

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.577 of 2025

Date of Decision: 19 January, 2026

M/s Pareena Infrastructure Private Limited, Flat No. 02, Palm Apartments, Plot No. 13B, Sector-6, Dwarka, New Delhi-110075.

..... Appellant.

Versus

Mabood Aryaman, Apartment No. B502, ATS 1, Sector 50, Noida, Uttar Pradesh-560037.

..... Respondent.

CORAM:

**Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan**

**Chairman
Member (Judicial)
Member (Technical)**

Present: Ms. Navneet Kaur. Advocate for the Appellant

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 09.05.2025 passed by the Adjudicating Officer, RERA, Gurugram, whereby the complainant was awarded compensation of ₹5,00,000/- on account of financial loss and ₹1,00,000/- towards mental agony and physical harassment, along with interest @10.50% per annum from the date of the order till realization of the amount.

2. Factual matrix of the case is that the respondent–allottee/complainant booked a flat in the project "Coban Residences", Sector 99-A, Gurugram, floated by the appellant–promoter, at a total sale value of ₹1,49,92,185/- after paying booking amount of ₹10,00,000/-. Flat No. T-1104, having super area of 2352 sq. ft., was allotted to him vide provisional allotment letter dated 27.11.2013. The complainant thereafter made further payments aggregating to ₹39,95,237/-.He

received the Builder Buyer Agreement (BBA) through courier, but the same was never executed by the appellant despite repeated requests. The complainant noticed extremely slow construction progress and repeatedly visited the project site for updates. Despite paying nearly 30% of the sale consideration, the construction on site was not as per schedule. Due to continued inaction and lack of communication from the promoter, the complainant issued letters dated 15.09.2016, 07.06.2017, and 12.08.2017 seeking refund of the deposited amount, but no response was received. After waiting for more than four years without any progress, the complainant lodged a grievance with the PMO. After this, the appellant–promoter expressed willingness to settle the matter provided that the complaint was withdrawn. Based on this assurance, the complainant withdrew his PMO complaint, but thereafter received an e-mail dated 16.09.2018 stating that his earlier allotment had been converted to a 2BHK unit in another project “MICASA,” at a much higher rate. The complainant refused this proposal and continued correspondence through various e-mails dated 24.03.2018, 06.04.2018, 08.04.2018, 10.05.2018, 13.07.2018, 29.08.2018, 18.09.2018 and 31.07.2020, but to no avail. As per the terms of allotment, possession was to be delivered within 48 months of the first payment, i.e. by December 2017. However, due to inordinate delay and non-delivery of possession of allotted unit, the complainant filed Complaint No. 1151 of 2022 before the Authority, which was decided on 09.02.2023, wherein the Authority directed the promoter to refund the amount paid, after deducting 10% of the sale consideration, along with interest @10% per annum from the date of surrender till realization. The Authority also observed that the complainant may seek compensation through a separate complaint before the Adjudicating Officer. Pursuant to this direction, the complainant filed the present complaint seeking additional compensation for loss of rent, mental agony, and harassment.

3. Upon notice, the appellant–promoter appeared and contested the claim, urging dismissal of the complaint. It was argued that the Authority in its earlier order dated 09.02.2023 had already granted interest, which amounts to full compensation; hence, the present proceedings were not maintainable. The promoter also contended that the complainant was partly at fault for non-execution of the BBA and that allowing a separate compensation claim would amount to double benefit.

4. After hearing both sides and examining the record, Adjudicating Officer partly allowed the complaint and awarded compensation as stated in para 1 of this order.

5. Feeling aggrieved, promoter has preferred this appeal, reiterating that since compensation in the form of interest was already awarded earlier, no further compensation could be granted. It is also contended that the present complaint should not have been entertained under the same cause of action.

6. We have carefully considered the arguments advanced by both parties and perused the entire record. The relevant facts namely, booking of the flat, issuance of the allotment letter dated 27.11.2013, and payment of the amount by the complainant are undisputed. Admittedly, the promoter failed to complete and deliver possession of the unit within the stipulated time and failed to establish any justifiable cause for such delay. It is pertinent to note that the earlier order dated 09.02.2023 dealt solely with refund and interest under Section 18 of the Real Estate (Regulation and Development) Act, 2016 (“the Act”). The Authority, in express terms, directed the complainant to approach the Adjudicating Officer for adjudication of compensation. Thus, the present proceedings arise under a distinct statutory provision concerning compensation and are independent in nature. The claim for compensation is therefore not hit by the principle of *res judicata*, as it is not grounded on the same cause of action but represents a separate relief that the

Act itself recognizes under Section 71. Section 18 of the Act clearly provides dual remedies -(i) refund of the deposited amount with interest, and (ii) compensation for the loss or damage sustained due to the promoter's default. The *Hon'ble Supreme Court in Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors., Civil Appeal Nos. 6745–6749 of 2021*, has categorically held that these are distinct and independent rights available to an allottee. In this view, the complaint for compensation was rightly entertained by the Adjudicating Officer. The quantified compensation awarded on account of financial loss, mental agony, and physical harassment is reasonable and based on the facts presented.

7. In view of above discussion, we find no illegality or infirmity in the impugned order dated 09.05.2025. The same is upheld. Accordingly, the appeal stands dismissed for lack of merit.

8. The amount deposited by the appellant–promoter with this Tribunal in view of the provisions of Section 43(5) of the Act, along with interest accrued thereon, be remitted to the Authority, for disbursement to the complainant–respondent, subject to tax liability, if any.

9. Copy of this order be sent to both the parties, their counsel, Adjudicating Officer and the Authority below for compliance.

10. File be consigned to the records.

Justice Rajan Gupta
Chairman,
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

January 19 , 2026/mk