

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

**File No. 22/M(SG)**

**GC No.10872018**

**Date of filing: 22.11.2018**

**Date of decision: 07.08.2020**

**PBRERA-SAS80-PR0093**

J.N. Singh r/o 312/2, Rani ka Bagh, Simla Road, Nahan Distt. Sirmour,  
Himachal Pradesh-173001

...Complainant(s)

Versus

M/s. Manohar Infrastructure and Constructions Pvt. Ltd., SCO 139-141,  
Level-1, Sector 17-C, Chandigarh-160017.

...Respondent

Present:- Complainant in person.  
Sh. Tarninder Singh, Director of the promoter/respondent company  
alongwith Sh. Dinesh Madra & Sh. Manmohan, counsels for the  
respondent.

**ORDER**

The complainant submitted an "Expression of Interest" (annexure C-1 of the complaint) in respect of a Plot measuring 250 sq. yd. in project titled as "The Palm (Palm Springs/Palm Eco/Palm Garden/Villas)" of the respondent, on 26.03.2012. The basic sale price of the plot was 46,25,000/- and in addition EDC and PLC charges. He remitted a sum of Rs.13,87,500/- vide Cheque No. 098554 Dated 26.03.2012 drawn on State Bank of India.

The complainant further made a payment of Rs.15,00,000/- vide cheque No. 406284 dated 09.01.2018, (copy attached as annexure C-4) with the complaint. Thereafter, the complainant received a copy of customer ledger account dated 29.01.2018 (annexure C-6), which was maintained by the respondent, indicating the area of the plot, BSP and total BSP amount, EDC charges and also the details of the payments received from the complainant till that date and the amount outstanding towards the complainant. In response to the same, the complainant submitted a letter dated 02.02.2018 (annexure C-5 with the complaint) to the respondent with the subject cited as "Preference Request".. The letter relates to acceptance of various conditions i.e. PLC charges @ 10% per. sq. yd. for plot no. 702 selected by the complainant, as well as EDC charges @ Rs.4,000/- per sq. yd. as agreed by the complainant. This letter was duly signed by the complainant and counter signed by the respondent. Thereafter, the complainant requested the respondent

on 06.08.2018 in writing for adjustment of Rs.10,00,000/- paid against PEC-14 (Plot No.1035) to PGH-45 (Plot No. 702 i.e. plot in question).

The complainant filed the present complaint on 22.11.2018 and alleged that he has so far paid an amount of Rs.28,87,500/- which is approximately 70% of the total BSP. He further alleged that the possession of the plot was promised in the month of March, 2015 but despite a delay of 44 months the possession has not been offered to him. He accordingly sought the following reliefs:-

*"In view of the facts mentioned in preceding paragraphs, the complainant prays for the following relief(s):-*

- i. To give necessary directions to the respondents for delivery of possession of plot along with interest for delay in delivery of possession till realization as per the provisions of Sec. 18 and Sec.19(3) of the RERA Act read with Rule 16 of PBRE(R&D)Rules,2017.*
- ii. To impose penalty upon the respondents as per the provisions of Section 60 of RERA Act for willful default committed by them.*
- iii. To impose penalty upon the respondents as per the provisions of Section 61 of RERA Act for contravention of Sec.12, Sec.14, and Sec. 16 of RERA Act.*
- iv. To issue directions to make liable every officer concerned i.e. Director, Manager, Secretary, or any other officer of the respondent's company at whose instance, connivance, acquiescence, neglect any of the offences has been committed as mentioned in Sec.69 of RERA Act,2016 to be read with Punjab RERA Rules,2017.*
- v. To recommend criminal action against the respondents for the criminal offence of cheating, fraud and criminal breach of trust under section 420,406 and 409 of the Indian Penal Code.*
- vi. To issue direction to pay the cost of litigation.*
- vii. To issue direction to pay the compensation to complainant for compensation for his mental agony, pain and harassment.*
- viii. Any other relief which this Hon'ble Authority deem fit and appropriate in view of the facts and circumstances of this complaint.*



On receipt of the complaint a notice was issued to the respondent for appearance and reply for 18.12.2018. The following is the sequence of events in regards to the complaint starting from 18.12.2018:-

18.12.2018 Both the parties came present and respondent was explained about the contraventions alleged to be committed and the respondent did not plead guilty and wanted to contest the complaint. Counsel for the respondent sought time for filing of reply. Accordingly, he was directed to file same on or before 16.01.2019.

