

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 1268 of 2025

Date of Decision: April 17,2026

New Look Builders & Developers Pvt. Ltd., First Floor, The Great Eastern Centre, 70, Nehru Place, Behind IFCI Tower, New Delhi-110 019

Appellant

Versus

Mona Advani, A-70, DDA Flats, MIG, Saket, New Delhi

Respondent

CORAM:

**Justice Rajan Gupta
Dinesh Singh Chauhan**

**Chairman
Member (Technical)**

Present : Mr. Deeptanshu Jain, Advocate for the appellant.
Mr. Sahej Mahajan, Advocate for the respondent.

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 21.08.2025 passed by the Authority¹, which reads as under:

“The present complaint was filed on 03.03.2025 and registered the complaint no. 1081 of 2025 and reply was received on behalf of respondent no. 1&2 on 08.07.2025.

On 11.04.2024, the counsel for the respondent filed Misc. application bearing no. 291 of 2025 in CR/1081/2025, under Section 36 of the Act, seeking directions to refund the amount paid by the complainant along with applicable interest. On last date of hearing (i.e. 08.05.2025), the counsel for the

¹ Haryana Real Estate Regulatory Authority, Gurugram

complainant states that the complainant wishes to continue with the project in terms of BBA and is not willing to accept the refund.

The counsel for the respondent states that as per the master settlement agreement dated 24.12.2019 between the respondent and Ansal Properties and Infrastructure Private Limited and 6 other's, the subject unit in question in the present complaint is not with the present respondent and the respondent is ready to refund the received amount along with interest as per the Rule 15 of the Act, 2016.

The counsel for the complainant states that as per Section 18 of the Act, 2016, it is wish of the allottee whether he wishes to continue or withdraw from the project and the present complaint is being filled by the complainant-allottee is for seeking the delay possession interest till actual handing over of the unit along with delivery of the possession of the allotted unit and other reliefs.

In view of the above, the Authority is of the view, that as per Section 18 of the Act, 2016, the promoter is liable on demand to the allottees, in case the allottee wishes to withdraw from the project or allottee does not intend to withdraw the project. And in the present complaint, the complainant-allottee does not wish to withdraw from the project. Further observes that the relief prayed in the application is not an interim relief, however, the same will affect the main relief being sought by the complainant-allottee.

Therefore, in view of the above submissions of the parties and observations of the Authority, the present application under Section 36 of the Act, 2016, filed by the respondent is not maintainable and is hereby dismissed.

Matter to come up on 30.10.2025 for further proceedings.”

2. It appears that a complaint was filed by the respondent-allottee seeking direction to the appellant to handover the legal and rightful possession of the unit to the allottee along with all amenities and facilities. During the pendency of the complaint, application under Section 36 of the Act² was moved by the appellant-“New Look Builders and Developers Pvt. Ltd.” seeking direction to refund the amount paid by the respondent-allottee along with applicable interest in view of some settlement stated to have been arrived at between the appellant and Ansal Properties and Infrastructure Private Limited on 24.12.2019. Admittedly, the respondent-allottee was not *privy* to the same. Vide impugned order, the Authority has dismissed the application filed by the appellant.

3. We find no infirmity with the order. Section 36 of the Act is reproduced hereunder for ready reference:

“36. Power to issue interim orders.- *Where during an inquiry, the Authority is satisfied that an act in contravention of this Act, or the rules and regulations made thereunder has been committed and continues to be committed or that such act is about to be committed, the Authority may, by order, restrain any promoter, allottee or real estate agent from carrying on such act until the conclusion of such inquiry (or) until further orders, without giving notice to such party, where the Authority deems it necessary.”*

4. The aforesaid provision has been incorporated in the Act for grant of interim relief. However, the prayer made by the appellant-promoter is for a direction to refund the amount along with interest. This cannot be termed as an interim relief

² The Real Estate (Regulation and Development Act, 2016

under any circumstances. On the other hand, it appears to be a tactic on behalf of the appellant to render the proceedings before the Authority infructuous. Such an attempt to cut short the proceedings is deprecated. Admittedly, an application has been moved by the appellant before the Authority seeking directions to be issued to the complainant-allottee to implead Ansal Properties and Infrastructure Private Limited as respondent in the array of parties. During pendency of the same and proceedings in the main case, which are stated to have made quite a headway, present application under Section 36 of the Act was moved. Same has rightly been dismissed by the Authority. No prayer for refund of amount can be entertained under Section 36 of the Act.

5. In view of above, application under Section 36 of the Act as well as present appeal are not only mis-conceived but an attempt to overreach and scuttle the legal process envisaged by the Act. Same are hereby dismissed with costs of Rs.25,000/-.

6. Copy of this order be sent to the parties/their counsel and the Authority.

7. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

April 17,2026
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