

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

Complaint No. :5249-2024

Date of Decision: 09.09.2026

1. Vipul Puri son of late Yash Pal Puri,
2. Chaitanya Puri son of Vipul Puri, both residents of H.No.961,
ACCO Road, Sector-40, Gurugram, Haryana-122002.

.....Complainants.

Versus

DSS Buildtech Pvt. Ltd., having its Registered Office at :506, 5th Floor,
Time Square Building, B-Block, Sushant Lok Phase-I, Gurugram,
Haryana-122009 through its Managing Director.

.....Respondent.

APPEARANCE

For Complainants:

Ms. Inderdeep Kaur, Advocate.

For Respondent:

Ms. Himani, Advocate.

ORDER

This is a complaint filed by Mr. Vipul Puri & Mr. Chaitanya Puri (allottees) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016"), against DSS Buildtech Pvt. Ltd. (promoter).

2. According to complainants, vide allotment letter dated 05.02.2019, they were allotted a residential apartment/flat by the respondent bearing No.805, Tower-S-2 (Melia First Citizen) 8th Floor having a carpet area of 977 sq. ft. in its project named "The Melia"

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situated at village Mohamadpur Gujjar, Sector-35, Sohna, District Gurugram. Total sale consideration was agreed as Rs.67,21,532/-. A Builder Buyer's Agreement (BBA) between the parties was executed on 05.02.2019. They (complainants) paid a sum of Rs.17,64,010/- as per payment schedule of Agreement for sale. Due date of handing over of possession was agreed as on or before 25.10.2021.

3. That the respondent has delayed the project and they (complainants) after the lapse of promised date of possession i.e. 25.10.2021, visited the project site and found that the construction work of the project was way behind completion. They (complainants) contacted the officials of the respondent to know about the status of the project and the completion date, but no satisfactory answer was given to them.

4. That the complainant (Mr. Vipul Puri) sold his residential house in the year 2018/2019 from which he incurred a capital gain of Rs.1,28,58,000/-. He purchased residential apartment in question and paid an amount of Rs.17,64,010/- to the respondent on 05.02.2019 and balance amount of Rs.50 lakhs were deposited in his capital gains account. According to tax regulation, if the sale proceeds from the capital gains account are not utilized within three years, the entire utilized amount will be treated as long term capital gain tax.

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5. That due to delay caused by the respondent in handing over of possession of the above mentioned flat, they (complainants) were not able to utilize the amount and became liable to pay tax amounting to Rs.14,70,825/- including penalty. They had to bear a financial burden of Rs.40,000/- as monthly rent. The respondent has acted in a very deficient, unfair, wrongful, fraudulent manner by not delivering the said unit within the timelines as agreed in the BBA.

6. That during the pendency of the present complaint, the other case bearing No.5247 of 2024 pending before the Authority was decided by it vide order dated 06.08.2025, wherein respondent/promoter was held responsible in defaults of its obligations and the statue. That the present complaint was filed on 12.11.2024 and after completion of project, the respondent obtained Occupancy Certificate on 04.07.2025. Thereafter, it (respondent) raised an arbitrary and illegal demand of Rs.51,50,205/- along with offer of possession letter dated 10.07.2025.

7. That despite the Authority's direction to the respondent to adjust the delay possession charges and issue a fresh SOA within 15 days of the order and the legal notice dated 08.09.2025 served to the respondent by them(complainants), the respondent kept on issuing various reminders including final notice for payment dated

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24.10.2025. The respondent failed to handover possession of the flat to them (complainants) within the stipulated time period.

