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

Complaint No. :1553-2024
Date of Decision: 10.11.2026

Late Bawa Mohinder Singh through his legal representative Ms. Harpreet Kaur Bhalla, resident of A-113, Duggal Colony, Devli Road, Khanpur Extension, New Delhi, presently residing at H-2, Bawa Farm, Ansal Villa, Satbari, South Delhi-110074. India.

..... Complainant.

Versus

1. M/s Exact Developers & Promoters Pvt. Ltd. E-42/3, Okhla Industrial Area Phase-II, New Delhi-110020, India.
2. Vipul Limited, Vipul Tech Square, Golf Course Road, Sector-43, Gurugram-1220009.

..... Respondents.

APPEARANCE

For Complainant:	**Mr. Mayank Grover, Advocate.**
For Respondent No.1:	**Mr. Bipin Kumar, Advocate**
For Respondent No.2:	**Mr. Rishabh Gupta, Advocate.**

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ORDER

This is a complaint filed by Ms. Harpreet Kaur Bhalla, legal representative of late Bawa Mohinder Singh (allottee), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief "Act of 2016") against M/s Exact Developers & Promoters Pvt. Ltd. & Anr. (promoters).

2. Briefly stated, according to the complainant, on 06.02.2007, being lured by the respondents, her husband late Bawa Mohinder Singh (hereinafter referred as "the allottee") booked a unit vide application dated 06.02.2007 in the project "The Ace" CIP situated at Sector-80, Gurugram, being developed by the respondents. Respondent No.2 was the marketing agent of the respondent No.1. On 20.02.2007, the allottee paid an amount of Rs.17,55,000/- towards the total sale consideration.

3. That on 09.04.2007, the respondent No.1 vide allotment letter dated 06.04.2007 allotted a unit bearing No.213, Block-B, admeasuring 1273 sq. ft. to the allottee for a total sale consideration of Rs.70,01,500/-. That the allottee paid total amount of Rs.61,55,300/- from the date of booking till 22.09.2008, but the respondent No.1 did not mention about execution of the Builder Buyer's Agreement and the due date of possession.

4. That on 06.02.2013 i.e. after six years of booking, the respondent No.1 informed the allotee that the unit in question was ready for possession and demanded Rs.23,15,361/-. However, the possession so offered was not legal as neither the construction was complete nor Occupation Certificate was obtained. That after repeated visits and follow-up, the allottee being aggrieved called upon respondent No.1 to cancel the unit.

5. That on 01.12.2015, the respondent No.1 intimated the allottee that they have obtained the Occupation Certificate. On 16.03.2016, the respondent No.1 intimated the allottee that the unit in question was ready for possession. On 20.03.2016, the allottee again reminded the respondent No.1 to refund the entire amount paid by him, but it (respondent No.1) failed to do so.

6. That on 12.05.2016, the respondent No.1 offered possession to the allottee without adjusting the compensation for the delay so caused in providing possession and further raised demand of Rs.21,03,800/-. That when the allottee visited the project, he found the project was incomplete in all aspects. The allottee requested the respondent no.1 to provide

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Occupation Certificate and other necessary approvals, but the respondent failed to provide the same.

7. That on 20.07.2022, upon not receiving any response from the respondents, the allottee served a legal notice to know about the status of the project. That owing to constant mental stress, agony and harassment suffered due to the acts of the respondents, the allottee was exposed to such life-threatening brain disease and he was forced to run from pillar to post to seek refund of his hard-earned money kept in the possession of the respondents.

8. That being aggrieved with the acts of the respondents, the allottee approached the Authority. That during the pendency of the complaint, on 26.10.2023, her (complainant's) husband Bawa Mohinder Singh passed away due to cardiac arrest. Vide order dated 02.02.2024, the Authority allowed the relief of refund with interest from the date of filing of complaint till the date of actual realization after deduction of 10% of the total sale consideration. The respondents failed to show cause the appreciable progress in the project causing unreasonable delay and miserably failed to process the request of the complainant.

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

a) to direct the respondents to compensate the complainant for Rs. 30,000/- per month w.e.f. year 2010 till the date of filing of the complaint for loss of rental income.

b) to direct the respondents to provide compensation to the complainant for non-execution of Builder Buyer Agreement as on date from the year of booking i.e., w.e.f. 2007.