In the meanwhile, counsel for the respondent filed his reply dated 02.01.2019.

16.01.2019 Counsel for the complainant sought time for filing of rejoinder and he also requested to fix the date alongwith 2 other cases i.e. 13.02.2019, which was accepted.

13.02.2019 Counsel for the complainant again sought time for filing of rejoinder and matter adjourned for 05.03.2019.

05.03.2020 Court was not being held due to other important engagements and matter adjourned with direction to the counsel for the complainant to file rejoinder, if needed, one week prior to the next date of hearing.

27.03.2019 Counsel for the complainant submitted that complainant is not pressing for the relief of compensation and he prayed for hearing by this bench. He further stated that he shall have the liberty to file a case for compensation at later stage in form 'N'. None came present for the respondent and requested through email for adjournment. Counsel for the complainant also sought time for filing rejoinder.

02.05.2019 Complainant sought time for filing of rejoinder.

23.05.2019 Complainant alongwith proxy counsel submitted that he is not filing any rejoinder and requested to adjourn the matter and fix it for arguments. Accordingly, matter adjourned.

24.06.2019 Complainant submitted in writing that he has withdrawn his power of attorney issued in favour of his counsel in respect to the present complaint and wanted to pursue his case by his own. He further sought adjournment.

23.07.2019 Counsel for the respondent showed his willingness to explore the possibility of mutual settlement by sitting together on 05.08.2019 at 11.00 A.M. in the office of respondent, to which the complainant

consented and matter adjourned to review the possibility of mutual settlement, if finalized, otherwise for arguments.

- 04.09.2019 Authorized representative for the respondent submitted that there are still some issues which are to be discussed between both the parties for finalization of the mutual settlement and sought adjournment, to which complainant consented.
- 12.09.2019 Another new counsel came present and filed his power of attorney alongwith complainant. Both the parties again agreed to explore the possibility of mutual settlement, if any, otherwise, counsel for the respondent shall produce evidence in regards to calculation of EDC and proof of deposit of the same with the Competent Authority alongwith reasons for amended definition of PLC and also justification for introducing IDC at a belated stage, without the prior consent of the buyers. In case mutual settlement is not arrived at, the matter shall be argued on merits with specific reference to the demand of EDC, IDC and PLC and payment of interest for the period of delay in offering possession and matter was adjourned accordingly.
- 11.10.2019 Counsel for the complainant sought time to study the reply and the documents attached. Accordingly, matter adjourned.
- 25.11.2019 Proxy counsel for the respondent sought adjournment on account of pre-occupation of the arguing counsel, to which counsel for the complainant consented. Proxy counsel for the respondent was directed to provide documentary evidence in respect to EDC Charges based on the actual payment required to be made by the respondent to the competent authority. Matter adjourned.
- 06.12.2019 Counsel for the respondent sought adjournment for filing the documentary proof in respect to EDC charges. Counsel for the complainant submitted that after receipt of documentary evidence, from the respondent, he will make his final submissions. Matter adjourned.
- 12.12.2019 Proxy counsel for the respondent sought adjournment on account of pre-occupation of the arguing counsel.
- 13.01.2019 Proxy counsel for the respondent sought adjournment for filing the documentary proof & additional evidence. Matter adjourned.
- 10.02.2020 Complainant submitted that he has withdrawn his power of attorney issued in favour of his new counsel in respect to the present complaint and wanted to pursue his case by his own. He further



submitted a copy of written arguments. Counsel for the respondent requested to provide last opportunity to explore the possibility of mutual settlement, to which complainant consented and matter adjourned.

27.02.2020 The counsel for the respondent submitted demand notice GMADA vide No.GMADA-DTP-Mega-2015/1803 Dated 18.06.2015 for deposit of dues of Mega Residential Project "The Palm" at Village Dhanauran and Mastgarh (LPA Mullanpur, New Chandigarh), Distt. SAS Nagar. The complainant agreed that plot allotted to him i.e. plot no. 702 is ready for possession. The counsel for the respondent argued that he is willing to offer possession subject to payment of the balance amount as claimed/demanded by the respondent. The complainant argued that he has already raised an objection to the demand made by the respondent in respect of IDC etc. and as such objected to a conditional offer. The counsel for the respondent gave an undertaking that he will send details alongwith justification for the demand raised by the respondent by way of email at [thakurjipapers@live.in](mailto:thakurjipapers@live.in) to the complainant by 11<sup>th</sup> March, 2020 positively. Both, the counsel for the respondent and complainant agreed for final arguments on the next date of hearing i.e. **16.03.2020**. No further date shall be given in this case, as the matter has already been prolonged for very long. Both the parties agreed to conclude the arguments on the next of hearing, alongwith submission of documentary evidence, if any, in support of their submissions.

