BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: August 14, 2026
Appeal No. 381of 2026

1. Microtek Infrastructures Pvt Ltd.
2. Deepanshu Projects Pvt. Ltd.

Both having Registered Office at H-56, Udhyog Nagar, Main Rohtak Road, New Delhi - 110041

... Appellant–Promoters

Versus

1. Mridula Parti
2. Partha Sarathi De

Both R/o D-99, G.F., South City – II, Gurugram - 122018.

... Respondent–Allottees

CORAM:

Justice Rajan Gupta — **Chairman**
Dr. Virender Parshad — **Member (Judicial)**

Present: Mr. A.R. Takkar, Sr. Advocate assisted by
Mr. Shobhit Phutela, Advocate,
Mr. Dushyant Rana, Advocate,
Mr. Aastha Tyagi, Advocate,
for the appellants.

O R D E R:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 11.02.2026, passed by the Adjudicating Officer of the Authority[1]at Gurugram in Complaint No.1369 of 2025 filed by the allottees, whereby appellant-promoters were directed to pay compensation to the tune of Rs. 40,16,000/- for loss of appreciation, Rs. 1,00,000/- for mental agony and harassment and Rs. 50,000/- as cost of litigation.

2. Factual matrix of the case is that the appellant-promoters launched a residential group housing project, namely "Greenburg" situated at Sector-86, Gurugram, Haryana, wherein respondent-allottees booked a unit bearing No. 602 in Tower No. J on6th Floor, measuring 1480 sq. ft. vide allotment letter dated 20.05.2015 and

[1]Haryana Real Estate Regulatory Authority, Gurugram

Apartment Buyer Agreement was executed between the parties on 21.05.2015. As per the agreement, due date of possession of the unit was 01.01.2017. Occupation Certificate to the project was granted on 27.07.2017 subject to various conditions and an offer of possession was made by the promoter on 14.07.2018.Respondent-allottees paid Rs. 40,16,977/- against the total sale consideration of the unit i.e., Rs.1,02,64,540/-. Appellant-promoters delayed delivery of possession which compelled the respondent-allottees to approach the Authority by filing complaint No. 613 of 2018 seeking refund of entire paid-up amount along with other reliefs. Said complaint wasdecided on 29.10.2024, vide whichthe Authority directed the appellant-promoters to refund the paid-up amount after deducting 10% of the sale consideration along with interest @ 11.10% per annum. Thereafter, respondent-allottees approached the Adjudicating Officer by filing complaint No. 1369 of 2025 for compensation on various counts.

3. Stand of the appellant-promoters before the Adjudicating Officer was that the complaint is barred by the principles of *resjudicata* and limitation. It was further contended thatthe complaint does not disclose any cause of action and has been filed to extract illegal and unlawful benefit from the appellant-promoters. It was averred that appellant-promoters completed the project and offered possession of the allotted unit vide letter dated 14.07.2018 and the complainants were asked to clear the outstanding dues as per payment plan opted by them. However, instead of taking possession of the unit after paying balance amount, complainants sought refund of the amount by filing complaint before Authority, in which Authority also observed that fault lies with the respondent-allottees and allowed 10% deduction from the paid-up amount.

4. After considering rival contentions of the parties, the Adjudicating Officer disposed of the complaint vide the impugned

order, vide which appellant-promoters were directed to pay compensation along with litigation cost to the respondent-allottees.

5. Feeling aggrieved, the appellant-promoters have filed the present appeal contending that the Adjudicating Officer has erred in computing the loss of appreciation by relying upon AI tools and an overview of the surge in property prices in Gurugram. It was further contended that as respondent-allottees had already been awarded refund after 10% deduction along with interest, thus the complaint filed by the respondent-allottees for compensation before the Adjudicating Officer was not maintainable as it was barred by the principle of *resjudicata*. It was further submitted thatthe Adjudicating Officer failed to consider that the Occupation Certificate was granted to the project and possession was also offered to the respondent-allottees and it was the allottees themselves who refused to take possession despite their obligation provided under Section 19(10) to do so. It was also observed by the Authority that there was default on the part of the allottees, and it permitted the appellant-promoters to deduct 10%, whereasthe Adjudicating Officer granted compensation while ignoring the default of the allottees.

6. We have heard learned counsel for appellant-promoters and carefully examined the record of the case.

7. It is undisputed that the due date of possession of the unit was 01.01.2017, whereas Occupation Certificate to the project was granted on 27.07.2017 and possession was offered on 14.07.2018 after a delay of almost one yearfrom the date of receipt of Occupation Certificate, which clearly shows the default on the part of the appellant-promoters.

8. The plea of the appellant-promoters that the complaint filed before the Adjudicating Officer was not maintainable, being barred by the principle of *res judicata*, is untenable. The Hon'ble Supreme Court, in **Newtech Promoters & Developers Pvt. Ltd. v.**

State of U.P., has categorically held that refund and compensation are separate and distinct remedies under the Act, each operating in a different field. While refund is to be considered by the Regulatory Authority, compensation is to be adjudicated by the Adjudicating Officer in accordance with Sections 71 and 72 of the Act. Therefore, the mere fact that the respondent-allottees had earlier received award of refund does not bar them from claiming compensation.

9. Accordingly, the Adjudicating Officer was justified in entertaining the compensation claim and granting relief on an independent assessment of the injury suffered by the respondent-allottees. The appellant-promoters cannot defeat such a claim merely by relying upon the refund order, because the two remedies are not interchangeable and do not extinguish each other. On the contrary, the statutory scheme itself recognizes that a person aggrieved by delay or default may pursue compensation before the Adjudicating Officer even where refund has already been dealt with separately.

10. The Adjudicating Officer was justified in adopting the AI overview as a practical reference point for assessing the prevailing surge in property prices in the concerned locality. The issue before the Adjudicating Officer was not to conduct a full-fledged valuation exercise like a certified valuer, but to determine a reasonable measure of compensation having regard to the facts of the case and the market conditions during the relevant period. In that context, the AI overview was used only as a supporting aid to indicate the broad upward trend in prices in Gurugram, and not as the sole or conclusive basis of determination.

11. It is further significant that the Adjudicating Officer did not mechanically accept the AI output in isolation, but used it as an indicative tool to assist in understanding the magnitude of appreciation. The reasoning remained tied to the facts of the case, namely the date of payment, the period of delay, and the effect of

inflation and market escalation on the allottee's money. In that sense, the approach was neither novel for the sake of novelty nor speculative; it was a fact-based method adopted to ensure that the compensation awarded was just, realistic, and proportionate to the injury suffered by the allottees.

12. In view of the foregoing discussion, we are of the considered view that the impugned order does not suffer from anyinfirmity warranting interference.

13. Thus, the appeal filed by the appellant-promoters isaccordingly dismissed. However, the present order has been passed keeping in view the facts and circumstances of the instant case and would not act as a precedent.

14. The amount deposited by the appellant-promoters with this Tribunal as pre-deposit in order to comply with the provisions of Section 43(5) of the Actalong with accrued interest thereon, be remitted to the Haryana Real Estate Regulatory Authority, Gurugram for disbursement to the parties as per their entitlement in accordance with law and Rules, subject to tax liability, if any.

15. Copy of this order be sent to the parties/their counsel and to the Authority, Gurugram for compliance.

16. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

August 14,2026/mk