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

d) to direct the respondents to provide compensation of Rs.10,00,000/-for loss of interest for the period of 2007 till the filing of the complaint upon the paid amount kept in possession of the respondents.

e) to direct the respondents to provide compensation of Rs.5,00,000/- for the delay in completion of the project.

f) to direct the respondents to provide compensation of Rs.10,00,000/- for special damages causing loss of future earning arising from appreciation of the rates of the property and punitive damages causing huge financial loss by the fraudulent behaviour and acts of the respondents.

g) to direct the respondents to provide compensation of Rs.2,00,000/-for exposing the complainant to such life threating disease due to constant stress, harassment and mental agony.

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h) to direct the respondents to provide compensation of Rs.5,00,000/-for the medical expenses which the complainant had to incur for curing the diseases of Herpes.

i) to direct the respondents to provide compensation of Rs.5,00,000/-for such default and delay leading to death of the complainant due to cardiac arrest because of such mental stress, harassment and agony.

J) to direct the respondents to provide the compensation of Rs.2,00,000/-towards the legal costs incurred for filing complaint before the Authority for refund, for filing execution petition and for filing the present complaint for compensation.

10. The respondent No.1 contested the complaint by filing a written reply. It is averred that the Authority did not grant any compensation except order for refund. The complainant is trying to raise same issue again and again which is not maintainable as per law. That after obtaining occupation certificate, it (respondent No.1) asked the allottee late Bawa Mohinder Singh vide letter dated 01.12.2015 to take possession. Thereafter, many reminders were sent to him to take possession and lastly, vide letter dated 01.05.2019, he (complainant) was again asked to take possession, but he failed to take possession, although he was liable to take possession within 30 days of the dispatch of possession notice and as

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defaulted, the allottee had been liable to pay holding charges of Rs.5 sq. ft. per month.

11. That the allottee was further requested vide reply dated 01.09.2022 to his legal notice dated 20.07.2022 to inspect the site examine all statutory approvals and to take possession of the unit. It (respondent No.1) never failed to discharge its obligations. That delay, if any, was due to reasons beyond its control.

12. That the present complaint has been filed to harass it (respondent no.1) to succumb to her illegal demands and to achieve speculative bargains and unjust enrichment. The allegations of cheating, misrepresentation and fraud are false and denied and are being made with ulterior motive and evil design. That it (respondent No.1) has not caused any financial distress to the allottee.

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

14. Respondent No.2 did not file any reply. 14.

15. 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.

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16. Admittedly, the allottee i.e. predecessor of complainant approached the Authority by filing a complaint No.6170 of 2022 seeking refund of the amount. The Authority vide its order dated 02.02.2024 disposed of said complaint. The respondent/builder was directed to refund the paid-up amount after deducing 10% of sale consideration being earnest money along with interest at the rate of 10.85% per annum on the refundable amount, from the date of filing of complaint i.e. 14.09.2022 till date of repayment.

17. I find weight in the contention of learned counsel for the respondent alleging that his client was not at fault, rather the complainant did not pay remaining amount despite demands. Possession of subject unit was offered by his client much before the allottee approached the Authority seeking refund of the amount. The Authority in its order gave following observation: -

> *"52. In the instant case, the due date for handing over for possession was 09.04.2010. The OC was received on 27.03.2014 whereas, offer of possession was made on 01.12.2015. However, the complainant filed a complaint on 14.09.2022 for refund of the total amount paid by him. Therefore, in this case, refund can only be granted after certain deductions as prescribed under the Haryana*

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Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018."

18. It is pointed out that in the absence of filing any appeal etc. said order has become final. When the Authority did not find any fault with the respondent/promoter, although refund of the amount was allowed subject to deduction of 10% of sale consideration being earnest money. Having withdrawn from the project himself, the allottee or his L.R. is not entitled for any compensation.

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

Announced in open court today i.e. on **10.11.2026**.

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

Present: Mr. Mayank Grover, Advocate for complainant.
Mr. Bipin Kumar, Advocate for respondent No.1.
Mr. Rishabh Gupta, Advocate for respondent No.2.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
10.11.2026