

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

Complaint No. :6145-2025

Date of Decision: 10.09.2026

1. Mr. Ishan Gulati, resident of H.No.675/9, Gali No.9, Krishna Colony, Gurugram, Haryana-122001.
2. Ms. Apporva Srivastava daughter of Vinod Kumar Srivastava, resident of 41, MIG, Neem Sarai, A.D.A. Colony Allahabad, UP-211011.

..... Complainants.

Versus

1. M/s Krisumi Corporation Pvt. Ltd. Unit-02, 11th Floor, Emaar Capital Tower-2, MG Road, Sector-26, DLF, QE, Gurugram, Haryana-122002.
2. Mr. Akash Khurana, MD, C241 Ground Floor Safdarjang Development Area New Delhi-110016.
3. Mr. Yuji Kato (W-TD), Unit-02, 11th Floor, Emaar Capital Tower-2, MG Road, Sector-26, DLF, QE, Gurugram, Haryana-122002.

..... Respondents.

APPEARANCE

For Complainants:

For Respondents:

Ms. Deepika Yadav, Advocate.

Mr. Aditya Pandey, Advocate.

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ORDER

This is a complaint filed by Mr. Ishan Gulati and Ms. Apporva Srivastava (allottees), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016") against M/s Krisumi Corporation Pvt. Ltd. & Ors. (promoters).

2. Briefly stated, according to the complainants, on 22.04.2022, they booked a 2LDK + Study Room (A2) Apartment in a Group Housing Project "Waterfall Residences" located at Sector-36A, Gurugram, being launched by the respondents and paid Rs.5 lakhs as booking amount. On 30.04.2022, they (complainants) were allotted an apartment/unit bearing No. A-202, 2nd floor admeasuring Super Area 1955.66 Sq. ft. and Carpet Area 1007.30 sq. ft. vide allotment letter dated 30.04.2022.

3. That on 21.07.2022, A Builder Buyer's Agreement (BBA) was executed between the parties. Total sale consideration of the apartment was agreed as Rs.1,91,75,000/-. They (complainants) took a home loan of Rs.1,10,00,000/- from HDFC bank. Due date of handing over of possession of the apartment was 30.06.2024, however the respondents failed to do so. After receipt of Occupation Certificate, the respondents vide email dated


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18.12.2024, offered possession of the apartment with a delay of six months and raised demand of Rs. 61,25,287/- including an amount of Rs.2,93,349/- for IFMSD, administrative charges of Rs.12,980/- and Rs.25,521/- illegally charged as interest on delayed payments. However, the respondents failed to pay any compensation for the delay attributable to their own default.

4. That on 21.04.2025, they (complainants) visited the project and observed that substantial work was yet to be completed. On 29.08.2025, the respondents handed over possession of the unit to them and executed Conveyance Deed in their favour. They (complainants) had made 100% of the payment for the allotted unit. Possession of the unit was handed over to them, however, the unit remained incomplete, unsafe and unfit for occupation and the same was objected by them vide email dated 01.11.2025. Despite repeated follow-ups and persistent pursual with the respondents to resolve the outstanding deficiencies and make the unit habitable, no satisfactory or meaningful response has been received from them and the issue remained unresolved.

5. That respondents No.2&3 being the whole-time Directors of respondent No.1 at the time of issuing offer of possession, were in charge and responsible for the conduct of its business including the planning,


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marketing, fund utilization, construction schedules and possession timelines of the project in question.

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

- i) to direct the respondents to provide the possession of the complainants' unit, complete in all aspects along with all the amenities promised at the time of booking with proper road access and safety.
- ii) to direct the respondents not to charge any maintenance charges till 100% completion of the unit along with all promised amenities and proper road access.
- iii) to direct the respondents to refund Rs.2,93,349/- Interest Free Maintenance Security Deposit (IFMSD), Rs. 12,980/- for Administrative Charges and Rs. 25,521/- of Interest accrued on Delayed Payments along with interest.
- iv) to direct the respondents to refund the club member charges of Rs. 59,000/- along with interest as it was part of the box price but the respondents illegally charged it twice.
- v) to direct the respondents to pay compensation of Rs.25,33,329.37/- for failing to provide possession along with all the amenities and proper road access, from the due date of possession, i.e., 30.06.2024 calculated till the date of filing of the present complaint and further monthly interest of Rs.1,73,491.34/- per month till the actual handover of possession after constructing permanent road access.
- vi) to direct the respondents to pay compensation of Rs.4,61,095.89/- towards loss of rent due to the delay in handing over possession.


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- vii) to direct the respondents to pay compensation of Rs.26,287.87/- towards loss of interest on the rental income which has been incurred by the complainants.
- viii) to direct the respondents to provide the compensation of Rs.2,50,000/-towards the legal costs incurred.
- ix) to direct the respondents to pay compensation of Rs.1,00,00,000/- for failing to provide proper road access and sheer deficiency in services.
- x) to direct the respondents not to charge maintenance charges till the unit is ready in habitable condition with proper road access.
- xi) to direct the respondents to pay compensation of Rs.50,00,000/- for continuous harassment of the complainant for not handing over the possession and not completing the project on time and offering the possession of an unsafe unit.
- xii) to direct the respondents to provide documents relating to the RWA formation and RWA Election.
- xiii) to direct the respondent no. 2 & 3 to complete the project in accordance with promises made in the brochure along with all the amenities.
- xiv) to direct the respondent no. 2 & 3 to provide proper road access and connectivity as promised in the brochure.
- xv) to direct the respondent no. 2 & 3 to not to take any coercive steps against the complainants.
- xvi) to appoint a Local Commissioner to inspect the project site and report the deficiency in services such as proper road access and incompleteness of the units and all the violations of the provisions of the RE(R&D) Act, 2016, committed by the respondents and


