very same transaction and the present proceedings are a second attempt to seek further and inflated monetary reliefs on the same cause of action.

9. That no Plot Buyer Agreement was ever executed between the parties. In the absence of any Plot Buyer Agreement, no concluded contract ever came into existence governing the rights, obligations, timelines, consideration or consequences of breach between the parties.

10. That the complainant filed complaint no. 3940/2023 against it (respondent) before the Authority in relation to payment of Rs.11,00,000/- and the same underlying transaction. Said complaint came to be finally decided by the Authority vide order dated 27.02.2025,

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whereby refund of Rs.11,00,000/- along with interest @ 11.10% per annum was awarded in favour of complainant.

11. That in response to communications issued by Authority, Gurugram in August 2025, the Directorate of Enforcement vide letter dated 24.09.2025 conveyed that in light of the developments before the Hon'ble Special Court under the PMLA, matters relating to the attached properties of the respondent would not fall within the jurisdiction of the Authority. The Office order dated 30.09.2025 issued by the Secretary, HRERA, Gurugram has reference of the letter dated 24.09.2025.

12. Contending all this, respondent has prayed for dismissal of complaint.

13. 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.

14. Admittedly, a complaint filed by the complainant i.e. complaint No.3940/2023 was allowed by the Authority and the respondent was directed to refund the amount received by it from the complainant along with interest at the rate of 11.10% p.a. from the date of each payment

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made till the actual date of refund of the deposited amount. The Authority noted that the respondent was obliged to handover possession of subject plot within a period of three years, however, it (respondent) did not deliver the plot in time.

15. The Authority observed further that the respondent/promoter is solely responsible for all obligations, responsibilities and functions under the provisions of the Act of 2016 as neither any allotment letter was issued by the respondent nor it (respondent) handed over possession of specific plot to the complainant despite payment of Rs.11,00,000/- made in the year 2007. Even after lapse of 17 years from the date of payment till the filling of complaint, no buyer's agreement has been executed inter- se parties. 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.

16. On the basis of above discussion, in my view, the respondent failed to hand over the possession of the plot without any fault of allottee/complainant. The later is thus entitled for compensation.

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17. It is submitted by learned counsel for the complainant that his client has suffered huge loss due to failure on the part of the respondent in handing over of possession of subject plot in agreed time. It (respondent) is thus liable to pay compensation to the complainant. According to him, the price of real estate in the areas near the project in question have appreciated thrice or four times till now.

18. To substantiate his claim, the complainant has put on file Collector rate of Sub Tehsil Kadipur, in which circle rates of Sectors 92,93 &95 have not been shown. The plot in question falls in Sectors 92,93 & 95 of Gurugram. The quotations of prices of some real estate sites are also relied upon by the complainant. These quotations are not conclusive evidence. Even then, when the complainant has been found entitled for compensation, his claim cannot be thrown away simply for want of conclusive evidence. This forum is obliged to assess amount of compensation, keeping in view provisions of Section 72 of the Act as well as facts and circumstances of the case.

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19. 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: -

(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.

20. Admittedly, when the respondent received entire amount of sale consideration from the complainant, but failed to handover possession of the plot, the same (respondent) achieved disproportionate gain and unfair advantage causing consequential loss to the allottee/complainant.

21. According to Google (AI Overview), *"the residential plot market in Sectors 92,93 & 95 (collectively known as part of the New Gurugram corridor) witnessed exponential growth from November 2014 (due date of possession was 08.11.2014 as noted by the Authority in its order dated 27.02.2025) to February 2025 (date of order by the Authority for refund), average plot prices in these sectors surged from roughly Rs.3500-Rs.4500 per*

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sq. ft. in late 2014 to a range of Rs.16,500/--Rs.24,000+ per sq. ft. by early 2025, representing an overall price appreciation of 350% to over 500%".

22. Overall price appreciation in this case can be taken at least as 300%. Although, in afore-stated complaint, the Authority has mentioned payment of Rs.18 lakhs by the complainant, but in this case, the complainant himself has stated about payment of Rs.11,00,000/-. If this amount of Rs.11 lakhs would have been invested by the complainant in some other similar project in nearby area, the same would have appreciated to Rs.33 lakhs. As noted above, the Authority has already allowed refund of the amount. The complainant is thus allowed a sum of Rs.22 lakhs as compensation for loss of appreciation to be paid by the respondent.

23. The complainant has also prayed for compensation of Rs.12,41,524/- towards wrongful utilization of the amount by the respondent as well as mental harassment, agony and torture caused to him. Apparently, when the complainant paid entire sale consideration, but the respondent failed to handover the plot, all this caused mental and physical harassment to the allottee/complainant. Rs. 12,41,524/-appear to

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be excessive, the complainant is allowed a sum of Rs. One lakh, as compensation on this count.

24. The complainant has further prayed a sum of Rs.40,000/- towards the litigation cost. It is evident that the complainant was represented by a lawyer during the proceedings of this case, same is allowed a sum of Rs.40,000/- as litigation expenses.

25. 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.

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

Announced in open Court.
today i.e. **on 13.10.2026.**

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

Present: Mr. Garvit Gupta, Advocate for complainant.
Ms. Divya Verma, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
13.10.2026