

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

Complaint No. :3340 of 2025

Date of Decision: 14.09.2026

Mr. Surinder Kumar Goyal, resident of Flat No. 15B, Block G&JU
Pitampura, near District Park, Delhi-110008.

.....Complainant.

Versus

1. M/s Countrywide Promoters Pvt. Ltd.
2. M/s Anjali Promoters Pvt. Ltd., Office address: OT-14, 3rd
Floor Next Door Parklands, Sector-76, Faridabad-121004.

.....Respondents.

APPEARANCE

For Complainant: Ms. Deepika Yadav, Advocate.

For Respondents: Mr. Venket Rao, Advocate.

ORDER

This is a complaint filed by Mr. Surinder Kumar Goyal (allottee), under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s Countrywide Promoters Pvt. Ltd. & Anr. (promoters).

2. Briefly stated, according to the complainant, he paid a sum of Rs.10,06,250/- to the respondents in lieu of allotment of a commercial unit in their (respondents) ongoing project situated at

Faridabad. The said project was abandoned by the respondents before its completion. He (complainant) was offered a new unit in their another ongoing project in the name & style of "Centra One" situated at Sector-61, Gurugram. The respondents assured that the advance payment made by him (complainant) would be duly adjusted. Said project has been registered with RERA after directions of the Authority, Gurugram.

3. That on 21.10.2010, a commercial unit bearing no. S-36, second Floor, admeasuring 532 sq. ft. (49.424 sq. mts.) was allotted to him (complainant). Further, an amount of Rs.15,83,416/- was paid by him till 17.10.2011, without duly executing any agreement in writing, to that effect. A Space Buyer Agreement (SBA) was executed between him (complainant) and respondent No.2 on 29.11.2011, after extracting 85% of the total consideration amount. Due date of handing over of possession was 31.12.2011.

4. That he (complainant) paid Rs.83,386/- in compliance of demand raised by the respondents. An Addendum to SBA was executed between the parties, wherein it was mutually agreed that after completion of project, the respondents will either directly or through a property consultant of repute, arrange for

the unit to be leased out to the third party and if they failed to lease out, then they(respondents) will waive off 100% of the maintenance charges of next first six months.

5. That from 03.04.2014 till 27.08.2018, the promoter was liable to pay assured return of Rs.18,73,441/- but the respondents had paid Rs.7,84,512/- only and a sum of Rs.10,88,929/- was still due, as per the statement of account. The assured returns are still accruing as the promoter has not yet handed over the possession of the allotted unit.

6. That the respondents received the Occupation Certificate of the said project on 09.10.2018. The respondents sent an offer of possession letter to him (complainant) on 04.12.2018 of unit no. SF-37 admeasuring 556 sq. ft. The respondents not only changed the unit and its dimension but also levied additional charges and costs without giving any justification or taking his (complainant) consent.

7. That the respondents offered possession to him (complainant) on 04.12.2018, but after 7 years. The respondents neither leased out the unit nor paid a single penny to compensate the loss in terms of assured returns. The respondents kept him


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(complainant) in dark by making false promises of paying assured return but never came forward to complete those promises.

8. That even after collecting almost 100% amount of the total sale consideration from him (complainant), the respondents did not hand over the constructive possession of the unit, rather kept on continuously sending invoices of maintenance charges, however the unit was still incomplete.

9. That being aggrieved with the acts of the respondents, he (complainant) filed a complaint before the Authority seeking direction to the respondents to pay the delayed possession charges along with interest. The Authority vide its judgment dated 26.03.2025 allowed aforesaid complaint. The respondents neither handed over the possession of the unit nor leased out the same till date, but are still charging maintenance charges from him (complainant).