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to further access the actual timeline of completion and handover of possession.

xvii) to immediately direct respondent no. 2 & 3 to stop the future sale and advertisement of all the projects of the respondents registered with this Authority.

xviii) to initiate proceedings against respondent no. 2 & 3 for violation of Section 12 of the Act.

xix) to immediately suspend the registration of all the Projects of the respondents for false and misleading advertising and giving false undertaking before the Authority.

7. The respondents No.1 to 3 contested the complaint by filing a joint written reply. It is averred by said respondents that the reliefs sought the complainants are legally untenable and procedurally flawed. Same is not maintainable before the Adjudicating Officer as the possession of the unit has already been delivered and the conveyance deed has already been executed in their(complainants) favour. The respondents No.2&3 are sought to be made liable on the basis of their official position whereas there is no privity of contract between the complainants and respondents No.2&3. It (respondent No.1) issued the offer of possession on 17.12.2024, which was within the agreed period under the contractual arrangement executed between the parties. On 29.08.2025, the complainants executed an acknowledgement and acceptance of full and final settlement of accounts in


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respect of the apartment in question recording that they had inspected the apartment to their satisfaction, found it to be in good and habitable condition. The complainants had no claims, disputes or demands of any nature against them (respondents).

8. That vide offer of possession letter dated 17.12.2024, it (respondent No.1) requested the complainants to provide NOC from the bank from where loan was availed in order to proceed with the handover of the apartment in their favour. However, the complainants delayed the submission of NOC and the same was provided to the respondent No.1 on 27.08.2025 and accordingly delay, if any, in completion of handover process. The delay cannot be attributed to them (respondents).

9. That the complainants cannot seek to recover interest/compensation for delay while simultaneously claiming a separate stream of speculative revenue, which is neither established by evidence nor legally recognized under the Act. The amounts paid by the complainants towards IFMSD, CUC, administrative charges and interest were collected strictly in terms of the Agreement for sale and non-refundable in nature.


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10. Contending all this, the respondents prayed for dismissal of present complaint.

11. 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.

12. At the outset, it is contended by learned counsel for the respondents that the present complaint is not maintainable in view of Rules 28&29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 (Rules of 2017) as no finding has been given by the Authority against his clients having violated any Rule. Learned counsel referred an order passed by The Haryana Real Estate Appellate Tribunal, Chandigarh (in brief "The Appellate Tribunal") in Appeal No.08 of 2026 titled as "M/s St. Patricks Realty Private Ltd. vs. Neha Prasad & Ors." decided on July 01,2026.

13. On the other hand, according to learned counsel for the complainants, the present complaint is very much maintainable in view of Section 31 of the Act, which prescribes about filing of a complaint with the Authority or Adjudicating Officer. According to her, any aggrieved person can file a complaint with the Authority or the Adjudicating Officer, as the case may be, for any violation or contravention of the provisions of this Act


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or the rules and regulations made thereunder against any promoter

According to her clients (the complainants), the respondents have violated the provisions of the Act, for which the Adjudicating Officer is competent to award compensation.

14. Rule 28(2)(m) of The Rule of 2017 mentions the procedure for filing a complaint before the Adjudicating Officer. The relevant portion of same is reproduced here as under: -

*"If the complaint in form 'CAO' filed before the adjudicating officer for adjudging quantum of compensation, **the complaint shall be admissible from the stage of concluding inquiry by the Authority** that respondent being promoter has violated or contravened provisions of the Act or the rules or regulations made thereunder warranting liability of the promoter to pay compensation to the allottee under the provisions of the Act or the rules or regulations made thereunder. The Authority may refer the matter to the adjudicating officer for adjudging the quantum of compensation payable to the complainant allottee, and direct both the parties to appear before the adjudicating officer on the appointed day."*

15. As pointed out by learned counsel for the respondents, the Appellate Tribunal in case referred above held that the Adjudicating

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Officer had no jurisdiction without any such finding given by the Authority. In such a circumstance, present complaint was not maintainable before the Adjudicating Officer, without any finding given by the Authority, establishing violation of the provisions of the Act etc. by the respondents.

16. Further, I agree with learned counsel for the respondents claiming that respondents No.2&3 are not necessary parties in this case. Both of latters are office bearers of respondent No.1. There was no privity of contract between said respondents and the complainants. Names of said respondents (respondents No.2&3) are liable to be deleted from array of respondents.

17. On basis of facts discussed above, complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open Court.
today i.e. **on 10.09.2026.**


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

Present: Ms. Deepika Yadav, Advocate for the complainants.
Mr. Aditya Pandey, Advocate for the respondents.

Order is not ready due to overwork. To come on 10.09.2026
for order.


(Rajender Kumar)
Adjudicating Officer,
24.08.2026

Present: Ms. Deepika Yadav, Advocate for the complainants.
Mr. Aditya Pandey, Advocate for the respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
10.09.2026