

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

Complaint No. :1190-2024

Date of Decision: 09.09.2026

1. Pawan Kumar son of Krishan Lal,
 2. Ms. Bhawna Setia wife of Pawan Kumar,
- both residents of H.No.315, 2nd Floor, Sector-12A, Gurugram, Haryana 122001.

..... Complainants.

Versus

1. M/s BPTP Ltd. M-11, Middle circle, Connaught circus, New Delhi-110001.
2. M/s Countrywide Promoters Ltd. 28 ECE House, 1st Floor, K.G. Marg, New Delhi-110001.

..... Respondents.

APPEARANCE

For Complainants:

For Respondents:

Ms. Deepika Yadav, Advocate.

Mr. Venket Rao, Advocate.

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ORDER

This is a complaint, filed by Mr. Pawan Kumar & Ms. Bhawna Setia (allottees), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016") against M/s BPTP Ltd. and Anr. (promoters).

2. Briefly stated, according to the complainants, on 07.07.2010, they booked a flat admeasuring 1000 sq.ft. in the project "BPTP Spacio" situated at Sector-37D, Gurugram, being developed by the respondents and paid booking amount of Rs.2,38,875/-. On 28.10.2010, they (complainants) were allotted a flat No.M-603, 6th floor, Tower-M, admeasuring 1000 sq. ft. in the aforesaid project. A Flat Buyer's Agreement (FBA) was executed between the parties on 04.02.2011. Due date of handing over of possession of the flat was agreed as on or before 09.07.2013. Total sale consideration was fixed as Rs.33,14,000/-.

3. That on 29.01.2021, the respondents sent offer of possession to them (complainants) with added illegal charges, but the flat was not in habitable condition. Being aggrieved with the acts of the respondents, they (complainants) filed a complaint before The Real Estate Regulatory Authority, Gurugram (the Authority) seeking delay possession charges

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along with interest on the amount paid by them. Vide order dated 10.05.2022, the Authority directed the respondents to pay delayed possession charges at the rate of 9.30% per annum from 09.07.2013 till 29.03.2021.

4. That on 22.09.2022, the respondents sent a revised statement of account demanding various illegal charges of Rs.12,26,662/-. That the respondents without their (complainants') consent increased the super area of the said unit and they also escalated Electrification and STP charges. On 20.06.2023 they (complainants) paid an amount of Rs.1,90,824/- towards maintenance charges etc. On 23.08.2023, physical possession of the flat was handed over to them. The respondents illegally charged a sum of Rs.1,48,207/- in excess towards advance maintenance charges.

5. That on 25.09.2023, they (complainants) rented out the unit in question for a monthly rent of Rs.19,400/-. That due to respondents' non-delivery of the possession of the unit along with all the promised amenities on time, they (complainants) have been facing severe financial hardship since long. They have suffered loss of rent on the flat in question. The respondents have not executed Conveyance Deed till date.

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

- i. to direct the respondents to provide the total rental loss of Rs.23,57,976.99/- that has been incurred by the complainants due to the delay in possession of the unit by the respondents, along with all other facilities, amenities and services as mentioned under the Brochure and Builder Buyer Agreement and assured at the time of booking;
- ii) to direct the respondents to provide the total loss on interest on rent to the tune of Rs.14,65,062.85/- that has been incurred to the complainants.
- iii) to direct the respondents to provide the compensation of Rs.4,00,000/- towards the legal costs incurred.
- iv) to direct the respondents to refund the amount of Rs.1,48,207/- along with interest from the date of payment charged in excess in the name of maintenance and club charges.
- v) to direct the respondents to provide compensation of Rs.20,00,000/- for continuous harassment of the complainants due to their non-compliance of the Judgment dated 10.05.2022, of the Authority.
- vi) to direct the respondents to pay compensation of Rs.10,00,000/- for illegally charging extra EEC, FFC, PBIC, IMFS & Administrative Charges in complete defiance of Judgment dated 10.05.2022.
- vii) to direct the respondents to provide compensation of Rs.20,00,000/- for causing financial and mental agony and harassment to the complainants;

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viii) to direct the respondents to pay compensation of Rs.10,00,000/- for deliberately delaying the execution of Conveyance deed in favour of the complainants.

