

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

Complaint No. :3136-2023

Date of Decision: 08.09.2026

Ms. Veenu Chopra, through Power of Attorney holder Mr. Ajay Kumar Chopra, resident of C-89 South Extn. Part-II, Andrewsganj, South Delhi, Delhi-110049.

..... Complainant.

Versus

M/s International Land Developers Pvt. Ltd. B-418, New Friends Colony, New Delhi-110065.

..... Respondent.

APPEARANCE

For Complainant:

Mr. Rohan Khurana, Advocate.

For Respondent:

Ms. Himani, Advocate

ORDER

This is a complaint filed by Ms. Veenu Chopra through Power of Attorney Ajay Kumar Chopra (allottee), under section 31 of The Real Estate

(Regulation and Development), Act 2016 (in brief "Act of 2016") against M/s International Land Developers Pvt. Ltd. (promoter).

2. Briefly stated, according to the complainant, in December 2013, she booked a unit bearing No. B-401, 4th floor, Tower-B, measuring 1765 sq. ft. in the project "Arete" situated at Sector-33, Dhunela, Gurugram, being developed by the respondent, for a sum of Rs.87,30,195/-. The allotment letter was issued on 06.04.2014, however, no Builder Buyer's Agreement was executed between them. She (complainant) had opted for a construction linked payment plan and paid Rs.6 lakhs as booking amount. Due date of possession was agreed as 06.04.2017.

3. That on 01.05.2014, the respondent raised demand for Rs.4,71,731/-, which was paid by her (complainant) on 03.11.2014. When she (complainant) visited the site, construction of the project was not even started. The respondent rather sent various reminders to her for payment of dues. She (complainant) contacted the respondent several times about the delivery of the unit, but it did not give any satisfactory reply. She (complainant) never received the letter of possession. That she (complainant) paid total amount of Rs.22,67,230/-. Even after taking such a hefty amount, the builder did not deliver her unit.



4. Citing facts as mentioned above, the complainant has prayed for following reliefs: -

- a) The complainant has suffered a loss to the tune of Rs.20,000/-, expected monthly rental value of the commercial unit in the said project, if the respondent company would have handed over the timely possession of the unit and the complainant would have been enjoying the benefits of rent since the due date of possession which amounts to a total of Rs. 13,00,000/- (which is calculated from 06.04.2017 till 06.09.2022). Therefore, the respondent may be directed to pay the rental loss caused to the complainant to the tune of Rs. 13,00,000/-;
- b) That the complainant has been going through mental and physical agony as well as emotional trauma because of the delay as well as because of the rounds/communications/ personal visits the complainant has been making to the offices of the Respondent. It has been held by this Court that to deprive a person from his right apparently causes mental agony to the complainant and the mental agony enhances with the period of delay in delivery of the property and it further causes anxiety, pain and mental agony if in spite of the orders of the Authority, Gurugram, the refund is not given resulting in the complainant filing applications for execution as well as for compensation. The fact is that why should the complainant suffer so much of mental illness because of the irresponsible behaviour of the respondent. There is an old proverb "ubi jus ibi remedium" meaning where there is a right, there is a remedy. Hence in view of what has been elaborated above, the complainant is liable to be paid a sum of Rs. 10,00,000/- on account mental and physical agony, mental harassment and mental illness.
- c) That it is evident from the record that the complainant is being represented by an Advocate. The complainant has incurred an expense of approximately Rs. 1,50,000/- in pursuing the matter initially by filing a complaint for assured return before the


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Authority, Gurugram and subsequently for filing the petition for execution and now the complainant is moving an application towards the compensation. Therefore, the respondent be directed to handover the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons;

- d) to direct the respondent to pay the aforesaid amount along with due reciprocal and agreed compound interests from the date of this order till realization of amount.

5. The respondent contested the complaint by filing a written reply. It is averred that it (respondent) had timely informed the complainant about the stage of construction of the unit. The complainant was aware of the project and was also satisfied with every proposal deemed necessary for the development of the project in question. That the complainant has delayed the payments, thereby causing delay in handing over of possession. That Clause 18 of the agreement specifically deals with the force majeure events. That the complainant has sought the relief which is beyond the jurisdiction of the learned Adjudicating Officer. Further, the complainant has wrongly approached the learned Adjudicating Officer prior to final adjudication of its major relief of refund before the Authority and the present complaint can only be decided after the adjudication of the complaint pending before the Authority.


