

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

**Complaint No. :4384-2024
Date of Decision: 07.09.2026**

Parvesh Data & Shilpa Singh, residents of H.No.P-5A, Circular Road,
New Colony, near Mehta Showroom, Gurugram.

.....Complainants.

Versus

Vatika Limited INXT City Centre, Fourth Floor, Block-A, Sector-83,
Vatika Indian Next, Gurugram, Haryana-122012.

.....Respondent.

APPEARANCE

For Complainants:
For Respondent:

Mr. Sukhbir Yadav, Advocate.
Mr. Shivaditya Mukherjee, Advocate.

ORDER

This is a complaint filed by Parvesh Data & Shilpa Singh
(allottees) under section 31 of The Real Estate (Regulation and
Development), Act 2016 (in brief Act of 2016), against Vatika
Limited (promoter).

2. Briefly stated, according to complainants, they being
allured by the representations of the marketing staff of the
respondent, booked a 3BHK residential floor/apartment in the
project "Vatika Tranquil Heights" promoted by the respondent,



situated in Sector-82A, Gurugram and paid booking amount of Rs. 8 lakhs. Total sale consideration was agreed as Rs.1,26,39,000/-. A 3BHK unit bearing No.2301 on 23rd Floor in Tower-A having an area of 1915 sq. ft. was allotted in their (complainants') favour vide allotment letter dated 30.09.2014. A Builder Buyer's Agreement (BBA) was executed between the parties on 15.10.2015. Due date of possession agreed as 15.10.2019.

3. That they (complainants) kept on paying all the installments and demands as and when raised by the respondent and paid a sum of Rs.77,14,721/- till July 2019 i.e. before the due date of possession. That since August 2019, they (complainants) kept on visiting the office of the respondent as well as the construction site and made several efforts to get possession of the allotted unit, but all in vain.

4. That due to the respondent's failure to meet its obligations and deliver possession of their (complainants') unit by the agreed upon date, they requested a refund of their payments, plus interest, but the respondent failed to do so. They (complainants) suffered mental and financial distress, receiving nothing in return for their investment.

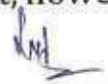

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5. That being aggrieved by the acts, conducts and deficiencies of the builder/respondent, they (complainants) filed a complaint No.4251 of 2021 against the respondent before the Authority. The Authority vide its order dated 21.03.2023 directed the respondent to refund the paid-up amount received from the allottees along with prescribed rate of interest.

6. Contending all this, complainants have sought following compensations/reliefs: -

- i). to direct the respondent to pay compensation of Rs.1,25,43,250/-for loss of opportunity;
- ii. to direct the respondent to pay compensation of Rs.10 lakhs for causing mental agony.
- iii. to direct the respondent to pay compensation of Rs.2 lakhs towards litigation costs.

7. The respondent contested claim of complainants by filing a written reply. It is averred that the complainants raised false, frivolous, misleading and baseless allegations against the respondent with intent to make unlawful gains. They (complainants) after a delay of almost 3 months executed BBA after repeated reminders. That as per BBA, the respondent provided an estimated time period of 48 months for completion of the project, however, the


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same could not be completed within the prescribed period due to various hindrances, which were unavoidable and purely beyond its (respondent's) control.

8. That the complainants along with refund of their full amount also received interest, which is to compensate them for non-possession of the unit. The calculation of rental loss to the complainants is on the basis of the assumption that the unit will be rented out immediately. That the interest awarded by the Authority will be said to be in compensatory nature. Therefore, awarding compensation and interest on the same transaction shall be considered injustice towards it (respondent).

9. Denying all averments of complaint, the respondent prayed for dismissal of complaint.

10. 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.

11. Factual matrix i.e. allotment of Unit No.2301 (3 BHK flat) in the project of the respondent "Vatika Tranquil Heights", Sector-82A, Gurugram for total cost of Rs.1,26,39,000/- inclusive of PLC etc., execution of BBA on 15.10.2015 and the fact that the complainants paid a sum of Rs.77,14,721/- did not remain in


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dispute. In another complaint filed by the present complainants against the same respondent seeking refund of the amount, the Authority noted that due date of possession was 27.07.2019. The Authority allowed the aforesaid complaint and directed the respondent/promoter to refund the paid-up amount as received from the allottees/complainants along with interest at the prescribed rate of 10.70% per annum from the date of each payment till the date of actual realization of amount.

12. The plea raised by the respondent that the project in question could not be completed within the prescribed period due to various hindrances, which were unavoidable and purely beyond its control, did not find favour of the Authority and the same was rejected. The Authority held the respondent responsible for failing to complete the project within the agreed time.

13. 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**


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compensation, in the manner as provided under this Act.

14. 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.

15. The complainants have prayed for compensation of Rs.1,25,43,250/- for loss of opportunity. It is contended by learned counsel for the complainants that although circle rates for Tehsil Gurugram in the year 2014-2015 for licensed colonies in Sector-68 to 113 were Rs.2600/- per sq. ft. but his client purchased unit in question with basic sale price of Rs.6300/- per sq. ft. The said circle rates for year 2023 (date of order for refund) were increased to Rs.5500/- per sq. ft. A copy of circle rates has been put on file. Learned counsel for the respondent did not dispute these circle rates during the arguments. Even the circle rates from the year 2015 (date of BBA) till the date of order for refund, increased at the rate of 111.5% $(5500-2600=2900/2600 \times 100)$. According to learned counsel, calculating at the same rate, if the complainants would have


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invested same amount i.e. Rs.77,14,721/- in some other similar project in that area, same would have appreciated to Rs.86,01,913/- (77,14,721 X 111.5%).

16. ~~According to~~ Google (AI overview) tells something else. According to it, residential properties in Sector-82A, Gurugram experienced an overall price appreciation of approximately 25% to 35% between July 2019 and March 2023. Average property rates in new Gurugram's Sector-82A, hovered around Rs.6300/- to Rs.6500/- per sq. ft. characterized by slow post RERA stabilization and cautious buyer sentiment. Average prices climbed to roughly Rs.9150/- per sq. ft. as post pandemic housing demand surged across new Gurugram corridors.

17. Even if it is presumed that money invested by the complainants in purchasing subject unit would have appreciated by 25%, the complainants are presumed to have suffered loss of Rs.19,28,680/- due to fault of the respondent for not completing the project/unit in question in time. The complainants are thus allowed a sum of Rs.19,29,000/-(rounded up) as compensation for loss of appreciation.

18. When the complainants could not get their dream unit despite making payment of more than 50% of sale consideration, all

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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. Amount of Rs.10,00,000/- as claimed by the complainants appears to be excessive. Similarly cost of litigation of Rs.2 lakhs is also excessive. 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.

19. 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.

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

Announced in open court today i.e. **on 07.09.2026**


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

Present: Mr. Sukhbir Yadav, Advocate for the complainants.
Mr. Shivaditya Mukherjee, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
07.09.2026