


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

- I. GC No.1020 of 2018  
Date of Institution 11.09.2018
- Gagandeep Singh Walia S/o Sh. Ranjit Singh Walia  
R/o House No. 1023 Sector – 71 Mohali - 160071  
....Complainant
- Versus
- Janta Land Promoters Pvt. Ltd. SCO 39-42, Sector 82, SAS  
Nagar, Mohali  
.... Respondent
- II. GC No.1069 of 2018  
Date of Institution 26.11.2018
- Abhimanyu Singh Vinayak  
R/o House No. 44-45, Shivaji Park, Yamunanagar, Haryana  
....Complainant
- Versus
- Janta Land Promoters Pvt. Ltd. SCO 39-42, Sector 82, SAS  
Nagar, Mohali  
.... Respondent
- III. GC No.1098 of 2018  
Date of Institution 14.12.2018
-  Raznee Dewan  
R/o House No. 2027, Guru Nanak Vihar, Chandigarh - 160047  
....Complainant
- Versus
- Janta Land Promoters Pvt. Ltd. SCO 39-42, Sector 82, SAS  
Nagar, Mohali  
.... Respondent

IV

GC No.1272 of 2019  
Date of Institution 13.04.2019

1. Deepanshu Garg S/o Sh. Pawan Kumar Garg
2. Gayatri Ghanekar W/o Sh. Deepanshu Garg

Both r/o B-307, Pebbles 2, Survey No. 270, behind DSK  
Toyota Showroom, Bavdhan BK, Pune, Maharashtra - 411021

....Complainants

Versus

Janta Land Promoters Pvt. Ltd. SCO 39-42, Sector 82, SAS  
Nagar, Mohali

.... Respondent

V

GC No.1273 of 2019  
Date of Institution 18.04.2019

1. Pradip Mehra S/o Dr. P.L. Mehra
2. Shefali Mehra W/o Sh. Pradip Mehra

Both r/o House No. 198, Sector - 11- A, Chandigarh

....Complainants

Versus

Janta Land Promoters Pvt. Ltd. SCO 39-42, Sector 82, SAS  
Nagar, Mohali

.... Respondent

Present : None

**ORDER**

This common order will decide the above five complaints since similar points of law and fact are involved in each of these. A copy thereof be placed on each file.

2 Briefly, it may be noted that 5 complaints were filed by the complainants against the respondent under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter called the Act) mainly seeking the relief of delivery of possession of the apartments allotted to them and interest for the period of delay in handing over the possession. The complaints were allowed by a single-member Bench of the Authority, and the respondent was directed to pay interest for the period of delay from the promised date of possession till the date of handing over of possession to the complainant. The interest accrued till the date of the order was to ordered to be paid within a specified period (45 days in complaints no. 1020, 1069, and 1098); and 60 days (in complaints no 1272 and 1273); and the balance to be adjusted at the time of delivery of possession. The respondent filed appeals against these orders before the Real Estate Appellate Tribunal. 4 of the appeals were dismissed while the fifth one (in GC 1273 of 2019) is learnt to be still pending. The promoter–respondent approached the High Court against these orders by way of various Civil Writ Petitions; and vide its order dated 16.10.2020 passed in CWP No. 8548 of 2020 and connected matters, the orders of the Authority and the Tribunal were set aside and the complainants remanded to this Authority for fresh decision.

3. Before proceeding to discuss the matter in detail, it would be useful to note the details of the different complaints, as follows:

Name of the Allottee & Apartment No.	Carpet Area	Payment Plan	Date of issue of Allotment Letter	Promised date of possession
Gagandeep Singh Walia F-901	3102 Sq. Ft.	Construction Linked Payment Plan	15.01.14 (revised offer)	15.01.2016
Abhimanyu Singh Vinayak D-101	3102 Sq. Ft.	Lumpsum payment	13.08.2016	13.08.2017
Raznee Dewan D-502	3007 Sq. ft.	Construction Linked Payment Plan	08.03.2013	08.09.2015
Deepanshu Garg & Anr. C-702	3102 Sq. Ft.	Construction Linked Payment Plan	05.04.2014	05.10.2016
Pradip Mehra & Anr. F-702	3102 Sq. Ft.	Construction Linked Payment Plan	25.01.2013	25.07.2015

