

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Date of Decision: November 27, 2025**

**(1) Appeal No. 323 of 2025**

M/s Mascot Buildcon Pvt. Ltd., RO 294/1, Vishakarma Colony, Opp  
ICD, M. B. Road, Lal Kuan, New Delhi-110044

...Appellant  
**Versus**

Atul Raizada, L-32/7, DLF Phase-II, DLF Qutub Enclave, Gurugram,  
Haryana

...Respondent

**(2) Appeal No. 325 of 2025**

M/s Mascot Buildcon Pvt. Ltd., RO 294/1, Vishakarma Colony, Opp  
ICD, M. B. Road, Lal Kuan, New Delhi-110044

...Appellant  
**Versus**

Atul Raizada, L-32/7, DLF Phase-II, DLF Qutub Enclave, Gurugram,  
Haryana

...Respondent

**CORAM:**

<b>Justice Rajan Gupta</b>	<b>Chairman</b>
<b>Dr. Virender Parshad</b>	<b>Member (Judicial)</b>
<b>Dinesh Singh Chauhan</b>	<b>Member (Technical)</b>

**Present:** Mr. Gulshan Sharma, Advocate for the appellant.

**ORDER:**

**JUSTICE RAJAN GUPTA, CHAIRMAN**

This order shall dispose of above-mentioned two appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 323 of 2025.

2. Present appeal is directed against order dated 20.11.2024, passed by Adjudicating Officer of the Authority<sup>1</sup>. Operative part thereof reads as under:

*“29. The complainant has sought a sum of Rs.5,00,000/- as compensation for mental harassment and agony suffered by the same. According to complainant, the respondent by giving advertisement invited intended buyers including himself to purchase unit in the project for which the respondent had no license. The fact that the respondent had no license has not been refuted by the latter, as no reply was filed by the same, despite opportunity.*

*30. Section 7 of Act 16 of 2016 prohibits a promoter from transferring or agreeing to transfer in any manner, plot in a colony or in making advertisement or to receive any amount in respect thereof. Further same restrains a promoter to erect or to erect any building in any colony in respect of which license under Section 3, has not been granted. By making an advertisement, receiving an amount and agreeing to transfer unit in a project for which respondent had no license, the latter committed wrong. Apparently, when complainant came to know that he is not getting any unit as promoter had no license, was enough to presume that same suffered mental agony and harassment.*

*31. On the other hand, respondent enjoyed money paid by the complainant, despite knowing that it had no license to develop any such project. In this way, respondent received illegal gains from the money paid by the complainant. The latter (complainant) is thus entitled to compensation in this regard. Compensation of Rs.5000/- as sought by the*

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<sup>1</sup>Haryana Real Estate Regulatory Authority, Gurugram

*complainant, does not appear unreasonable. Same is thus allowed.*

*32. The complainant has also sought a sum of Rs.1,00,000/- as legal fee and expenses borne by the same. Although no certificate of advocate's fee etc. has been put on file, even then it is apparent that complainant was represented by an advocate, during proceedings of this case. Considering all this, complainant is allowed a sum of Rs.50,000/- as legal expenses, to be paid by the respondent.*

*33. The complaint in hands is thus allowed. The respondent is directed to pay aforesaid amounts to the complainant along with interest at rate of 10.50% per annum from the date of this order, till realization of the amount. File be consigned to record room."*

3. It appears that a project in the name and style of 'Oodles Skywalk', village Sihi, Sector 83, Gurugram was floated by appellant-promoter- M/s Mascot BuildconPvt. Ltd. A unit measuring 500 square feet was allotted to the respondent vide allotment letter dated 18.01.2016. Builder Buyer's Agreement was never executed. However, in MOU dated 01.07.2023 executed between the parties, there was a clause for grant of assured returns to the allottee and Rs.4,27,857/- were paid as assured returns till June, 2016. Total sale consideration of the unit was Rs.31,31,000/-, out of which the respondent-allottee paid an amount of Rs.25,00,265/-. Due date of possession was 21.03.2017, however, neither Occupation Certificate was granted to the project nor offer of possession was ever made to the respondent-allottee. Therefore, on 25.02.2020, the respondent-allottee filed a complaint seeking refund of the amount paid along with interest, balance assured returns, compensation of Rs.5,00,000/- and Rs.1,00,000/- as legal fee. The claim was resisted by the appellant-promoter. On due consideration of rival contentions, the Authority directed that the appellant-promoter would refund the amount received by it from the respondent-allottee along with interest @10% per annum after deducting the amount of assured

returns, already remitted to the allottee. This order attained finality as no appeal was preferred against this order.

4. The respondent-allottee, however, filed a separate complaint before the Adjudicating Officer seeking compensation for mental harassment and agony suffered by him. His plea was also resisted by the appellant-promoter stating that the complaint of the respondent-allottee has already been allowed by the Authority. It was beyond the scope of the Act<sup>2</sup> to add certain reliefs by filing separate complaint before the Adjudicating Officer. The concerned Court, however, allowed compensation of Rs.5,00,000/- for mental harassment and agony suffered by the respondent-allottee and Rs.50,000/- as legal expenses along with interest @ 10.50% per annum from the date of order till realisation.

5. Though there can be serious doubt about the maintainability of claim for compensation by separate proceedings before the Adjudicating Officer, yet only Rs.5,50,000/- more have been awarded to the respondent-allottee. Therefore, this Bench does not feel it necessary to interfere in the order passed by the Adjudicating Officer, leaving it open to decide the question of maintainability in appropriate case. It, however, needs to be noticed that interest @ 10.50% per annum has been directed to be paid by appellant-promoter from the date of order till realisation.

6. In view of the fact that there is doubt about maintainability of the second complaint and there appears to be default on the part of the respondent-allottee as well, he would not be entitled to interest as granted by the Adjudicating Officer i.e. 10.50% (from the date of order till realisation) [*See-Godrej Projects Development Ltd. V. Anil Karlekar and others*<sup>3</sup>].

7. The appeals are partly allowed in the aforesaid terms.

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<sup>2</sup>The Real Estate (Regulation and Development) Act, 2016

<sup>3</sup>(2025) 2 SCR 343

8. The amount of pre-deposit made by the appellant-promoter along with each appeal in terms of proviso to Section 43(5) of the Act, along with interest accrued thereon, be remitted to the Authority for disbursement to the parties as per their entitlement, subject to tax liability, if any.
9. Copy of this order be sent to the parties/their counsel and the Authority.
10. Files be consigned to records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad  
Member (Judicial)

Dinesh Singh Chauhan  
Member (Technical)

November 27, 2025  
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