

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

Complaint No. :3297-2024

Date of Decision: 02.09.2026

1. Col. Pramod Kumar Mishra,
2. Saroj Singh, both residents of H. No. 596, Sector 5, Vikas Nagar, Lucknow (U.P.), Pin Code- 226022 or 9445, C9, Vasant Kunj, New Delhi - 110070.

.....Complainants

Versus

M/s Vatika Limited, Registered Office: Unit No. A-002, INXT City Centre, Ground Floor, Block A, Sector-83, Vatika India Next, Gurugram, Haryana-122012.

.....Respondent

APPEARANCE

For Complainants:

Mr. Devashish Pathak, Advocate.

For Respondent:

Mr. Dhruv Dutt Sharma, Advocate.

ORDER

This is a complaint filed by Col. Pramod Kumar Mishra and Ms. Saroj Singh (allottees), under Section 31 of The Real Estate

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(Regulation and Development), Act 2016 (in brief "Act of 2016"), against M/s. Vatika Limited (promoter).

2. Briefly stated, according to the complainants, in the year 2012, they sought to purchase a house in Gurugram. They learnt about a respondent's project "XPRESSIONS", located at Dwarka Expressway, Sector-88B, Gurugram. Being impressed by the project's amenities, which were outcasted on paper, they (complainants) applied for an apartment and entered into an Allotment Agreement on 06.11.2015. The total consideration for the unit was agreed as Rs.1,04,39,097.50/-, including car parking. A Builder-Buyer Agreement (BBA) between the parties was executed on 11.08.2016. They (complainants) paid Rs.21,19,126/- from 06.11.2015 to 13.06.2017.

3. That they (complainants) were allotted unit No. HSG-028, Plot No. 27, Level 2, measuring 1700 sq. ft. The respondent assured project completion and possession by 11.08.2020, with an extension of 60 days. Despite making all payments, the complainants did not see any significant progress in the project, indicating deceit and unprofessionalism by the respondent.

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Repeated requests for updates went unheeded, prompting the complainants to serve a legal notice on 13.04.2021.

4. That the respondent's delay breaches the agreement and statutory requirements, making timely possession unlikely. The complainants sought possession of the allotted unit with a delayed penalty or, alternatively, a full refund with interest at the statutory rate along with compensation for other damages. Subsequently, they (complainants) filed complaint bearing no.4089/2021 against the promoter/builder on 19.10.2021. The Authority pronounced a judgment for refund of the entire amount paid by the complainants to the promoter. Furthermore, the Authority allowed the complainants to file an application before this Court to calculate compensation for damages with respect to the aforementioned issues.

5. That from July 2021 to November 2022, they (complainants) were compelled to personally bear the entire cost of rented accommodation due to the respondent's failure to provide alternate accommodation or deliver possession of the allotted unit during this period. The Department i.e. Indian Army, did not grant/provide official accommodation for the said duration

as well, effectively forcing them to incur substantial rental expenses out of pocket. This expenditure directly arose as a consequence of the respondent's delay and breach of contractual obligations regarding timely possession.

6. Citing facts as mentioned above, the complainants prayed for following compensations: -

- (a) to direct the respondent to pay compensation for the delay in delivery of possession of the residential unit as per the Builder Buyer Agreement and RERA Judgment, amounting to Rs.4,89,000/-;
- (b) to award interest on the said compensation at the rate of 12% per annum, as per agreed terms, amounting to Rs.1,88,006/- for the period of delay in refund/transfer;
- (c) to direct the respondent to refund the rent of Rs.5,22,000/- paid by the complainants for alternative accommodation, along with applicable interest, for the period from July 2021 to November 2022, until final refund;
- (d) to grant compensation of Rs.1,00,000/- for harassment and mental agony suffered by the complainants due to the acts and omissions of the respondent;
- (e) to award a sum of Rs.1,00,000/- towards legal costs incurred by the complainants;
- (f) to pass such other order as it may deem fit.

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7. The respondent contested the complaint by filing a written reply. It is averred that each and every averment and contention, as made/raised in the complaint, unless specifically admitted, be taken to have been categorically denied by respondent and may be read as travesty of facts. It has been categorically agreed between the parties that subject to the complainants having complied with all the terms and conditions of the Buyer's Agreement and not being in default under any of the provisions of the said Agreement and having complied with all provisions, formalities, documentation etc., the developer contemplates to complete the construction of the said residential floor within a period of 48 months from the date of execution of the BBA unless there shall be delay due to force majeure events and failure of allottees to pay in time the price of the said residential floor.

