BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUHORITY, GURUGRAM:

Complaint No. :6636-2025
Date of Decision: 16.11.2026

Mr. Vikram Diwakar Gupta, resident of RZF 358, Raj Nagar Extension Part-2, Palam, New Delhi -77.

..... Complainant.

Versus

1. M/s GLS Infra-projects Pvt. Ltd. 707, 7th Floor, JMD Pacific, Square, Sector-15, Part-II, Gurugram-122001.
2. Surinder Singh, resident of Apartment No.10B Elite Tower-P Subhash Chowk, Sector-48, Belgravia Central Part-II, Gurugram.122001.

..... Respondents.

APPEARANCE

For Complainant: **Complainant in person.**
For Respondents: **Ms. Himani, Advocate**

ORDER

This is a complaint filed by Mr. Vikram Diwakar Gupta, (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016") against M/s GLS Infra-projects Pvt. Ltd. & Anr. (promoters).

2. Briefly stated, according to the complainant, he booked a unit/flat in the project "South Avenue" situated at Sector-92, Gurugram,

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being developed by the respondents under the Affordable Group Housing Project. He (complainant) was allotted a unit bearing No.703 admeasuring 645.705 sq. ft. vide allotment letter dated 08.01.2021. Consequently, an agreement to sell dated 17.02.2021 was executed between the parties. Possession of said unit was agreed to be given within a period of four years.

3. That vide letter dated 03.09.2024, the respondents offered him (complainant) possession of the unit, but refused to give NDC and possession without depositing stamp duty and registration amount as well as other charges. After paying the stamp and registration fee, he (complainant) got NDC on 30.01.2025 and the respondents told him that the flat was ready to be handed over. However, he (complainant) found serious structural defects and incomplete construction work in the flat and the same was found not in livable condition.

4. That he (complainant) communicated multiple times with the respondents/builder and their representatives, but despite assurances, almost nine months have passed and no corrective action has been taken. The unit in question remained in uninhabitable condition and hence he (complainant) did not take possession till date.

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

a) to direct the builder to rectify the structural and construction defects at the earliest by using layer skim coat, leveling compound or by plastering:

b) Penalize the builder for delay and for offering illegal/incomplete possession;

c) to grant compensation of Rs.5,00,000/- for mental harassment and delay caused and award litigation expenses.

d) to prevent the builder from forcing possession until the unit is completed as per the sanctioned plan and specifications;

e) to direct the respondents to pay compensation of Rs.22,000/- per month towards rental expenses from promised possession date till the actual handover and 15 to 25% interest rate on total rented amount because this is not a mistake it has been done intentionally.

6. The respondent No.1 contested the complaint by filing a written reply. It is averred that it (respondent No.1) had completed the development of the project much before due date. Occupation Certificate was obtained on 02.09.2024. It (respondent No.1) offered the possession of the unit to the complainant on 03.09.2024. That the complainant is a habitual defaulter, who failed to make timely payment of instalments. It (respondent No.1) gave ample opportunities to the complainant to make payment of demands most bonafidely.

7. That the complainant failed to come forwards to take possession of the unit and get the conveyance deed executed and it was only

belatedly on 09.12.2025, that the complainant took physical possession of the unit willingly, without any protest. The structural defects as alleged by the complainant by way of annexing some random photographs are not covered within the definition of structural defects as defined under Rule 2(u) of Haryana RERA Rules, 2017.

8. That no document has been placed on record by the complainant to show that he has suffered any rental loss or loss due to payment of EMI on account of the respondents. The complainant had availed loan and as per TPA, it was the sole responsibility of the complainant to repay the loan by way of EMI.

9. Contending all this, the respondent No.1 prayed for dismissal of present complaint.

10. 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.

11. At the outset, it is contended by learned counsel for the respondents that the present complaint is not maintainable in view of Rules 28&29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 (in brief "Rules of 2017") as no finding has been given by the Authority against his clients having breached any Rule. Learned counsel referred an

order passed by The Haryana Real Estate Appellate Tribunal, Chandigarh (in brief "The Appellate Tribunal") in Appeal No.08 of 2026 titled as "M/s St. Patricks Realty Private Ltd. vs. Neha Prasad & Ors." decided on July 01,2026.

12. The powers conferred by The Act of 2016 upon this Forum (AO) are limited. Rule 29(1)(a) of 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 and 19, **where violation by the promoter has been established by the Authority in an inquiry under section 35 in form CAO**.... Similarly, Rule 28(2)(m) of said Rules mentions the procedure for filing a complaint before the Adjudicating Officer. The relevant portion of same is reproduced here as under: -

> *"If the complaint in form 'CAO' filed before the adjudicating officer for adjudging quantum of compensation,* ***the complaint shall be admissible from the stage of concluding inquiry by the Authority*** *....."*

13. This Forum (Adjudicating Officer) cannot adjudge amount of compensation for loss suffered by an allottee unless violation by the promoter has been established by the Authority. As pointed out by learned counsel for the respondents, the Appellate Tribunal in M/s St.

Patricks Realty Pvt. Ltd. case (supra) held that the Adjudicating Officer has no jurisdiction without any such finding given by the Authority.

14. In facts as described above, present complaint is not maintainable before the Adjudicating Officer, same is thus dismissed. Parties to bear their own costs. File be consigned to the record room.

Announced in open Court.
today i.e. **on 16.11.2026.**

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

Present: Complainant in person.
Ms. Himani, Advocate for the respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
16.11.2026