

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

Complaint No.: 3532-2025

Date of Decision: 06.08.2026

Gaurav Dimri, resident of C-502, Sea Show Apartment, Plot 14, Sec. 19B, Dwarka South West Delhi- 110075.

.....Complainant

Versus

M/s Ocean Seven Build-tech Private Limited, Regd. Office At: 505-506, 5th Floor, Tower B-4, Spaze I-Tech Park, Sohna Road, Gurugram- 122018, Haryana.

.....Respondent

APPEARANCE

For Complainant:

Mr. Deepak Kaushik, Advocate.

For Respondent:

None (Defence of respondent was struck of vide order dated 02.01.2026.

ORDER

This is a complaint, filed by Mr. Gaurav Dimri (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s Ocean Seven Build-tech Private Limited (promoter).

2. Briefly stated, according to the complainant, the respondent is a developer/builder and he (complainant) booked a flat in the respondent's

project namely "The Venetian", by paying booking amount of Rs.1,16,671/- vide cheque dated 16.12.2020. Thereafter, respondent issued an allotment letter on 09.03.2021 in favour of the complainant. The respondent through said letter intimated the complainant that he is a successful applicant in the draw conducted and has been allotted a 2BHK flat bearing no. 1602 in Tower 4 having a carpet area of 571.105 sq. ft. and balcony area of 98 sq. ft.

3. That the respondent along with the allotment letter raised a demand of Rs.4,72,518/- payable before 24.03.2021 which was paid by the complainant well within time on 19.03.2021. Thereafter, respondent raised a demand of Rs.2,94,596/- vide letter dated 26.08.2021 which was duly paid by the complainant on time vide cheque dated 07.09.2021. Subsequently, an invalid demand letter dated 23.02.2022 was sent by the respondent which was due on 09.03.2022. To the utter shock and dismay of the complainant the said demand was premature and not raised as per payment plan. The complainant was shocked to know that the respondent had failed to get the necessary environment clearance for the project.

4. That consequently, vide email dated 26.09.2022 the complainant again requested the respondent to allot him a property in their other project and adjust the amount paid by him in this project but again no relevant response was provided by the respondent. As per demands raised

by the respondent, he (complainant) had paid a total of Rs.8,83,785/- out of the total sale consideration of Rs.23,33,420/- i.e. almost 35% of the total sale consideration before the execution of the Builder Buyer Agreement (BBA) violating section 13 of the Act of 2016.

5. That being aggrieved with the acts of the respondent, he (complainant) filed a complaint bearing no. 8094 of 2022 before the Authority seeking refund along with interest on the amount of money paid by him. The Authority upon considering the facts and circumstances vide final order and judgment dated 20.02.2024 directed the respondent to refund the amount i.e. Rs.8,83,785/- received by the respondent at the rate of 10.85% p.a. from the date of each payment till the date of actual refund. The execution of the said judgment is still pending before the Adjudicating Authority, vide execution petition RERA-GRG-2547-2024.

6. Contending all this, complainant has sought following reliefs/ compensations: -

- i. to direct the respondent to pay further interest @ 1.15% (12%-10.85%) on the amount paid by the complainant.
- ii. to direct the respondent to provide compensation of Rs.2,40,000/- towards loss on account of non-maintenance of FD (Fixed Deposit in the Bank) i.e. opportunity cost.
- iii. to direct the respondent to provide compensation of Rs.30,00,000/- towards loss of Escalation cost as the current

rate of the unit in question has been escalated steeply in the last 4 years.

- iv. to direct the respondent to pay Rs.11,00,000/- towards the rental loss incurred to the complainant.
- v. to direct the respondent to provide compensation of Rs.1,00,000/- towards the legal costs incurred.
- vi. to direct the respondent to pay Rs.2,00,000/- penalty for violation of the laws under Real Estate Regulatory Act and accepting the payments with fraudulent intent.
- vii. to direct the respondent to provide compensation of Rs.5,00,000/- for continuous harassment and mental agony to the complainant due to their non-compliance of the judgment dated 20.02.2024 of the Hon'ble Authority.
- viii. To grant any other relief/direction that the Adjudicating Officer deem fit.

7. The respondent did not contest the claim of complainant despite service of notice. It was proceeded exparte and its defence was struck off vide order dated 02.01.2026.

8. Complainant filed affidavit in support of his claim. I have heard learned counsel for complainant and perused the record.

9. When respondent did not opt to contest the complaint despite service of notice, it can be presumed that same did not intend to deny the facts of case, as alleged by the complainant. As described above, the complainant approached the Authority by filing a complaint no. 8094/2022 seeking direction to the respondent to refund the entire paid-up amount

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along with interest and also compensation to the tune of Rs.2,00,000/- for causing mental agony. The Authority allowed said complaint vide order dated 20.02.2024 and respondent was directed to refund the entire paid-up amount of the complainant as per clause 5(iii)(b) of the Affordable Housing Policy, 2013 as amended time to time from due date of each payment till actual realization of the amount.