16.03.2020 Counsel for the respondent sought adjournment. Complainant came present and informed that he had received a copy of calculation sheet alongwith plot buyer's agreement from the respondent's side through email which is detailed and requires further examination. He further stated that he is willing to get the conveyance deed executed in regards to possessionable plot, in case plot is ready and an offer is made by the respondent, subject to final settlement of the other terms & conditions. Accordingly, matter was adjourned.

DUE TO COVID-19 ONGOING PANDEMIC CRISIS MATTER LISTED FOR 18.6.2020.

18.06.2020 Counsel for the respondent sought adjournment as the counsel for the respondent had self-quarantined himself upto 26.06.2020. Accordingly, in the interest of public safety and society, matter adjourned for 01.07.2020.

01.07.2020 The matter was taken up for detailed arguments on 01.07.2020 on which date the son of the complainant appeared on behalf of complainant and after detailed arguments by both the sides the following was mutually resolved:-

- "1. The respondent offered to waive off EDC @ Rs.1500/- per sq. yards out of Rs.4000/- per sq. yards demanded from the complainant, which the representative accepted.*
- 2. The respondent offered to hand over a copy of agreement to sell in respect of plot already allotted by 5.00 P.M. today but on the request of the representative for complainant, agreed to hand over the same on the next date of hearing.*
- 3. The representative for the complainant consented to take possession of the plot by making balance payment within 15 days of handing over of agreement to sell."*

Accordingly, the matter was today taken-up for final arguments and for a followup of the decision taken on the previous date of hearing.

The Authority, on 14.07.2020 decided that hearing in all cases relating to complaints U/s. 31 are being adjourned w.e.f. 15.07.2020, in public interest and shall be resumed w.e.f. 17.08.2020 and in case any party wishes to have a matter heard early, the reasons for seeking an out-of-turn hearing be submitted. The complainant came present today and submitted that he is a senior citizen and had come from Nahan (Himachal Pradesh) for this case only. He further requested to argue the matter as the counsel for the respondent as well as Director of the respondent's company were also present. Counsel for the respondent also consented to the same. In the interest of justice, request of both the parties was allowed and this bench decided to proceed with the matter further.



The respondent alongwith his counsel made the following submissions:-

- a. The respondent in his argument referred to annexure C-1 i.e. expression of interest dated 26.03.2012, duly signed by the complainant, vide which the complainant remitted a sum of Rs. 13,87,500/- for the residential plot. The last condition mentioned in the expression of interest was referred to which is reproduced below:-

*"By signing this Expression of Interest (EOI) I confirm that I have read the terms mentioned herein.*

*Please Note: EDS and PLC charges will be addition to the rates quoted. There shall be additional cost for maintenance etc."*

- b. The counsel for the respondent alongwith the respondent in person argued that the complainant has also consented to pay both the PLC charges as well as the EDC charges demanded from him by way of a copy of the customer ledger account handed over to him 29.01.2018 (annexure C-6) by signing the consent letter on 02.02.2018 which the complainant himself has attached as annexure C-5 with his complaint. They argued that the complainant has nowhere denied having signed this consent letter.
- c. Further, the respondent referred to his written arguments, referring to the letter for adjustment of amount from PEC-14 to PGH-45 (Plot No. 702) vide which the complainant requested the respondent for adjustment of Rs.10,00,000/- from his file No. PEC-14 to PGH-45 (plot no. 702) indicating that till 06.08.2018 he had no issue/objection to the demand of the payments from him which were made as per ledger details of 29.01.2018 and his preference request letter dated 02.02.2018 as he has nowhere raised any objection to the demands against which he has got one of the payments of one plot adjusted against the another plot. He further invited attention to the last para of the request letter dated 06.08.2018 annexed with the written arguments which is reproduced below:-

*"as I have no objections for the same and have already completed all the required formalities. This is done with my own free will and without any coercion."*

He stated that he has clearly mentioned after a gap of 6 months from the demand made in his preference request that he has already completed all formalities and is doing the transfer of funds from one plot to another

with his own free will and without coercion. As such he argued that there is no substance in the assertion of the complainant that the letters dated 02.02.2018 and 06.08.2018 were given under any coercion.

