

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

Complaint No. :2577-2025

Date of Decision: 02.09.2026

Mr. Gautam Jain resident of 102, West 18, Silver Oaks Apartment, DLF
City Phase-I, Gurugram, Haryana-122002.

..... **Complainant.**

Versus

M/s Vatika Limited, Vatika Triangle, 7th Floor, Sushant Lok-I, Block-
A, Mehrauli, Gurugram Road, Gurugram-122002, Haryana, India.

..... **Respondent.**

APPEARANCE

For Complainant: Ms. Deepika Yadav, Advocate
For Respondent: Mr. Venket Rao, Advocate.

ORDER

This is a complaint filed by Mr. Gautam Jain (allottee),
under section 31 of The Real Estate (Regulation and Development),
Act 2016 (in brief "Act of 2016") against M/s Vatika Limited
(promoter).


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2. According to complainant, on 14.11.2011, the original allottees Ms. Poonam Verma & Mr. Vikas Verma booked a plot bearing No.3/ST.84E-4/240 admeasuring 240 sq. yards in the project "Vatika India Next" located at Sector-84, being developed by the respondent. A Plot Buyer's Agreement (PBA) between the original allottees and the respondent was executed on the same date i.e. 14.11.2011.

3. That he (complainant) being interested in buying a plot in the aforesaid project contacted the previous allottees and the respondent agreed for the endorsement of the aforesaid plot in his favour. He (complainant) availed a loan of Rs.65 lakhs from Standard Chartered Bank. The aforesaid allotment got endorsed in his (complainant's) favour vide endorsement letter dated 02.01.2013. Total sale consideration was agreed as Rs.1,07,76,835/-, out of which, an amount of Rs.59,07,259/- was paid as and when demanded by the respondent. Due date of possession was agreed as 14.11.2014, but the respondent failed to handover the possession within the prescribed period.

4. That on 15.05.2013, the respondent sent letter to him (complainant) stating that his allotted unit has been changed from

Plot No.3/ST/.84E-4/240 to Plot No.3/ST. P31/240/84P. That he (complainant) kept on asking the respondent to provide updates on the development works being carried out, but it never gave any satisfactory reply. On 02.09.2016, the respondent raised a demand of Rs.23,13,128/- without developing the plot.

5. That on 18.12.2016, he (complainant) made request to the respondent to refund the amount paid by him with an interest @24% per annum but no response has been received from it (respondent). On 18.09.2017, the respondent again raised demand for commencement of demarcation of plot for Rs.10,74,047/-. After causing excessive delay in possession, the respondent sent reminder for possession letter dated 23.11.2017. On 20.08.2018, the respondent issued letter for termination of plot.

6. That being aggrieved by the aforesaid conduct of the respondent, on 21.09.2018, he (complainant) filed a complaint before the Authority seeking refund of his amount. The Authority vide its order dated 06.02.2019 appointed a Local Commissioner to examine the actual status of the project in question. The Local Commissioner reported that the project in question did not exist in the year 2011. The Authority vide its order dated 02.05.2019 &

03.11.2020 directed the respondent to refund the amount paid by him (complainant) along with interest @10.70% from the date of each payment till the actual date of refund.

7. That the complainant has also suffered loss of rent. Due to delay in completion of the project, he had to stay in rental apartment with his family. The respondent has acted unreasonably, arbitrarily and fraudulently just to deceive the complainant and has utterly failed to fulfil its obligation to deliver the possession in time.

8. Citing facts as mentioned above, the complainant has prayed for following relief: -

- I. to direct the respondent to provide the compensation for rental loss @ Rs. 25,000/- per month incurred by the complainant along with interest thereupon due to the delay in possession of the Plot by the respondent from the date of possession i.e. 14.11.2014 till 22.02.2023, amounting to Rs. 37,14,476.88.
- ii. to direct the respondent to pay compensation of Rs.3,04,59,005/- towards opportunity cost suffered as due to inflation similar plot available in market @ price of Rs. 19,074/- per sq. ft.
- iii. to direct the respondent to pay compensation of Rs.63,78,750/- towards inflated cost of construction.
- iv. to direct the respondent to provide the compensation of Rs. 3,00,000/- towards the legal costs incurred.

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- v. to direct the respondent to pay the compensation of Rs.10,00,000/- for mental harassment, cheating and exploitation of innocence and beliefs caused to the complainant from last 12 years.

9. The respondent contested the complaint by filing a written reply. It is averred that on 15.05.2013, it (respondent) had sent a letter for revision in the numbering system of plots dated 15.05.2013. However, the plot of the complainant was not changed with respect to area, direction and location. The erstwhile allottees and the complainant had paid part payment against the total sale consideration.

10. That the construction was delayed due to various hindrances midway, which were beyond it's (respondent) control. Due to non-payments of outstanding dues and non-abidance of the PBA by the complainant, it (respondent) was compelled to send a notice of termination dated 06.12.2011 to the erstwhile allottees. Furthermore, it (respondent) sent a final opportunity letter dated 16.12.2011 for the outstanding payment of Rs.23 lakhs. After that, the respondent sent reminder of payment of instalment of Rs.21,54,744.19/- to the complainant vide letters dated 28.06.2016, 02.09.2016 & 03.10.2017 and then sent a final opportunity letter

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dated 11.12.2017 for intimation of possession. When the complainant failed to act lawfully and within scope of the PBA, the respondent sent notice of termination vide letter dated 20.08.2018.

