

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

Complaint No. :5565-2025

Date of Decision: 14.09.2026

1. Charu Verma wife of Deepak Verma,
 2. Ambika Charan Verma son of late R. S. Verma,
 3. Deepak Verma son of Dr. A. C. Verma,
- all residents of F-80, Second Floor, Suncity, Sector-54, Gurugram, Haryana.

.... Complainants

Versus

1. Ansal Phalak Infrastructure Pvt. Ltd. Regd. Office: 115, Ansal Bhawan 16 K G Marg, New Delhi, Delhi, India-110001.
2. M/s Ansal Properties & Infrastructure Pvt. Ltd. Regd. Office: 115, Ansal Bhawan 16 K G Marg, New Delhi, Delhi, India-110001.
3. M/s Ansal Township Infrastructure Pvt. Ltd. Regd. Office: Half Basement-2,15, East of Kailash Community Centre, Sandhaya Deep Building, New Delhi, Delhi, India-110065.

..... Respondents

APPEARANCE

For Complainants:

For Respondents:

Mr. Arsh Mehta, Advocate

Name of respondent No.1 deleted vide order dated 19.02.2026.

Respondents No.2&3 exparte.

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ORDER

This is a complaint, filed by Ms. Charu Verma and others (allottees), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against Ansal Phalak Infrastructure Pvt. Ltd. and others (promoters).

2. Briefly stated, according to complainants, they booked a Unit/Plot No. F-2508, 2nd Floor, measuring 1572 sq. ft. in the respondents' project namely, "Sovereign Floors, Esencia" located in Sector-67, Gurugram, Haryana. A Builder Buyer's Agreement (BBA) was executed between the parties on 26.10.2012. Due date of handing over possession was 26.04.2016. Total sale consideration of the said unit was agreed at Rs.1,19,79,000/-. They (complainants) paid total of Rs.37,95,907/-. The delay in handing over possession is almost 13 years from the date of execution of BBA.

3. Claiming that the respondents are in violation of Sections 11,12,14,18&19 of the Act of 2016, the complainants have sought following reliefs: -

- I. to award compensation on the amount paid by the complainants to the respondent @ 11% from the date of each deposit till the date of realization, amounting to Rs.55,86,604.56, apart from the damages towards the mental

agony, emotional and physical pain of Rs.15,00,000/- and the litigation cost of Rs.3,00,000/- making a total of Rs.73,86,604.56P.

II. to pass any other order/relief as it may deem fit.

The complainants have detailed grounds for compensation as: -

- i. That the respondents are in violation of Section 11 (4) (a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of this Act or the Rules and Regulations made thereunder to the allottees as per the agreement for sale executed inter se.
- ii. The respondents' company has resorted to unfair practices by way of making incorrect, false and misleading statements over the possession and thereby violated provisions of Section 12 of Real Estate (Regulation and Development) Act, 2016.
- iii. That the respondents have failed to provide the requisite facilities, amenities and services as agreed at the time of booking and have violated the provision of Section 12 of Real Estate (Regulation and Development) Act, 2016.
- iv. That the respondents had substantially failed to discharge its obligations imposed upon them under the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder.
- v. That from Section 71 of Act, 2016 it is clear that an adjudicating officer is empowered to adjudge compensation under Section 12, 14, 18 & 19 of the Act.
- vi. That as per Section 18(3), if the promoter fails to discharge any other obligation imposed on him under this Act or the


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Rules or Regulations made there under or in accordance with the terms and conditions of the Agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.

4. The name of respondent no. 1 was deleted from the array of respondent vide order dated 19.02.2026 and the respondents no. 2 & 3 opted not to contest the claim. They were proceeded exparte and their defence was struck off vide orders dated 19.02.2026 & 25.05.2026 respectively.
5. The complainants filed affidavit in support of their claim. I have heard learned counsel appearing on behalf of the complainants and perused the record.
6. In their complaint, the complainants have reproduced all relevant provisions of the Act as well as cited several precedents, but did not disclose as how the respondents have violated provisions of Section 11(4)(a) of the Act, as claimed by them (complainants). Similarly, according to complainants, the respondent company resorted to unfair practices by making incorrect, false and misleading statements over possession. It is not explained as what misleading statements were made by or on behalf of the respondents or what unfair practice was adopted by


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the same. Again, the complainants have alleged that the respondents failed to provide requisite facilities, amenities and services, but did not bother to explain as what were requisite facilities, amenities or services, which the respondents agreed to provide and failed to give to the complainants. However, the respondents are blamed to have failed in discharge of their obligations imposed upon them under the Act, the complainants did not clarify any of such obligations casted upon respondents by the Act, but failed to discharge.

7. During deliberations, learned counsel for the complainants contended that his clients have suffered losses due to devaluation of rupee after being paid by them in this matter and consequently, appreciation of prices of residential properties in Gurugram.

8. It is apparent and this forum can take judicial notice of the fact that prices of residential properties have been increasing constantly in Gurugram. Similarly, value of rupee has been depreciated between the period, the complainants paid part of sale consideration to the respondents and the Authority allowed refund of their amount. As per complainants, up to 28.02.2013, they had paid total amount of Rs.37,95,907/- out of sale consideration of Rs.1,19,79,000/- (basic sale


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price) and the Authority vide order dated 13.08.2024 directed the respondents to refund that amount to the complainants.

9. To prove appreciation of price in real estate, Gurugram, the complainants have put on file copy of updated Collector rates. If the same are taken as true, in the year 2015-2016 (w.e.f. 01.04.2015), the Collector rates (of residential houses) in Badshahpur, i.e. area in which, the project in question is situated, were Rs.17,000 per sq. ^{yard} ft. while said rates in the year 2024 were enhanced to Rs.25,300/- per sq. ^{yard} ft. i.e. increase of 48.82%. During this period, ^{the} amount paid by the complainants i.e. Rs.37,95,907/- would have been appreciated to Rs.18,53,161/-, if invested in some other similar project. The complainants are thus allowed a compensation of Rs.18,53,000/- (rounded up) due to loss of appreciation, to be paid by the respondents No.2&3.

10. The complainants have also prayed for compensation of Rs.15 lakhs towards mental agony, emotional and physical pain. Apparently, when the complainants paid considerable amount of sale price, but the respondents failed to complete the project, all this caused mental and physical harassment to the allottees/complainants. Rs. 15 lakhs appear to


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be highly excessive, the complainants are allowed a sum of Rs. One lakh, as compensation on this count.

11. The complainants have further prayed a sum of Rs.3 lakhs as legal fees. No court fee is required to be paid to the Authority, while filing any such a complaint. Even then, it is evident that the complainants were represented by a lawyer during the proceedings of this case, same are allowed a sum of Rs.50,000/- as litigation expenses.

12. The respondents No.2&3 are directed to pay said amounts of compensation along with interest at the rate of 11% per annum from the date of this order, till realization of amount.

13. This complaint stands disposed of accordingly. File be consigned to the record room.

Announced in open court today i.e. on **14.09.2026**.


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

Present: Mr. Arsh Mehta, Advocate for complainants.
Name of respondent No.1 deleted vide order dated
19.02.2026.
Respondents No.2&3 exparte.

Order is not ready due to overwork. To come on 14.09.2026

for order.


(Rajender Kumar)
Adjudicating Officer,
20.08.2026.

Present: Mr. Arsh Mehta, Advocate for complainants.
Name of respondent No.1 deleted vide order dated
19.02.2026.
Respondents No.2&3 exparte.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
14.09.2026