- d. The respondent argued that the complainant is himself admitting that the plot is possessionable despite that he had not made the balance payment. As a promoter he is liable to develop the project subject to the timely payment of the due instalments by the allottees as provided U/s. 19 (6) of the Act. He averred that the complainant did not make any payment for 6 years after making the initial payment in 2012. In the absence of timely payments by the complainant, despite repeated reminders, he was not liable to offer him possession.
- e. As a goodwill gesture & one time exception the respondent offered to reduce the demand in respect of EDC by Rs.1500/- per sq. yards, from Rs.4000/- per sq. yd. as agreed by the complainant based on copy of customer ledger account dated 29.01.2018 for which the complainant signed a preference request on 02.02.2018 and made the necessary transfer of funds from one plot to another vide his request letter dated 06.08.2018.
- f. The respondent submitted documentary evidence in regards to charging of EDC @ Rs. 4000/- per sq. yards from other similar allottees and also proof of receiving payment for the same.
- g. The respondent further argued that in case the complainant fails to agree to take over the possessionable plot and he shall be at liberty to allot the same to a third party as he could not indefinitely hold the possessionable plots in the absence of timely payment of dues.
- h. The respondent argued that he received a demand notice on 18.06.2015 for deposit of dues of the mega residential project "The Palm" in respect of EDC, license fee, urban development fund, social infrastructure fund and cess for PR-4. Based on the demand for EDC raised by GMADA they submitted a calculation sheet with the written arguments claiming that the EDC payable by them works out to Rs.2,398/- per sq. yard. plus Rs. 567/- per sq. yards. towards Licensee Fee, Interest on L.F., UDF, SIF, PR-4 Cess, Interest on PR-4 Cess etc. making a total of Rs.2,965/-.
- i. The respondent argued that a copy of the buyers agreement was duly handed over to the complainant when he visited their office in 2018 to get



an amount of Rs.10.00 lakh transferred from another plot (PEC-14) to plot no. 702 (PGH-45) but he did not come back with a signed copy.

- j. The respondent argued that the complainant had made a request in the year 2018 that he is unable to make payment for all the 3 plots due to his financial difficulties and requested the respondent to adjust Rs.10.00 Lakh from plot no. 1035 (PEC-14) to plot no. 702 (PGH-45) so that he can take over the possession of the said plot by adjusting Rs.10.00 lakh from another plot and making the balance payment after adjustment. He further made a request to them that he wants to wait for the remaining 2 plots as he is short of funds. However, subsequently he filed the present complaint after getting the sum of Rs.10.00 lakh adjusted towards the plot in question. He also filed complaints in respect of remaining 2 plots for which he requested for delayed possession on account of non-availability of funds. He alleged that he agreed to the adjustment only on the request of the complainant for sympathetic consideration and subsequently filing of complaints are both unethical and illegal.

At the outset, the complainant refused to accept the decisions taken on the previous date of hearing and stated that his son was forced to agree to the decisions taken with mutual consent. He made the following submissions:-

- a. The complainant agreed that Plot no. 702 is possessionable and the same has already been acceptable to him.
- b. The offer of discount of Rs.1500/- per sq. yard. from the demand of EDC @ Rs.4000/- per sq. yds. as per the copy of customer ledger dated 29.01.2018 cited as annexure C-6 and letter for preference request dated 02.02.2018 (annexure C-5) signed by the complainant was not acceptable.
- c. The condition of the respondent while making the offer of possessionable plot that the complainant signs the plot buyers agreement and make 95% of the total payment within 15 days of the signing of the same was not acceptable to him.
- d. The respondent gave an undertaking that the proposed plot buyer agreement is as per the agreement to sell provided as ANNEXURE A of the Punjab State Real Estate (Regulation & Development) Rules, 2017 as provided under sub Rule (1) of Rule 8. The complainant insisted that he will not sign the printed plot buyers agreement proposed by the respondent but will only

sign copy of the agreement to sell as per ANNEXURE A of the Rules on a copy which he had himself downloaded.