11. That the complainant had also approached the Adjudicating Officer for execution of final order and it (respondent) had duly satisfied the decree by paying all the dues. On 22.02.2023, it had paid the complainant in entirety.

12. Denying all claims made by the complainant, the 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.1064/2018 was allowed by the Authority and the respondent was directed to refund the deposited amount along with interest at the prescribed rate of 10.70% per annum. The Authority noted that the respondent was obliged to handover possession of subject unit within a period of three years from the date of execution of BBA which comes out to be 14.11.2014. However, the respondent did not deliver the unit in time.

15. Section 18 (1) of Act 2016 provides that if the promoter fails to complete or unable to give possession of an apartment, plot or building, -

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) -----,

he shall be liable on demand to the allottee, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him----- **including compensation, in the manner as provided under this Act.**

16. From this provision, it is abundantly clear that in case promoter failed to complete the project or to give possession of an apartment, plot etc. in agreed time, the allottee is entitled for refund of the amount along with interest as well as compensation, determined in the manner as provided under this Act. The complainant was thus entitled for refund of the amount as well as compensation from the promoter i.e. respondent.

17. As described earlier, the complainant has sought compensation for rental loss at the rate of Rs.25,000/- per month, due to delay in possession from 14.11.2014 till 22.02.2023, again

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compensation of Rs.3,04,59,005/- towards opportunity cost suffered due to inflation similar plot available in market at the price of Rs.19,074/- per sq. ft. and further compensation of Rs.63,78,750/- towards inflated cost of construction.

18. To substantiate his claim, the complainant has put on file copy of some real estate sites i.e. Annexure C-12. Learned counsel for him (complainant) contended that her client had purchased subject unit at the rate of Rs.4972/- per square feet, but at present price of similar properties has risen to Rs.19,000/- per square feet. The quotations of prices of some real estate sites as relied upon by the complainant, 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.

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: -

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- (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 amount of sale consideration from the complainant, but failed to complete the construction and handover possession, the same (respondent) achieved disproportionate gain and unfair advantage causing consequential loss to the allottee/complainant.

21. According to learned counsel for the latter, her client took loan from the bank and paid interest on it. Complete detail of the same and the interest paid by the complainant are not submitted before this forum. In such a circumstance, this forum has to determine the amount of compensation keeping in view the facts of the case and also prevailing circumstances.

22. According to AI Overview, between November 2014 (due date of possession) to May 2019 (date of order for refund), residential plot and land values in Sector-84, Gurugram experienced a relatively flat to modest appreciation phase, generally moving from an average range of Rs.5000/- to Rs.6500/- per square ft. up to

roughly Rs.7000/- to Rs.8500/- per sq. ft. as the micro market near Dwarka Expressway and NH-8 developed its initial infrastructure. New Gurugram sectors saw cautious buyer sentiment following initial speculative launches, with land and plot ticket sizes stabilizing. Prices remained largely range-bound due to slow delivery timelines of connecting arterial roads and delayed infrastructure implementation around the Dwarka Expressway corridor..... Renewed construction activities, approach road clearances and physical possession milestones.....pushed baseline appreciation up by roughly 15% to 25% overall across 4-5 years window.

23. Overall price appreciation is thus taken between 15% to 25% i.e. 20%. As noted by the Authority, the complainant paid Rs.59,07,259/- out of total sale consideration of Rs.1,07,76,835/-. If this amount of Rs.59,07,259/- would have been invested by the complainant in some other similar project in nearby area, the same would have appreciated to Rs.11,81,452/-. As noted above, the Authority has already allowed refund of the amount. The complainant is thus allowed a sum of Rs.11,81,000/- (rounded up) as compensation for loss of appreciation in price of residential units, to be paid by the respondent.

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24. As the complainant has been allowed compensation for loss of appreciation, I find no reason to grant compensation in the name of rental loss or inflated cost of construction. Request in that regard is declined.

25. The complainant has also prayed for compensation of Rs.10 lakhs for mental harassment, cheating and exploitation. Apparently, when the complainant paid considerable amount of sale price, but the respondent failed to complete the project, all this caused mental and physical harassment to the allottee/complainant. Rs. 10 lakhs appear to be highly excessive, the complainant is allowed a sum of Rs. One lakh, as compensation on this count.

26. The complainant has further prayed a sum of Rs.3 lakhs as legal fees. No court fee is required to be paid to the Authority, while filing any such complaint. Even then, it is evident that the complainant was represented by a lawyer during the proceedings of this case, same is allowed a sum of Rs.50,000/- as litigation expenses.

27. 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.

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

Announced in open court today i.e. **on 02.09.2026**



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

Present: Ms. Deepika Yadav, Advocate for the complainant.
Mr. Venket Rao, Advocate for the respondent.

Order is not ready due to overwork. To come on
02.09.2026 for order.


(Rajender Kumar)
Adjudicating Officer,
27.08.2026

Present: Ms. Deepika Yadav, Advocate for the complainant.
Mr. Venket Rao, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
02.09.2026