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

Complaint No.: 6429-2025
Date of Decision: 30.10.2026

1. Vandana Khanna, 2. Anuj Khanna, residents of B-10 FF, New Krishna Park, Vikas Puri, New Delhi-110018.

.....Complainants.

Versus

Aster Infra-home Private Limited, Address of the existing office/residence- 21-22, Ground Floor, Vipul Agora Complex, Mehrauli-Gurgaon Road, Haryana- 122001.

.....Respondent.

APPEARANCE

For Complainants: Mr. Himanshu Gautam, Advocate.
For Respondent: Ms. Sanya Arora, Advocate.

ORDER

This is a complaint filed by Ms. Vandana Khanna and Mr. Anuj Khanna (allottees) under Section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016), against Aster Infra-home Private Limited (promoter).

2. Briefly stated, according to complainants, they are respectful and law-abiding citizens. On 03.09.2015, they (complainants) booked a shop bearing unit no. B-19 (GF), in the respondent's project namely,

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"Green Court" Commercial Complex in Sector 90, Gurugram, by making payment of a token amount of Rs.3,00,000/-. At the time of booking, the respondent verbally committed to them (complainants) that the sale price of the said shop would be Rs.7000/- per sq. ft. under pre-launch offer. The respondent also assured them (complainants) that all the details related to the said shop like area of the unit, payment plan, rate per sq. ft. and total sale consideration etc. would be clearly mentioned in the booking application form and allotment letter, which would be provided before crediting their cheque in respondent's bank account.

3. That the respondent credited the cheque in its bank account without providing any booking application form or allotment letter to them (complainants). Only a payment receipt of Rs.3,00,000/- having name of them (complainants), project name, date and unit mentioned on it, had been provided by the respondent to them (complainants) at the time of booking. Thus, even after taking an amount of Rs.3,00,000/- from them (complainants) against booking of the shop under question in a fraudulent and unlawful manner with a malafide intention, respondent did not give any other information regarding the unit under question like total sale consideration, area of the unit and possession date etc.

4. That on multiple occasions, they (complainants) asked the respondent to provide booking application form and to execute BBA, but

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every time the respondent said that complainant's unit was booked under pre-launch scheme and they have to wait as some approvals of the project were still pending before the concerned departments and BBA would be executed once the respondent gets all the approvals.

5. That after waiting for almost 7 years finally they (complainants) filed a complaint before the Authority, Gurugram, bearing no. RERA-GRG-6542-2022 seeking interest for delayed possession but later amended the reliefs and sought refund of amount paid along with interest, as there was no progress in the project and construction was still incomplete.

6. That in the reply before the Authority, the respondent mischievously and fraudulently deviated from its verbal commitment and claimed that they had sold said shop to them (complainants) at a rate of Rs.14,500/- per sq. ft. and further falsely claimed that they had written multiple letters to them (complainants) to make payments as per schedule and further claimed that the allotment has been cancelled on 22.03.2022 and amount of Rs.3,00,000/- paid by them (complainants) had been forfeited.

7. That the respondent's unlawful and arbitrary attempt to cancel the allotment and forfeit the amount paid by them (complainants) has caused severe mental agony, trauma and harassment. They

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(complainants) invested their hard-earned savings in the project with legitimate expectations of timely possession and statutory compliance. The constant fear and uncertainty of losing their life-long earnings due to the respondent's illegal cancellation and forfeitures threats subjected them (complainants) to immense psychological distress.

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

a. to direct respondent to pay compensation of Rs.15,00,000/- for the damages caused to them (complainants) in terms of loss of business and rental income and loss of potential income from appreciation in value of property; and

b. to direct respondent to pay compensation of Rs.5,00,000/- for the damages caused to them (complainants) in terms of mental agony and harassment due to unfair trade practices and deficiency in services of the respondent; and

c. to direct respondent to pay compensation of Rs.1,10,000/- towards the cost of litigation;

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

9. The respondent contested claim of complainant by filing a written reply. It is averred that the present complaint seeking compensation on account of alleged business loss, rental loss, mental agony and litigation expenses is wholly misconceived, legally untenable and liable to be dismissed in limine.

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10. That the complainants had merely deposited a sum of Rs.3,00,000/- as a registration amount during the soft launch stage of the project for a proposed commercial unit. The said payment was only a provisional registration amount and was not part of the sale consideration of the unit nor did it create any vested or enforceable right in favour of the complainants.

11. That the respondent vide letter dated 09.11.2021 clearly informed the complainants that the amount of Rs.3,00,000/- was only a registration amount and that the complainants were required to deposit 10% of the total cost of the commercial unit in order to proceed further with the booking. The said communication also specifically stated that mere payment of the registration amount does not entitle the complainants to claim any right, title or interest in the said unit.