8. Contending all this, the complainants have sought following compensation: -

- i. to direct the respondent to pay an amount of Rs. 14,70,825/- as compensation to the complainants on account of capital gain tax which the complainants were made liable to pay since the respondent failed to hand over possession and to execute sale deed within the committed period i.e. 25.10.2021;
- ii. to direct the respondent to pay an amount of Rs. 5,60,000/- to the complainants as compensation towards the total house rent incurred upon the complainants till December, 2024 and further direct the respondent to pay monthly rent of Rs. 40,000/- until the respondent provides the physical possession of the apartment;
- iii. to direct the respondent to pay an amount of Rs. 15,00,000/- as compensation on account of mental and financial agony caused to the complainants by the respondent.
- iv. to direct the respondent to pay an amount of Rs. 2,00,000/- as compensation towards litigation charges incurred by the complainants.
- v. to direct the respondent to pay Rs.1,50,500/- for unilaterally increasing the amount of the last instalment due to increase in super area.
- vi. to direct the respondent to pay Rs. One Lakh for causing financial distress and risk of double/wrong taxation due to uncertainty in the rate of GST.
- vii. to direct the respondent to pay Rs. One lakh as compensation for raising illegal, arbitrary and coercive monetary demands


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without any adjustments and threatening cancellation of allotment even after the final order passed by the Authority.

9. The respondent contested claim of complainants by filing a written reply. It is submitted that the construction of the project was banned for 163 days in the State of Haryana, hence the due date of possession was 03.10.2022. That the demand raised in the offer of possession was in accordance with the payment plan in Schedule VI of the Builder Buyer's Agreement.

10. That a party cannot be permitted to pursue parallel proceedings for the same cause of action and reliefs before different forums. That the construction work of the aforesaid project is complete and the internal and external development of the project is ongoing. That the complainants have suppressed material facts including pendency of prior proceedings on the same property within the same cause of action, which amounts to unjust enrichment and contravenes the statutory scheme under the Act of 2016.

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

12. 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.


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13. Admittedly, the complainants had approached the Authority seeking delayed possession compensation (DPC) by filing a complaint no.5247 of 2024. Said complaint was allowed by the Authority vide order dated 06.08.2025 and the respondent has been directed to pay interest at the prescribed rate i.e. 10.90% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e. 25.04.2022 till offer of possession plus two months or actual handing over of possession after obtaining occupation certificate from the competent authority, whichever is earlier.

14. It is contended by learned counsel for the complainants that despite said order of the Authority, it is for the Adjudicating Officer to allow compensation for delay in handing over possession, in view of section 72 of Act of 2016.

15. As per Section 18 (1) of Act of 2016, if 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, (b)-----, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of


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that apartment, plot or building, as the case may be, with interest at such rate as may be prescribed in this behalf **including compensation, in the manner as provided under this Act.**

16. It is worth mentioning here that the complainants did not wish to withdraw from the project but prayed for delayed possession compensation, by filing a complaint with the Authority. The said complaint has already been allowed. Proviso added to sub section (1) of section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid by the promoter interest for every month of delay till handing over of possession, at such rate as may be prescribed. The parliament did not intend to provide compensation other than DPC, in case allottee does not intend to withdraw from the project.

17. Upholding that the claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project as per Section 18 (1) of Act of 2016, following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **"Greater Noida Industrial Development Authority vs. Ranjan Misra"** Appeal No. 70 of 2023 decided on 20.04.2023-----;

"13.9. If we closely examine the above two provisions, it comes out that in a case where the Allottee exists the projects, the Act expressly provides INTEREST AND COMPENSATION both, but in cases where the

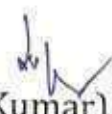
Allottee tends to stay in the project the Allottee is only entitled for interest of every month till the handing over of the possession. Thus, the intention of the legislature was to provide Compensation only to those Allottees who exit the project and not to those who tends to stay in the project."

18. Similar was finding of Haryana Real Estate Appellate Tribunal in case "TATA Housing Development Company Limited vs. Nitin Singhal & Surendra Kumar Singhal, Appeal No.737 of 2023 decided on February 17,2026.

19. When complainants have already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow separate compensation for same cause of action i.e. delay in delivering of possession.

20. Complaint in hands is thus dismissed. File be consigned to the record room.

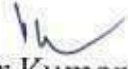
Announced in open Court
today i.e. **on 09.09.2026.**


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

Present: Ms. Inderdeep Kaur, Advocate for the complainants.
Ms. Himani, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
09.09.2026