- e. The complainant refused to make 95% payment till he is paid interest for the delay in offering him possession and also reducing the demand for EDC as per calculations submitted by him based on a notification of the department of Housing and Urban Development dated 22.06.2010 vide which the complainant calculated the EDC liability to be Rs.578.60 per sq. yards only as against a calculation of a higher amount by the respondent based on a demand notice dated 18.06.2015 for deposit of dues of Mega residential project "The Palm" of the respondent.
- f. The complainant refused to agree to adjustment of all pending dues at the time of taking over possession and argued for the payment of interest etc. and a revised demand letter only after which he was willing to give his consent to the offer of possession.
- g. The complainant argued that he had signed the consent letter of 02.02.2018 (annexure C-5) only under coercion and he does not stand by the same.
- h. The complainant also stated that a letter with the subject adjustment of amount from PEC-14 into PGH-45 (Plot No. 702) duly signed by him on 06.08.2018 was also done under coercion and he does not stand by the same.

Both the complainant and respondent have been heard at length and the contents of the complaint, reply of the respondent and written arguments have been thoroughly examined and the following is observed:-

- i. All documents in regards to the purchase of the plot in question and also 2 more plots, including one plot in his own name and one plot in the name of his son-in-law, have been signed by the complainant, thus indicating a common interest of the complainant in all three plots in respect of which 3 different complaints have been filed.
- ii. Based on an expression of interest dated 26.03.2012, the complainant agreed to buy a residential plot measuring 250 sq. yard in the project "The Palm (Palm Springs/Palm Eco/Palm Garden/Villas)". The same was duly signed by him on 26.03.2012 alongwith the terms and conditions mentioned in the expression of interest. One of the conditions mentioned in the said




expression of interest was “EDC & PLC charges will be in addition to the rates quoted. There shall be additional cost for maintainence etc.”

- iii. The complainant made an initial payment of Rs.13,87,500/- vide Cheque No. 098554 Dated 26.03.2012 drawn on State Bank of India to the respondent.
- iv. Cheque No. 098554 Dated 26.03.2012 bounced and the complainant further made the payment through RTGS on 05.04.2012.
- v. Subsequently, on 17<sup>th</sup> February, 2014 the respondent intimated the complainant to deposit an amount of Rs.9,25,000/- before 28<sup>th</sup> Feb, 2014 to proceed further on the request of complainant and issuing registration number. The respondent has also enclosed the Indian postal receipt in respect of sending the above communication, but the complainant did not make the payment.
- vi. After approximately 3 ½ years, in response to demand notice dated 17<sup>th</sup> February, 2014, the complainant made a payment of an amount of Rs.15,00,000/- vide Cheque No. 406284 dated 09.01.2018 drawn at Punjab National Bank.
- vii. The extract of customer ledger (annexure C-6) dated 29.01.2018 annexed alongwith complaint is as below:-

File No.	Area	BSP Rate	BSP	EDC Charges	PLC Charges	BSP Recvd.	EDC Recd.	PLC Recd.	Due for 95%	Due for 100% EDC	Due for 100% PLC	Due till 29.01.2018
PEC-45	250	18500/-	4625000/-	1000000/-	0	2887500/-	0	0	1506250/-	1000000/-	0	2506250/-

- viii. After making additional payment of Rs.15,00,000/-, on 02.02.2018 the complainant wrote a letter for “preference request” (annexure C-5) to the respondent, duly signed by him, in which he had agreed to pay PLC @ 10% per sq. yards and development charges (EDC+IDC) @ Rs.4000/- per sq. yards in addition to agreeing to other conditions.
- ix. Further, on 06.08.2018 the complainant made a written request to the respondent for adjustment of Rs.10,00,000/- paid against PEC-14 (Plot No.1035) to PGH-45 (Plot No. 702). The complainant specifically mentioned in the written request that this is being done with his own free will and without any coercion.