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6. Contending all this, the respondent prayed for dismissal of present complaint.

7. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties of case and perused the record.

8. The facts that complainant was allotted unit No. B-401, 4th Floor, Tower-B, measuring 1765 sq. ft. by the respondent in its Project "Arete", situated at Sector 33, Dhunela, Gurugram, for a total sale consideration of Rs. 87,30,195/-, due date of possession was agreed as 06.04.2017, and complainant paid a total of Rs. 22,67,230/- are not disputed on behalf of respondent. It is pointed out that complainant approached the authority seeking refund of the amount and said complaint (complaint no. 227/2021) was allowed by the authority vide order dated 06.09.2022. The respondent/promoter was directed to refund amount of Rs. 22,67,230/- received by the same from the complainant along with interest at the rate of 10.00% p.a. from the date of each payment till actual date of refund of the amount.

9. Learned counsel for respondent contended that complainant was timely informed about the stages of construction. If the completion of


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project was delayed, same was beyond the control of his client i.e. respondent. It was further contended that the authority has already allowed refund of the amount, the complainant cannot claim compensation.

10. On the other hand, according to learned counsel for complainant his client was forced to make payments despite the fact that construction was not started even when project was not completed as agreed. His client (complainant) was forced to approach the authority seeking refund of the amount, otherwise, same wanted her dream unit.

11. While deciding aforesaid complaint the authority noted as---

"the promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him".

12. In this way, the authority found fault with the respondent and held the same liable to refund the amount. 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


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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 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.** In this way, apart from refund of the amount along with interest complainant was entitled for compensation.

13. As per Section 72 of the Act of 2016, following factors are to be taken into account by the Adjudicating Officer, in determining amount of compensation: -

- (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.*

14. It is submitted by learned counsel for complainant that prices of residential houses in the area where unit in question is situated has been appreciated a lot. Learned counsel has put on file copy of circle rates, i.e. rate

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list of Tehsil Sohna for years 2014-2015 (when unit in question was agreed to be allotted in favour of complainant) and year 2021-2022 (when the authority allowed refund of the amount). If same are taken as true, circle rates for residential plots in year 2014-15 were Rs. 6,000/- per sq. yard. While in year 2021-2022, same rates were 7200/- per sq. yard i.e. increase of 20%. If amount paid by complainant to the respondent in purchase of unit in question i.e. Rs. 22,67,230/- was invested by the same in some other project, the money would have appreciated to Rs. 4,53, 446/-. The complainant is thus allowed a compensation of Rs 4,54,000- (rounded up) for loss of appreciation.

15. The complainant has prayed for compensation of Rs. ten lacs on account of mental and physical agony. When despite making payment of substantial amount, the complainant did not get her dream unit, it apparently caused mental and physical agony to her. Rs. 10,00,000/- as sought by complainant appear to be excessive. Same is allowed a sum of Rs. 1,00,000- for mental harassment and agony.

17. The complainant further sought a sum of Rs. 1,50,000/- as legal expenses. Although, no court fee is required to be paid to the authority while filing such a complaint. It is apparent that complainant was represented by

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a lawyer in this case. Same is allowed a sum of Rs. 50,000/- as legal expenses.

18. When complainant has already been allowed compensation for loss of appreciation, no reason to allow compensation in the name of rental loss. Request in this regard is declined.

19. Respondent is directed to pay aforesaid amounts along with interest at rate 11.00% per annum from date of this order till realization of amount. The complainant has prayed for compoundable interest from the date of this order, interest is to be calculated as per Rule 16 of the Haryana Real Estate (Regulation and Development) Rules, 2017 framed by Government of Haryana. No reason to pass any such order as to whether it will be compoundable or simple interest.

20. Complaint is thus disposed of. File be consigned to the record room.

Announced in open Court.
Today i.e. on **08.09.2026**.


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