

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

**Complaint No. :254-2024**

**Date of Decision: 07.09.2026**

Mr. Manoj Gandhi, resident of 4/30, Ramesh Nagar, Delhi-110015.

**..... Complainant.**

**Versus**

M/s Imperia Structures Limited, registered office at A-25, MCIE, Mathura Road, New Delhi-110057.

**..... Respondent.**

**APPEARANCE**

**For Complainant:**

**Mr. Kanish Bangia, Advocate.**

**For Respondent:**

**Ms. Priya Sharma proxy counsel.**

**ORDER**

This is a complaint filed by Mr. Manoj Gandhi (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016") against M/s Imperia Structures Limited. (promoter).

  
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2. Briefly stated, according to the complainant, he booked a virtual space unit admeasuring 500 sq. ft., No.61, 6<sup>th</sup> Floor, Tower-A in the project "Mindspace" located at Sector-62, Gurugram, being developed by the respondent. A Builder Buyer's Agreement (BBA) was executed between the parties on 13.05.2016. He (complainant) paid a total sum of Rs.30,82,873/- to the respondent, which is more than 100% of the total consideration of the unit i.e. Rs. 25 lakhs. Due date of handing over of possession was 13.05.2019.

3. That the respondent has miserably failed to complete the project and has not offered possession of the unit to him (complainant) till date, resulting in a delay of over 9 years and 5 months from the due date. Being aggrieved by the delay, the complainant filed a complaint bearing No.134 of 2023 before the Authority, which was disposed of vide order dated 16.08.2023. The present complaint is being filed for separate and distinct relief of "compensation" under Section 71 of the Act.

4. That grant of interest for delayed possession by the Authority does not preclude the allottee from seeking compensation for other losses and hardships from Adjudicating Officer. The respondent committed a flagrant breach of its primary obligation i.e. failed to deliver possession by

  
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the due date i.e. 13.05.2019. The respondent has been utilizing his (complainant's) hard-earned funds for ever a decade without providing the corresponding asset. The dream of owning a property has turned into a decade-long nightmare. The respondent has also deprived him (complainant) of the opportunity to earn rental income from his unit.

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

- i. to direct the respondent 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.
- ii. to direct the respondent to pay interest on the total amount paid by the complainant at the prescribed rate of interest from due date of possession till actual date of physical possession.
- iii. to direct the respondent to pay compensation of Rs.5 lakhs for mental agony, harassment, emotional pain and physical torture.
- iv. to direct the respondent to pay Rs.3 lakhs towards legal costs incurred.
- v. to direct the respondent to pay compensation of Rs.45,20,000/- to the complainant towards loss of rental income.

6. The respondent contested the complaint by filing a written reply. It is averred that the construction of the aforesaid project was

  
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completed way back in the year 2019 and the Occupancy Certificate was received on 02.06.2020. It (respondent) issued a demand letter dated 12.12.2022 to the complainant to pay outstanding amount of maintenance charges etc., but he did not pay the same. The present complaint has been filed after an inordinate delay of four years, therefore, the same is clearly barred by limitation.

7. That possession has already been offered and the complainant has been repeatedly called upon to complete the execution of Conveyance Deed, but he has deliberately failed to do so. The unit in question is a virtual space, so no question of physical handover arises. That in compliance with the directions of the Authority, the possession has already been offered and DPC awarded to him have been duly paid for the period as directed and no amount on that account remains outstanding. That once compensation in the form of DPC has been granted and complied with, there remains no scope for awarding any additional or parallel compensation for the same cause of action.

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

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9. 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.

10. Admittedly, the complainant had approached the Authority seeking delayed possession compensation (DPC) by filing a complaint no.134 of 2024. Said complaint was allowed by the Authority vide order dated 16.08.2023 and the respondent has been directed to pay interest on the amount paid by the complainant at the prescribed rate of 10.75% p.a. for every month of delay from the due date of possession i.e. 13.05.2019 till the offer of possession of the subject unit after obtaining occupation certificate from the competent authority plus two months or handing over of possession, whichever is earlier.

11. It is submitted by learned counsel for the complainant 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.

12. 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,

  
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(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 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.**

13. It is worth mentioning here that the complainant 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.

14. Upholding that the claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project as per

  
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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."*

15. 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.

16. When complainant has already been allowed delayed possession compensation by the Authority for delay in handing over

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possession of allotted unit, there is no reason to allow separate compensation for same cause of action i.e. delay in delivering of possession.

16. Complaint in hands is thus dismissed. 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,  
Gurugram.

Present: Mr. Kanish Bangia, Advocate for the complainant.  
Ms. Priya Sharma, proxy counsel for the respondent.

Order is not ready due to overwork. To come on 07.09.2026  
for order.

  
(Rajender Kumar)  
Adjudicating Officer,  
25.08.2026

Present: Mr. Kanish Bangia, Advocate for the complainant.  
Ms. Priya Sharma, proxy counsel for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

  
(Rajender Kumar)  
Adjudicating Officer,  
07.09.2026