10. The Authority noted that the Builder Buyer Agreement was not executed between the parties in respect of subject unit and as per clause 1 (iv) of the Policy, the project under said policy was required to be necessarily completed within 4 years from the date of approval of building plans or grant of environment clearance, whichever is later. In the absence of approval of building plans, due date of possession could not be ascertained. Observing that the respondent failed to obtain environment clearance from the competent authority till date, the Authority found that licensee failed to get environment clearance and hence liable to refund the amount, along with interest.

11. I agree with learned counsel for complainant alleging that after discussion between the parties the respondent issued an allotment letter and same can be termed as an agreement between the parties. Apparently, when the respondent failed to fulfil part of its agreement, may for want of

environment clearance certificate, in view of Section 18 (1) of the Act of 2016, the respondent was liable to refund the amount as well as to pay compensation to the allottee i.e. complainant.

12. It is contended by learned counsel for complainant that as per clause 5(iii)(b) of the Affordable Housing Policy, 2013, his client was entitled to get refund of the amount along with 12% per annum interest but the Authority allowed interest at rate 10.85% per annum ^{only} according to Rule 15 of the Rules, 2017. Learned counsel requests for direction to the respondent to pay remaining interest at rate 1.15% per annum.

13. Despite citing the provision of Affordable Housing Policy, the Authority opted to award interest at rate 10.85% per annum. This forum (AO) cannot sit in appeal against the order of the Authority. If the complainant has any grievance in this regard, same could have approached the Authority again, seeking review of order or to file appeal before the Appellate Tribunal. No reason to award any further interest in this regard.

14. So far as the compensation towards loss on account of non-maintenance of fixed deposit, is concerned, even if the complainant had to break his fixed deposit with the Bank to pay to the promoter-respondent, I find it not proper to award compensation for loss in this regard, when


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former (complainant) has claimed awarding of compensation, on other counts, mentioned hereinafter.

15. The complainant has requested for compensation of Rs.30,00,000/- towards loss of escalation cost of price of residential house. Copy of collector rates in Gurugram for year 2025 has been put on file. If same are taken as true, collector rates for that year in several sectors including sector 70, Gurugram (where project in question is situated), were enhanced to Rs.70,000/- per sq. yard in place of Rs.54,000/- per sq. yard, showing an increase of about 29.62%. According to AI Overview, residential property prices in Sector 70, Gurugram experienced an estimated price appreciation roughly 55% to 60% between Sept. 2021 and Feb. 2024.

16. It is worth mentioning that the complainant had paid an amount of Rs.8,83,785/- till September 2021 and the Authority directed respondent to refund the amount vide order dated 20.02.2024. Taking the appreciation at rate 30%, it can be presumed that if the complainant had invested same amount i.e. Rs.8,83,785/- to some other similar project, it would have appreciated to Rs.2,65,135/- up-to Feb. 2024. The complainant is thus allowed a sum of Rs.2,66,000/- (rounded up) as compensation for loss of escalation cost, to be paid by the respondent.


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17. The complainant further requested for Rs.11,00,000/- towards rental loss incurred by the same. When complainant has already been allowed loss of escalation cost, no reason to allow compensation in the name of rental loss. Request in this regard is declined.
18. The complainant further requested to provide compensation of Rs.1,00,000/- towards legal costs and Rs.5,00,000/- for continuous harassment and mental agony.
19. No court fee is required to be paid to the Authority while filing a such complaint. Even then, it is apparent that complainant was represented by a lawyer during proceedings of this case, same is allowed a sum of Rs.50,000/- as cost of litigation. Similarly, when despite receiving payment of Rs.8,83,785/-, the respondent did not start even construction of the project. All this apparently caused mental agony and physical harassment to the allottee-complainant. Rs.5,00,000/- appears to be excessive. Complainant is allowed a sum of Rs.1,00,000/- on this count to be paid by the respondent.
20. The complainant has again sought compensation of Rs.2,00,000/- as penalty for violation of laws by the respondent. Compensation as provided earlier has already been allowed to the complainant against the respondent for violating the laws, no further

provision is mentioned by the complainant, which would have attracted further penalty upon the respondent. No reason to allow any such compensation.

21. The respondent is directed to pay aforesaid amounts of compensation along with interest at rate of 11% per annum from the date of this order till realization of amount.

22. Complaint is thus disposed of.

23. File be consigned to the record room.

Announced in open court today i.e. on **06.08.2026**.


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

Present: Mr. Deepak Kaushik, Advocate for complainant.
None for respondent. (Defence of respondent was struck off vide order dated 02.01.2026).

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
06.08.2026