4. Arguments were heard on 03.03.2021. On behalf of all complainants the basic argument was similar in nature. It was pointed out that as per the Allotment Letter, the possession of the apartment was to be handed over within a specified period but the same had not been done, bringing the matter with the purview of Section 18(1) of the Act, and therefore interest for the period of delay was to be paid by the respondent. On the other hand, in his submissions, Sh. Ranjit Singh Kalra, Advocate for the respondent did not deny the delay in delivery of possession. He however listed out some factors that were beyond the control of the respondent and had led to the project been delayed. These are as follows:

- (i) Delay in obtaining environmental clearance which ultimately forced the respondent to approach the High Court in the matter.
- (ii) The stay on mining imposed by various authorities during the stage of construction leading to shortage of sand, gravel etc.
- (iii) The detection of waterlogging at the site.

He contended that despite these hurdles, the respondent had obtained the Completion Certificate for the project on 15.12.2017 and subsequently offered possession to the complainants. 3 of them had already taken the possession of the apartment; but Sh. Deepanshu Garg & Sh. Pradip Mehra (in complaint nos. 1272 and 1273 respectively) had not taken the possession so far. It was further submitted that compensation for delay in delivery of possession had already been paid to the complainants at the rate mentioned in the Allotment Letter i.e. Rs. 10/- per sq. feet per month. The amount so paid should be set off against any interest to be paid by the respondent, it was contended.

5. In rebuttal Sh. Arjun Shukla, Counsel for the complainant in GC No. 1273, contended that the alleged causes of delay pointed out by the respondent were not in the nature of *force majeure*. Instead these were normal business risks and should have been kept in view by the respondent while committing possession of the apartment within 30 months from the issue of Allotment Letter. He also pointed out that the nature of two payments made by the respondent i.e. compensation as per the terms of the allotment, and interest as directed by the Authority/Tribunal were totally different – the former was a consequence of the violation of an agreement while the latter was the cost of capital. Hence the amount paid as the compensation should not be allowed to set off against the interest due to the complainants, he pointed out.

6. We have carefully considered the rival contentions and gone through the record of the case. We find all the issues raised in these proceedings have already been settled by various decisions of the Authority and the Tribunal. Keeping those in view, the complaints are disposed off in the following terms:

(i) The respondent is directed to pay interest @ 9.3% (today's highest SBI MCLR rate of 7.30% plus 2%), as prescribed in Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017. This interest will be from the date starting from the promised date of possession (as mentioned in para 3 above) and continuing till a date 2 months after the date of offer of possession. The period of 2 months is allowed to an allottee under Section 19 (10) of the Act.

(ii) The amount paid to the complainants by the way of compensation in terms of the Allotment Letter is allowed to be set off against the above interest to be paid by the respondent.

(iii) The complainants in GC No. 12732019 and GC No. 12722019 are directed to take possession of the apartment, within 2 months from the date of issue of this order. Any outstanding amount payable by them shall be cleared before the possession is taken over and interest for any delayed payment will also have to be paid at the rate indicated at (i) above.

7. Before finally parting with the matter, it needs to be noted that Counsel for the respondent pointed out that in the month of

January, 2021 the National Green Tribunal had passed an adverse order against it by cancelling the environmental clearance granted to the project, and also nullifying the Completion Certificate issued by the competent authority. He submitted that the respondent was seeking relief against this order but was not sure of the ultimate outcome of the matter. We feel this matter is not in the purview of this Authority and can only say that the ultimate decision of the Tribunal or the courts on this issue will be binding on all concerned.

Announced.

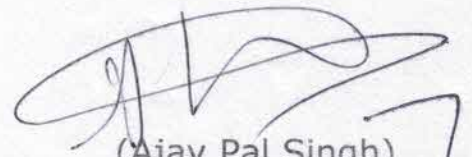
Dated: 07.04.2021



(Navreet Singh Kang)  
Chairperson



(Sanjiv Gupta)  
Member



(Ajay Pal Singh)  
Member