12. That despite the aforesaid communication, the complainants failed to make the required payment towards the said unit and did not take any steps to proceed further with the booking. The complainants admittedly did not pay even a single instalment towards the said unit apart from the registration amount, which clearly reflects their lack of intention to proceed with the transaction.

13. That in view of the failure of the complainants to comply with the payment requirements, the respondent was constrained to

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cancel the provisional allotment of the said unit on 22.03.2022, which was duly communicated to the complainants. No Builder Buyer Agreement was ever executed between the parties and therefore, there was never any concluded contract governing the rights and obligations of the parties.

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. It is contended by learned counsel for the respondent that the complainants paid merely a sum of Rs.3 lakhs and no BBA was executed between the parties. When they (complainants) failed to pay remaining amount, the unit allotted to them was cancelled. According to learned counsel, the complainants are not entitled to any compensation.

17. On the other hand, according to learned counsel for the complainants, his clients paid Rs.3 lakhs and requested the respondent to issue allotment letter and to execute BBA, but the respondent failed either to issue allotment letter or to execute BBA. The complainants were constrained to approach the Authority by filing a complaint and the Authority finding fault with the respondent has directed the later to

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refund entire amount paid by the complainants along with the interest. Copy of such order is on the record.

18. No conclusive evidence has been adduced by the complainants to substantiate as how they are entitled to compensation of Rs.15 lakhs for damages caused to them. Even then, when the complainants are found entitled for compensation, their case cannot be thrown away for want of conclusive evidence. This forum is duty bound to assess amount of compensation keeping in view section 72 of the Act and facts and circumstances of the case.

19. True, before allowing refund of the amount along with interest, the Authority noted that "*despite making payment of Rs.3 lakhs through a cheque, no allotment letter was issued and no builder buyer's agreement was executed. The respondent failed to state any reason as to why no allotment letter was issued by the same, despite receiving said amount of Rs.3 lakhs from the complainants. The complainants fulfilled their part of agreement by making initial payment, but the builder failed to provide necessary documentation and formalize the transaction through an allotment letter or builder buyer agreement. Without these crucial documents, the complainants may have been justified in withholding further payments*". The Authority did not agree with the plea that the commercial unit allotted to the complainants was cancelled due to their

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fault for not making payment of allotment money. According to it (the Authority), the complainants were justified for not making payment, as no terms and conditions regarding payment plan had agreed between the parties.

20. Keeping in view the aforesaid finding of the Authority, in my opinion, the respondent failed in its duty to issue allotment letter and to execute BBA despite receiving payment and hence liable to compensate the complainants.

21. Admittedly, there is no dispute that the complainants paid Rs.3 lakhs on 17.09.2015 and the Authority directed refund of amount vide order dated 05.07.2024.

22. According to Google (AI overview) commercial property prices in Sector-90 Gurugram, experienced steady growth from September 2015 to July 2024, driven by the rapid transformation of New Gurugram, improving connectivity to NH-48..... Sector-90 was largely an emerging/nascent micro-market in New Gurugram where early commercial and high-street/retail projects were either in the conceptual, launch or early construction phase.....Ground floor retail and specialized commercial spaces accelerated substantially, reaching Rs.15000 to over Rs.35000+ per sq. ft..... Overall cumulative capital

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appreciation across New Gurgaon commercial-retail segments during the post 2021 surge crossed 80% to 120%.

23. Considering the aforesaid conclusion by AI overview, it can be presumed that the amount invested by the complainants i.e. Rs. 3 lakhs, if was invested in some other similar project would have been appreciated to 100%. The complainants are thus allowed a sum of Rs.3 lakhs as compensation for loss of appreciation. As mentioned above, the Authority has allowed refund of amount paid by the complainants.

24. The complainants have also prayed for compensation of Rs.5 lakhs on account of damages caused to them in terms of mental agony and harassment. Apparently, when the complainants paid Rs.3 lakhs as a token money, but the respondent neither gave any information about the unit nor executed any Builder Buyer's Agreement, all this caused mental and physical harassment to the allottees/complainants. Rs. 5 lakhs appear to be highly excessive, the complainants are allowed a sum of Rs.50,000/-, as compensation on this count.

25. The complainants have further prayed a sum of Rs.1,10,000/- towards the litigation cost. No court fee is required to be paid to the Authority, while filing any such a complaint. Even then, it is evident that

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the complainants were represented by a lawyer during the proceedings of this case, same are allowed a sum of Rs.50,000/- 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.

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

Announced in open Court.
today i.e. **on 30.10.2026.**

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

Present: Mr. Himanshu Gautam, Advocate for complainants.
Ms. Sanya Arora, Advocate for the respondent.

Order is not ready due to overwork. To come on 30.10.2026 for order.

(Rajender Kumar)
Adjudicating Officer,
01.10.2026.

Present: Mr. Himanshu Gautam, Advocate for complainants.
Ms. Sanya Arora, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
30.10.2026