

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

**Complaint No. :2804-2025  
Date of Decision: 29.04.2026**

Mr. Kunal Vashisht, resident of H.No.1291, Sector-15, Part-II, Gurugram,  
Haryana-122001.

.....Complainant

**Versus**

1. M/s Ansal Housing and Construction Ltd.,15, UGF, Indraprakash,  
21, Barakhamba Road, New Delhi-110001.
2. Mr. Kushagr Ansal Wholetime Director & CEO of Ansal Housing  
and Construction Ltd.
3. Samyak Projects Pvt. Ltd. 111, FF, Antriksh Bhawan, 22, Kasturba  
Gandhi Marg, New Delhi.
4. Mr. Satinder Kumar Jain, Director of Samyak Projects Pvt. Ltd.
5. Mr. Jitendra Kumar Magan, Additional Director of Samyak  
Projects Pvt. Ltd.

..... Respondents.

**APPEARANCE**

For Complainant: Mr. S.K. Vashisht, Advocate.

For Respondents: Mr. Karan Attri, Advocate for respondent No.1  
Mr. Shankar Wig, Advocate for respondent No.2.  
Ms. Deepika Khatana, Advocate for respondents  
Nos. 3 to 5.

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**ORDER**

1. This is a complaint filed by Mr. Kunal Vashisht (allottee) under Section 31 and Section 71 read under The Real Estate (R&D) Act, 2016 (referred as "Act of 2016") read with Rule 29 of The Haryana Real Estate (Regulation and Development), Rules 2017, against M/s Ansal Housing and Construction Ltd. & Others (promoters).

2. Briefly stated, according to the complainant, he was allotted of a shop on first floor, bearing no. F-005, having area of 330 sq.ft. in the project Ansal Hub-83, Boulevard, Sector-83, Gurugram, being developed by the respondents, for total price of Rs.32,43,158/- as per MOU dated 12.04.2013. A Builder Buyer Agreement between the parties was executed on 31.12.2014. The respondents had to offer the possession of said unit within 36 months with grace period of 06 months from the date of BBA or from the date of sanctioned of building plans. The due date of possession was 31.12.2018.

3. That he (complainant) has paid total amount of Rs.16,43,856/-. The respondent no. 3 terminated MOU dated 12.04.2013 through notice dated 10.11.2020. It was communicated by the respondent no.3 to the complainant through letter dated 22.01.2022, wherein respondent No.3 asked the complainant to submit

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“No Objection Certificate” in its favour but the same was neither agreed nor was submitted by him (complainant).

4. That dispute and differences between the respondents are pending before an Arbitrator. The Authority during the proceeding dated 06.02.2023 in complaint no. 1649/2022 asked the respondent No.3 to submit the copy of arbitration order dated 02.09.2022 but the same was not filed.

5. That the respondents harassed him (complainant) by sending a letter dated 12-05-2025 to take fit-out possession of the unit/shop. It was mentioned that in case of failure, the holding charges will be charged. The complainant declined the fit-out possession vide letter dated 19.05.2025.

6. That he (complainant) filed a complaint No.1649/2022 before the Authority seeking Delay Possession Charges, which was allowed vide order dated 13.05.2025.

7. That the respondent has not yet obtained the Occupation Certificate and Completion Certificate from the competent Authority and has no valid registration under Act of 2016.

8. Contending all this, the complainant has prayed for following reliefs:

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- a) to award the compensation of Rs.50 lakhs for the loss of earning in business or rent with interest and the amount of disproportionate the gain or unfair advantages as per Section 72(a) of the Act of 2016;
- b) to award compensation of Rs.10 lakhs for mental harassment, mental injury and physical harassment etc. with interest;
- c) to award litigation charges of Rs.2 lakhs of two complaints including the complaint filed before the HRERA/Adjudicating Officer;
- d) to award compensation of Rs.10 lakhs towards delay in handing over the possession as per BBA dated 31.12.2014;

9. The respondents Nos. 3 to 5 contested the complaint by filing joint reply. It is averred that on a complaint filed by same complainant, the Authority vide order dated 13.05.2025, has directed present respondents jointly and severally to pay interest at the prescribed rate of 11.10% per annum for every month of delay from due date of possession (31.12.2018) till the valid offer of possession or two months after obtaining occupation certificate, whichever is earlier.

10. That once the DPC has been granted, it satisfies the claim for compensation arising from the delay and no further monetary relief can be claimed under a different guise. Endless re-litigation under alternative heads, especially when relief has already been granted, only contributes to harassment of respondents.


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11. Stating all this, the respondents have prayed for dismissal of complaint, with exemplary costs.

12. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for all parties of case and perused the record.

13. According to learned counsel for complainant, due date of possession as per BBA was 31.12.2018 but respondents failed to deliver possession at agreed time, causing loss to his client i.e. complainant. During deliberations, it is admitted by learned counsel for the complainant that his client approached the Authority seeking delay possession compensation for delay of delivery of the possession and that complaint has been allowed by the Authority vide order dated 13.05.2025, copy of which has been put on file. The respondents in that case have been directed to pay interest at the prescribed rate of 11.10% per annum for every month of delay from the due date of possession i.e. 31.12.2018 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, apart from some other reliefs.

14. It is contended by learned counsel for the complainant that despite said order of the Authority, it is for the Adjudicating Officer to

  
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allow compensation for delay in handing over possession, in view of section 72 of Act of 2016. Learned counsel reminded that this Forum (AO) has jurisdiction to allow compensation in view of Sections 12, 14, 18 and 19 of said Act. Section 18 (3) prescribes for liability of promoter to pay compensation to the allottees, if same (promoter) fails to discharge any other obligation imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale. Learned counsel claims that where the respondent (promoter) failed to discharge its obligation of handing over possession in agreed time, as per terms and conditions of BBA, same is liable to pay compensation.

15. 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.**

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16. 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.

17. 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*


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*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."*

18. When 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.

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

Announced in open Court  
today i.e. on **29.04.2026**.

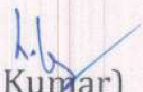
  
(Rajender Kumar)  
Adjudicating Officer,  
Haryana Real Estate Regulatory,  
Gurugram.

Kunal Vashisht Vs. M/s. Ansal Housing and Construction Ltd.

Present: Mr. S.K. Vashisht, Advocate for the complainant.  
Mr. Karan Attri, Advocate for respondent No.1  
Mr. Shankar Wig, Advocate for respondent No.2.  
Ms. Deepika Khatana, Advocate for respondents No. 3 to 5.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

  
(Rajender Kumar)  
Adjudicating Officer,  
29.04.2026