- x. No buyers agreement has been signed so far despite a copy of the same having been handed over to the complainant alongwith copy of calculation sheet.
- xi. The complainant has so far failed to take over the possession of the possessionable plot and has also not made the balance payment till date.
- xii. From the facts of the case and the circumstances leading to adjustment of Rs. 10.00 lakhs from PEC-14 (Plot No.1035) to PGH-45 (Plot No. 702 i.e. plot in question), it appears that the complainant had agreed to take the possession of only one plot i.e. Plot no. 702 in the year 2018 as he was short of funds and got an amount of Rs.10.00 lakhs diverted from one of the remaining two plots to the plot in question based on mutual understanding between both the complainant and respondent. After having achieved the adjustment of Rs.10.00 lakhs, he changed his mind and filed the present complaint.
- xiii. Both the parties have failed to establish the date by which the possession of the plot had been agreed upon between the parties as no documentary evidence has been submitted in this regard during the proceedings. However, an assumption can be made that the respondent made an offer and was in a position to offer possession of Plot no. 702 in February, 2018 as the complainant himself has agreed that he was offered the possession of the plot in 2018.
- xiv. The complainant could not satisfactorily rebut the argument of the respondent that a copy of the buyers agreement was handed over to him at the time of arriving at mutual understanding in August, 2018 when the respondent agreed to allow the complainant to transfer Rs.10.00 lakh from PEC-14 (Plot No.1035) to PGH-45 (Plot No. 702) as no other justification can be explained for this act done with mutual consent.
- xv. Even on 1<sup>st</sup> July, 2020, the son agreed to take the possession of the plot in case the buyers agreement is handed over to which the respondent readily agreed but the son made an excuse that he is busy during rest of the day and shall collect the copy of the same on the next date of hearing.
- xvi. Today the complainant again refused to accept the buyer's agreement, duly signed by the respondent on flimsy grounds. 



- xvii. The insistence of the complainant to receive the interest for the delayed possession first and then to make the payment of the balance amount, even when the plot has been duly offered for possession and the respondent is willing to adjust all outstandings at the time of handing over possession and receiving the balance 5% amount + the EDC & PLC etc. casts a doubt upon the conduct of the complainant.

Based on the above observations, the following is hereby ordered:-

- i. The complainant is directed to take over the possession of plot no. 702 already offered for possession in 2018, within 30 days of this order by making the balance payment of BSP alongwith EDC & PLC as applicable.
- ii. Since the complainant has refused to accept the offer of reduction in the EDC Charges from Rs.4000/- to Rs.2500/-, he shall be liable to make the balance payment of BSP alongwith payment of EDC & PLC as per agreed terms and conditions, as mentioned in the initial expression of interest and letter of preference signed on 02.02.2018 and request letter dated 06.08.2018 for adjustment of amount from PEC-14 to PGH-45.
- iii. In view of the fact that the complainant got a sum of Rs.10,00,000/- transferred from plot PEC-14 to plot No. 702 (plot in question), both of which were in his own name, clearly establishes his intent to take possession of only one plot i.e. plot no. 702 (plot in question) and not the present plot in question, in view of deficiency of funds. The complainant instead of seeking possession of the plot at the time of adjustment of funds, filed a complaint alleging contraventions in regards to demand of EDC & PLC although he had consistently agreed to pay the same right from the initial expression of interest signed in 2012 and subsequent documents signed in February, 2018 & August, 2018. Hence, no relief of interest for delayed possession can be granted to him as he himself has deliberately refused to sign the buyers agreement and also take possession of the possessionable plot although he has himself admitted that the possession was offered to him in 2018.
- iv. The principal of 'estoppel' shall apply, in regards to prayer for reduction in the amount of EDC & PLC charges, against the complainant, as he has repeatedly given undertakings to make payments based on expression of interest signed by him in 2012 and

preference request letter of Feb, 2018 and adjustment of amount from PEC-14 to PGH-45 of Aug, 2018 and now he cannot seek fresh set of conditions to be imposed.

- v. In case the complainant fails to take possession of the plot within 30 days the respondent shall be free to offer the plot to any other buyer/allottee and may take further necessary action as per Real Estate (Regulation and Development) Act, 2016 and Punjab State Real Estate (Regulation and Development) Rules, 2017 made thereunder.
- vi. In case the complainant is not willing to take possession of the plot then he may seek refund of the amount paid by him, by filing a fresh complaint, as provided under the Act and the Rules & Regulations made thereunder.
- vii. No case for penalty U/s. 60 of the Real Estate (Regulation & Development) Act, 2016 is made out as the complainant could not prove the same.
- viii. No case for imposition of penalty U/s. 61 of the Real Estate (Regulation & Development) Act, 2016 for contravention of Sections 12, 14 & 16 is made out as the complainant could not prove the same.
- ix. No case is made out in regards to taking action against various functionaries of the respondent company as per section 69 of the Act as the complainant failed to prove the same.
- x. As regards the relief of the criminal action against the respondent, the complainant may approach the competent authority in this regard.
- xi. No other relief is made out.

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(s) and the respondent.

Chandigarh  
Dated: 07.08.2020

  
(SANJIV GUPTA)  
Member  
RERA, Punjab 07/08/20