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

Complaint No. :164 of 2026
Date of Decision: 13.10.2026

1. Anurag Goel
2. Geeta Goel, both residents of II-B/53, Nehru Nagar, Ghaziabad-201001.

.... Complainants.

Versus

M/s Ramprastha Developers Pvt. Ltd., having its office at 114, Sector-44, Gurugram, Haryana-122001.

.....Respondent.

APPEARANCE

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

ORDER

This is a complaint filed by Mr. Anurag Goel & Ms. Geeta Goel (allottees) under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief "The Act of 2016") against M/s Ramprastha Developers Pvt. Ltd (promoter/developer).

AO

2. Briefly stated, according to the complainants, the respondent offered for sale of plots in its upcoming project, "Ramprastha City", a residential plotted colony within a gated community at Sectors 92,93&95, Gurugram, compromising plots with world class layout, infrastructure, facilities, amenities and services including club houses, shopping complexes, swimming pools, green, open areas, spas, health and sports facilities with gated secure living conditions.

3. That they (complainants) received a marketing call from the office of the respondent in the month of October,2006 for booking in this upcoming project. They (complainants) induced by the assurances and representations made by the respondent, booked a plot of 300 square yards in the aforesaid project on 12.01.2007. An amount of Rs.18 lakhs was paid by them (complainants) towards booking of the plot. Due date of possession was 12.01.2010. However, the respondent not only failed to deliver possession within the stipulated period but also failed to allot a specific plot to them (complainants) in a timely manner.

4. That it was only after a lapse of almost five years, the respondent vide preliminary allotment letter dated 08.11.2011 formally

AO

communicated the provisional allotment of a plot measuring 300 square yards in the aforesaid project in their (complainants) favour.

5. That they (complainants) requested the respondent telephonically and by visiting their office to update them about the date of allotment of the plot, execution of the plot Buyer's Agreement as well as status of development of the residential colony in the project. However, the respondent paid no heed to their requests. That they (complainants) vide letter dated 09.10.2012 requested the respondent to allot an alternate plot situated in Ramprastha City, Sector-37D, Gurugram in lieu of the plot earlier allotted in Ramprastha City, Sector-92,93&95, Gurugram. That in reply, the respondent vide letter dated 02.02.2012 acknowledged their (complainants) request, but no response was received by it(respondent).

6. That when they (complainants) visited the site, they discovered that no substantial development or construction activity had taken place at the project site. Despite paying a total sum of Rs.18 lakhs to the respondent, it committed multiple fallacies, which severely prejudiced their(complainants) rights.

AO

7. That on account of blatant breach of the terms and conditions and the commitment by the respondent, they (complainants) filed a complaint before the Authority seeking refund of the amount paid by them along with interest. The Authority vide its order dated 27.02.2025 directed the respondent to refund the amount received by it from them (complainants) along with interest at the rate of 11.10% per annum from the date of each payment made till the actual date of refund of the deposited amount. However, till date, the respondent has failed to remit the amount in compliance of the aforesaid order passed by the Authority. The respondent has violated their (complainants) trust and deceived them by dishonestly misappropriating, siphoning and laundering their money.

8. Citing facts as described above, the complainants have sought following compensations/reliefs: -

i) to direct the respondent to pay compensation of Rs.1,80,00,000/- towards loss of opportunity and Rs.5,50,00,000/- towards loss of profit.

ii) to direct the respondent to pay compensation of Rs.20,32,175/- towards wrongful utilization and mental harassment, agony and torture.

iii) to direct the respondent to pay Rs.40,000/- towards the litigation cost.

9. The respondent contested the claim of complainants by filing separate written reply. It is averred that present complaint is liable to be dismissed in limine as being barred by the principles of resjudicata and constructive resjudicata. That no Plot Buyer Agreement (PBA) was ever executed between the parties. Absence of PBA shows that no final and crystalized contractual or proprietary right accrued in favour of the complainants with respect to any identified plot.

10. That the Authority vide Order/Judgment dated 27.02.2025 directed the respondent to refund of Rs.18 lakhs along with prescribed rate of interest to the complainants. After passing of the aforesaid order, the matter went into execution. During the pendency of the execution proceedings, vide PAO No. 22/2025 dated 11.07.2025 and PAO No.26/2025 dated 17.09.2025, its (respondent) assets including plotted colonies in Sectors 92&95 and Sector 37D came to be provisionally attached.

11. That vide office order dated 30.09.2025, the Secretary, HRERA, Gurugram clarified that jurisdiction over the attached

properties no longer remains with the HRERA and that all claims in respect thereof are required to be adjudicated by the Hon'ble PMLA Special Court, Gurugram. Accordingly, the complaints, execution applications and related proceedings were ordered to remain sine die with liberty to the concerned parties to approach the appropriate forum.

12. That once the dispute arising from the same transaction has already been adjudicated and relief has been granted, the complainants cannot be permitted to initiate other proceedings seeking further monetary amounts under differently described heads. That a preliminary allotment letter in the absence of final and execution of Plot Buyer Agreement, did not create any vested proprietary or contractual right in favour of the complainants in respect of any identified plot.

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

14. Both of the 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.

AO

15. Admittedly, a complaint filed by the complainants i.e. complaint No.3998/2023 was allowed by the Authority and the respondent was directed to refund the amount received by it from the complainants along with interest at the rate of 11.10% p.a. from the date of each payment 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.

16. 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 complainants despite payment of Rs.18,00,000/- 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 complainants were held entitled for refund of entire amount along with prescribed rate of interest. It is pointed out

AO

that in the absence of filing any appeal etc., said order of Authority has become final.

17. On the basis of above discussion, in my view, the respondent failed to hand over the possession of the plot without any fault of allottees/complainants. The later are thus entitled for compensation.

18. It is submitted by learned counsel for the complainants that his clients have 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 complainants. According to him, the price of real estate in the areas near the project in question have appreciated thrice or four times till now.

19. To substantiate their claim, the complainants have 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 complainants. These quotations are not conclusive evidence. Even then, when the complainants have been found entitled for compensation, their claim cannot be thrown away simply for want of conclusive evidence. This forum is obliged to assess amount of

AO

compensation, keeping in view provisions of Section 72 of the Act as well as facts and circumstances of the case.

20. 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.

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

22. 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 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%".

23. Overall price appreciation in this case can be taken at least as 300%. As noted by the Authority, the complainants paid entire sale consideration of Rs.18,00,000/-. If this amount of Rs.18 lakhs would have been invested by the complainants in some other similar project in nearby area, the same would have appreciated to Rs.54 lakhs. As noted above, the Authority has already allowed refund of the amount. The complainants are thus allowed a sum of Rs.36 lakhs as compensation for loss of appreciation, to be paid by the respondent.

24. The complainants have also prayed for compensation of Rs.20,32,175/- towards wrongful utilization of the amount by the respondent as well as mental harassment, agony and torture caused to them. Apparently, when the complainants paid entire sale consideration, but the respondent failed to handover the plot, all this caused mental and physical harassment to the allottees/complainants. Rs. 20,32,175/-

AO

appear to be excessive, the complainants are allowed a sum of Rs.One lakh, as compensation on this count.

25. The complainants have further prayed a sum of Rs.40,000/- towards the litigation cost. It is evident that the complainants were represented by a lawyer during the proceedings of this case, same are allowed a sum of Rs.40,000/- as litigation expenses.

26. 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.

27. 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 complainants.
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