10. Citing facts as described above, the complainant has sought following reliefs: -

i) to direct the respondents to quash the illegal demand of maintenance charges without handing over the possession or leasing out the unit;

ii) to direct the respondents to waive off the illegal maintenance charges of Rs.16,54,878/-;

iii) to direct the respondents to lease-out the complainant's unit as per Clause 5 of the Addendum Agreement or to handover the possession to the complainant;

iv) to direct the respondents to provide the total rental loss of Rs.1,24,92,986.30/- that has been incurred by the complainant due to the delay in possession of the unit by the respondent, along with all other facilities, amenities and services as mentioned under the Brochure and Builder Buyer Agreement and assured at the time of booking;

v) to direct the respondents to provide the total loss on interest on rent to the tune of Rs.1,21,29,036.32/- that has been incurred to the complainant;

vi) to direct the respondents to pay the lease amount as per clause no. 5 of Addendum to SBA from date of offer of possession till actual leasing the unit;

vii) to direct the respondents to provide compensation of Rs.10,00,000/- for causing financial and mental agony and harassment to the complainant;

viii) to direct the respondents to provide the compensation of Rs.1,20,000/- towards the legal costs incurred;

ix) Any other relief, which this Court may deem fit and proper be also granted in the interest of justice.

11. The respondent No.2 contested claim of complainant by filing a written reply. It is averred that respondent no. 1 is not an effective party and vide order bearing no. CP (CAA) 26/Chd/Hry/2023 dated 20.09.2024 passed by Hon'ble NCLT, Chandigarh, respondent no. 1 company has transferred its assets

to the Transferee company. Respondent no. 1 is no longer a legal entity as on date and no legal action can be taken against it, hence, its name should be deleted from the array of respondents.

12. That the present complaint is barred by the provision of Order VII Rule 11 CPC. The unit of the complainant was tentatively allotted and he was well aware of the fact that the area as well as the unit allotted was subject to change. The old unit allotted to him (complainant) was tentative in nature as per the agreement executed between the parties and hence, with the completion in the construction of the project, the unit was finalized and the final unit stood to be S-37 admeasuring super area 556 sq. ft. The increase in area was within the permissible limits as agreed between the parties.

13. That it (respondent no.2) offered possession of subject unit to the complainant on 04.12.2018, after having received occupation certificate on 09.10.2018. It (respondent No.2) had also issued reminder to the complainant, which was ignored by him. After the receipt of offer of possession letter, the complainant approached the Authority through complaint bearing no. 4951 of 2023, wherein, after adjudicating the matter, the reliefs were granted vide order dated 26.03.2025. That grant of

delay possession charges is already in the form of compensation, so no additional compensation can be paid.

14. Contending all this, the respondent No.2 prayed to dismiss the complaint.

15. Both parties filed affidavits in support of their claims. I have heard learned counsels appearing on behalf of both of parties and perused the record on file.

16. Admittedly, the complainant had approached the Authority seeking delayed possession compensation (DPC) by filing a complaint no.4951 of 2023. Said complaint was allowed by the Authority vide order dated 26.03.2025 and the respondents have been directed to pay delay possession charges along with interest at prescribed rate of 11.10% p.a. from the due date of possession i.e. 31.12.2011 till the offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handover, whichever is earlier.

17. 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.

18. 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 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.**

19. 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.

20. 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-----;

"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."

21. 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.

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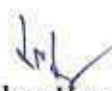
22. When the complainant has already been allowed delayed possession compensation by the Authority for delay in handing over possession of allotted unit, there is no reason to allow separate compensation for same cause of action i.e. delay in delivering of possession.

23. The complainant has also prayed for direction to respondents to quash illegal demand of maintenance charges without handing over the possession and to waive off illegal maintenance charges of Rs.16,54,878/-.

24. It is pointed out that these issues have already been discussed and decided by the Authority, on a complaint filed by present complainant as detailed above. When all these issues have already been dealt with by the Authority, no reason to decide same issues again by this forum. Request in this regard is declined.

25. Complaint in hands is thus dismissed. File be consigned to the record room.

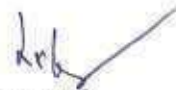
Announced in open Court.
today i.e. on **14.09.2026**.


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

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

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
14.09.2026