

**BEFORE THE
REAL ESTATE REGULATORY AUTHORITY, PUNJAB,
CHANDIGARH**

**Complaint No. 81 of 2018
PBRERA-SAS80-PR0033
Date of decision: 04.09.2019**

Kulwant Singh Brar S/o Jarnail Singh R/o #22688, Street No. 2, Bhagu Road, Bhatinda,
Punjab.

...Complainant

VERSUS

Omaxe Chandigarh Extension Pvt. Ltd.,
through its Managing Director
Office Address: India Trader Tower, 1st Floor, Baddi Kurali Road, New Chandigarh
(Mullanpur), Distt. Mohali, Punjab, 140901.

...Respondent

Present:- Sh.Himanshu Raj, Advocate on behalf of the Complainant.
Sh. Munish Gupta, Advocate for the respondent.

ORDER

The complainant filed the present complaint on 16.05.2018 in respect of Floor No.CRC/449L10/FIRST/2 in the project "Celestia Royal Chandigarh" on dated 23.02.2016. The complainant had also booked a flat in the name of his wife, Karamjeet Kaur, in another project named as "The Lake" of the respondent which is also situated in Mullanpur, New Chandigarh, Mohali by depositing the booking amount. The entire amount of booked flat in the name of wife was adjusted in the project "Celestia Royal Chandigarh" against his above booking Floor No.CRC/449L10/FIRST/2 with the consent of Respondent. The details of the same are as under:-

Cheque No.	Dated	Amount
1244714	16.02.2016	300000
1246942	25.02.2016	1466362

(amount adjusted from previous
booking "The Lake")

The complainant has alleged that the respondent has failed to offer possession of the booked flat in the project "Omaxe Celestia Royal" so far and Buyer's Agreement against the booked flat has not been executed so far. As such he sought the relief of refund of the entire amount alongwith interest as per the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the Act) and of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as 'Rules'). The relief of compensation initially asked for was given up by the complainant during the proceedings.

The respondent was asked to file a reply to answer the alleged contraventions, which was duly filed by him on 20.07.2018 before this bench of Authority alongwith a copy of the same to the complainant. During the case proceedings the respondent also tried to mutually settle the matter which could not be finalized amicably. The case came up for arguments today.

Both the parties came present. The counsel for the complainant made his submissions and sought the refund of the entire amount alongwith interest of delayed period as per the provision of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the Act) and of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as 'Rules'). The counsel for the respondent could not satisfactorily explain the reason for the delay and why the relief sought should be denied.


Based on the merits of the case and the submission made today, the following is ordered:-

1. The respondent is directed to refund the entire amount paid by the complainant alongwith adjusted amount within 60 days from the date of this order.
2. As provided in section 18 (1) para two of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 the respondent shall pay interest w.e.f. 25.02.2016 (booking of 2nd flat) as per State

Bank of India highest marginal cost of landing rate + 2% till the date of this order. This amount shall be paid within 60 days of this order.

The complaint is accordingly disposed off. File be consigned to record room and copy of order be provided, free of cost, to both the complainant and the respondent.

Chandigarh
Dated: 04.09.2019


(SANJIV GUPTA)
Member
RERA, Punjab 04/09/19