

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

Complaint No. : 6425-2024
Date of Decision: 10.09.2026

Ms. Bijoya Mohanty, resident of B-801, Spring Valley, Plot-3C, Sector-11, Dwarka, New Delhi -110075.

..... Complainant.

Versus

M/s Silverglades Infrastructure Pvt. Ltd. C-8/1-A, Vasant Vihar, New Delhi-110057.

..... Respondent.

APPEARANCE

For Complainant:
For Respondent:

Ms. Deepika Yadav, Advocate.
Mr. Harshit Batra, Advocate.

ORDER

This is a complaint filed by Ms. Bijoya Mohanty (allottee), under section 31 of The Real Estate (Regulation and Development), Act


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2016 (in brief "Act of 2016") against M/s Silverglades Infrastructure Pvt. Ltd.(promoter).

2. Briefly stated, according to the complainant, on 03.06.2013, on the basis of the representations of the respondent, she booked a service apartment bearing No.SA-513 admeasuring 703.61 sq. ft. in the project "Merchant Plaza", situated at Sector-88, Gurugram, being developed by the respondent. The respondent confirmed the receipt of Rs.4 lakhs as an advance and it (respondent) promised her (complainant) that there will be additional amenities in the booked unit including long list of furniture and fixtures. Due date of possession was agreed as 09.06.2017.

3. That on 28.03.2014, she (complainant) wrote an email to the respondent asking about the execution of Builder Buyer's Agreement (BBA) but she did not get any response. Basic sale price of the unit was agreed as Rs.53,32,828/-, out of which, she (complainant) paid an amount of Rs.16,42,735/-. That on 17.04.2015, she (complainant) received a copy of agreement and was shocked to see that the respondent has not mentioned any fitting and fixture details in the agreement.

4. That on 10.02.2017, the respondent sent a demand letter but remained silent on execution of amended agreement. On 12.09.2018, she

(complainant) visited the site and found that only super structure was ready and the respondent has raised illegal demand. After that, she (complainant) requested to the respondent through email and personally visited its office for refund of the paid-up amount, but did not get any satisfactory reply. That despite her (complainant's) request for cancellation and refund, the respondent sent an offer of possession to her (complainant) on 17.02.2020.

5. That being aggrieved by the aforesaid conduct of the respondent, she (complainant) filed a complaint bearing No.1051 of 2020 seeking refund of her paid-up amount. The Authority vide its order dated 14.05.2024 directed the respondent to refund the amount paid up by her (complainant) along with interest @ 10.85% per annum from the date of surrender i.e. 30.09.2015 after deduction of 10% as an earnest money. However, the respondent did not comply with the said direction of the Authority.

6. That she (complainant) spent 4 years i.e. 2013 to 2017 requesting execution of BBA and rest period from 2017 onwards to till date, requesting refund of the amount paid by her. She (complainant) has not only been left empty handed but has also been deprived of the benefit of


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escalation of price of the said unit had it been handed over. The respondent had utterly failed to fulfil its obligations to deliver the possession in time and thereafter, the non-compliance of the judgment dated 14.05.2024 has caused mental agony and huge loses to her (complainant).

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

- i. to direct the respondent to provide the compensation for average rent of Rs.85,000/-per month as per advertised by the respondent that has been incurred by the complainant due to the delay in possession of the unit by the respondent from the date of possession i.e. 09.06.2017 till 30.10.2024 i.e. Rs. 1,10,88,643.80/-
- ii) to direct the respondent to pay compensation of Rs. 80,91,515/- towards opportunity cost suffered by the complainant.
- iii) to direct the respondent to provide the compensation of Rs. 5,00,000/- towards the legal costs incurred.
- iv) to direct the respondent to pay compensation of Rs.10,00,000/- for continuous harassment of the complainant due to their non-compliance of the Judgment dated 14.05.2024, of the Authority.
- v) to direct the respondent to pay compensation of Rs. 10,00,000/- for mental harassment, cheating and exploitation of innocence and beliefs caused to the complainant from last 12 years.


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8. The respondent contested the complaint by filing a written reply. It is averred that the complainant booked a unit in its (respondent's) project and subsequently, she chose to surrender the said unit before due date of possession. That the entire amount along with interest has been refunded to the complainant and no further dues or obligation subsist.

9. That the present complaint is barred by principle of res-judicata as the issues of this case have already been decided by the Authority. All the allegations made by the complainant are unfounded and lack from any substantiating evidence. There has been no violation of any provision of the Act by it (respondent) following the issuance and execution of the aforementioned refund order. Furthermore, the Act of 2016 does not provide for compensation on account of mental agony or harassment in the absence of an ongoing violation or breach. The claim of such compensation is subjective, vague, unquantified and not supported by any credible evidence.

10. Contending all this, the respondent 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 respondent that the present complaint is not maintainable and hit of principle of res-judicata. Moreover, on the complaint filed by the complainant, though refund of the order was allowed by the Authority, but after certain deductions. According to learned counsel, the complainant herself withdrew from the project even before due date of possession came.
13. Admittedly, the complainant approached the Authority seeking refund of the amount by filing a complaint No.1051 of 2020. The Authority directed the respondent to refund the paid-up amount of Rs.16,42,735/- after deducting 10% of the sale consideration of Rs.53,32,858/- being earnest money along with an interest @ 10.85% p.a. on the refundable amount, from the date of surrender/withdrawal request i.e. 30.09.2015 till actual realisation of the amount.
14. While deciding said complaint, the Authority noted that the complainant withdrew from the project even prior to the due date of possession. The complainant vide emails dated 20.11.2015, 21.06.2016,


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10.07.2018, 06.09.2018 and 03.10.2018 had sought cancellation of the allotment and refund of the paid-up amount.

15. Rule 29(1)(a) of The Haryana Real Estate (Regulation and Development) Rules, 2017 (Rules of 2017) provides that any aggrieved person may file an application/complaint with the Adjudicating Officer for adjudging quantum of compensation as provided under Sections 12,14,18 & 19 where violation by the promoter has been established by the Authority in an inquiry under Section 35, in Form 'CAO' or in such form as specified in the regulations..... As stated earlier, on a complaint filed by the present complainant, the Authority after an enquiry did not blame the promoter for any violation, rather came to the conclusion that it was the complainant who herself opted to withdraw from the project.

16. When the complainant withdrew from the project, same is not entitled for any compensation, as claimed in this case.

17. I am not in consonance with the learned counsel for the respondent alleging that the present complaint is barred by principle of res-judicata. The complaint filed by the present complainant before the Authority was seeking refund of the amount and the present complaint is

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seeking compensation from the respondent, alleging certain violation. Both are different issues.

18. When the complainant failed to prove that the respondent has violated any of provisions of Sections 12,14,18 &19 of the Act, present complaint is not maintainable, on this ground only.

19. 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 complainant.
Mr. Harshit Batra, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
10.09.2026