7. The respondents contested the complaint by filing a joint written reply. It is averred that after obtaining Occupation Certificate, they (respondents) offered possession of the unit to the complainants on 29.01.2021, however, they did not come forward to take possession of the unit. The complainants have already received delayed interest, so no further compensation can be granted and no claim for compensation can be made now.
8. That respondent No.2 i.e. Countrywide Promoters and Developers Pvt. Ltd. is not effective party. Vide order dated 20.09.2024 passed by the Hon'ble NCLT, Chandigarh, the respondent No.2 has transferred its assets to the Transferee company. It is not a separate legal entity now and no legal action can be taken against it (respondent No.2).
9. It is further averred by respondent No.1 that due date of possession of the unit was subject to the force majeure circumstances and conditions beyond its (respondent No.1) control. That if the complainants have any grievances against the maintenance services or its payment, then


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they ought to have filed a complaint against the Maintenance Agency. That the Conveyance Deed was executed between the parties on 17.10.2023. Further, there is no certainty that the unit have been put on rent.

10. That the complainants have wrongly and malafidely sought compensation for the entire period of alleged delay for which interest has already been granted. That after having executed the Conveyance Deed and having taken the unit after due inspections, no claim exists at this stage.

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

12. 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.

13. Factual matrix i.e. allotment of flat No.M-603 on 6th floor, Tower-M, admeasuring 1000 sq. ft. in the project of the respondent "BPTP Spacio", Sector-37D, Gurugram, for total cost of Rs.33,14,000/-, execution of FBA on 04.02.2011 and the fact that the complainants paid a sum of Rs.2,38,875/- as booking amount did not remain in dispute.

14. As described above, the complainants have sought compensation of Rs.23,57,976.99P due to delay in possession of the unit by

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the respondents and Rs.14,65,062.85P. as compensation for loss of interest on rent.

15. Admittedly, the complainants approached the Authority by filing a complaint No.928 of 2021. The Authority allowed said complaint vide order dated 10.05.2022 and directed the respondents to pay interest at the prescribed rate of 9.30% p.a. for every month of delay from the date of admissibility till the offer of possession plus 2 months or the date of actual handing over of the possession of the subject flat to the complainants, whichever is earlier.

16. 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.

17. 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


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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.**

18. 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.

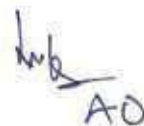
19. Upholding that the claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project as per Section 18 (1) of Act of 2016, following was held by Uttar Pradesh Real Estate Appellate Tribunal in case **"Greater Noida Industrial Development Authority vs.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


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"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."

20. 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.

21. 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. Request in this regard is declined.


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22. The complainants further sought compensation of Rs.20 lakhs for continuous harassment due to non-compliance of the judgment dated 10.05.2022 passed by the Authority.
23. Even if it is presumed that the said judgment has not been complied with by the respondents, the complainants had remedy to approach the Authority seeking execution of the order. No reason to allow compensation in this regard.
24. The complainants have further prayed for compensation of Rs.10 lakhs for illegally charging extra EEC, FFC, PBIC, IMFS & Administrative charges and again a sum of Rs.1,48,207/- along with interest from the date of payment charged in excess in the name of maintenance and club charges.
25. It is pointed out that the aforesaid issues have already been discussed and decided by the Authority in the aforesaid complaint. When all the issues have already been dealt with by the Authority, no reason to decide same issues again by this forum. Request in this regard is also declined.
26. The complainants have prayed compensation of Rs.20 lakhs for causing financial and mental agony and harassment and again a sum of

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Rs.10 lakhs for deliberately delaying the execution of conveyance deed in their favour and further a sum of Rs.4 lakhs towards the legal costs incurred.

27. When the complainants are not found entitled to any compensation due to reasons described above, I do not think it proper to allow any compensation in the name of mental harassment and agony or litigation expenses. During arguments, it was pointed out that Conveyance Deed has already been executed and this issue was not stressed on behalf of complainants.

28. Complaint in hands is thus dismissed. Both of parties to bear their own costs. File be consigned to the record room.

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


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

Present: Ms. Deepika Yadav, Advocate for the complainant.
Mr. Venket Rao, 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