8. That it had been ²~~also~~ agreed between the parties that in case the delay is due to the reasons beyond the control of the developer, then the developer shall be automatically entitled to the extension of time for delivery of possession. Further, the developer may also suspend the project for such period as it may consider

expedient. It is denied that the sale consideration amount for the unit was Rs.1,04,39,097.50/-. It is submitted that the total sale consideration amount was Rs.1,12,96,253.50/-, rather the total sale consideration amount was exclusive of the registration charges, stamp duty charges, service tax and other charges which were to be paid by the complainants at the applicable stage. It is denied that the respondent assured to complete the project and handover the possession by 11.08.2020. The timeline to complete the project was only tentative and not final.

9. Stating all this, respondent prayed for dismissal of the complaint.

10. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and gone through the evidence adduced by the parties.

11. Factual matrix i.e. allotment of unit HSG-028 measuring 1700 sq. ft. by the respondent in its project namely "XPRESSIONS", Sector-88B, Gurugram, for total sale consideration of Rs.1,04,39,097.50P., execution of BBA dated 11.08.2016 and the complainants paid a sum of Rs.21,19,126/- up to 13.06.2017 are not disputed. All these facts are verified by the Authority in its

order dated 23.04.2024 passed on the complaint filed by the present complainants.

12. It is contended by learned counsel for the complainants that his clients suffered heavy loss due to delay by the respondent in handing over possession of subject unit. They took loan from HDFC bank and paid interest upon it. Statement of bank account has been produced in this regard. Similarly, according to learned counsel, the complainants took a house on rent and paid rent to the landlord. Learned counsel requests to award compensation for both i.e. interest paid to the bank as well as rent paid to the landlord, contending that if the respondent delivered possession in time, his clients did not need to take house on rent.

13. Per contra, according to learned counsel for respondent, it did not make much difference if the complainants took loan from the bank as it was not relevant for the respondent that how an allottee procures money to pay sale consideration. Similarly, the area, where the project in question is situated is not heavily populated area and the rent is very low. It not clear that as how much big house, the complainants had taken on rent. It is

further plea of learned counsel that when the Authority has already allowed interest on the amount paid by the complainants to his client, it will amount ^{to} ~~be~~ double jeopardy to direct the respondent to pay compensation also.

14. 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.**

15. 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

complainants were thus entitled for refund of the amount as well as compensation from the promoter i.e. respondent.

16. Keeping this fact in mind, I am not in consonance with the counsel for the respondent alleging that when the Authority has already allowed interest on the amount paid by the complainants, the latter are not entitled for any compensation.

17. So far as to compensate the complainants for rent paid by them or to allow refund of interest, which was paid by the complainants to the bank, are concerned, in my opinion, even if the complainants are entitled for compensation, to award same amount as they paid to landlord as rent or even to allow reimbursement of interest paid by them to the bank on loan taken to pay sale consideration, is not a proper criteria to compensate. As contended by counsel for respondent, it does not matter much as how an allottee arranged money of sale consideration.

18. When the complainants are found entitled for compensation, it is for this forum to adjudge the amount of compensation, even if no conclusive evidence has been adduced in this regard by the complainants. 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.

19. Apparently, when the respondent enjoyed the money paid by the complainants and did not deliver possession in agreed time, the same (respondent) ^{received} ~~achieved~~ disproportionate gain and unfair advantage, causing consequential loss to the allottees/complainants.

20. Even as per complainants, the same had paid Rs.21,19,126/- to the respondent up to 13.06.2017. At the cost of repetition, it is pointed out that the Authority vide order dated 23.04.2024 has directed the respondent to refund the amount paid by the complainants along with interest. Undisputedly, the amount has been paid by the respondent. According to AI overview

between June 2017 (till when the complainants had paid Rs.21,19,126/- to the respondent) and April 2024 (order of the Authority), residential house and builder floor prices in Sector 88B, Gurugram, experienced an estimated total appreciation of 100% to 140%. Taking that, if the amount paid by the complainants had appreciated to 100% during this period, the complainants are entitled for similar amount of compensation i.e. 21,19,126/-. The complainants are thus allowed a sum of Rs.21,20,000/-(rounded up) as compensation for loss of appreciation in price of residential units to be paid by the respondent.

21. When the complainants could not get their dream unit despite making part payment of sale consideration, all this apparently caused mental harassment and agony to them (complainants). Same are allowed a sum of Rs.1,00,000/- as compensation for mental agony and harassment. No court fee is required to be paid to the Authority, while filing a complaint. It is apparent from record that the complainants were represented by an advocate during proceedings of this case, same are thus allowed a sum of Rs.50,000/- as cost of litigation.

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22. 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.

23. 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: Mr. Devashish Pathak, Advocate for the complainants.
Mr. Dhruv Dutt Sharma, Advocate for the respondent.

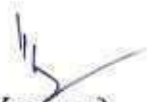
Order is not ready due to overwork. To come on
02.09.2026 for order.


(Rajender Kumar)
Adjudicating Officer,
26.08.2026

Present: Mr. Devashish Pathak, Advocate for the complainants.
Mr. Dhruv Dutt Sharma, 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