

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

Complaint No.1379 of 2019  
Date of Institution : 24.09.2019  
Date of Decision: 10.09.2020

Kewal Dhingra s/o Amarnath Dhingra, House No.1540, Sector  
36-D, Chandigarh-160036

....Complainant

M/s Aeropolis Infrastructure Pvt. Ltd., through Tejinder Singh  
Bhatia, MD, Aeropolis City, Sector 66-A, Mohali, Punjab-160062

... Respondent

Present : 1. Shri Varun Luthra, Advocate for the complainant  
2. None for respondent

**ORDER**

This is a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 against the respondent, M/s Aeropolis Infrastructure Pvt. Ltd. The facts as stated in the complaint are that initially one Shri Balwinder Singh had purchased an industrial plot measuring 500 sq. yards from the respondent in the project being developed by it. A sum of Rs.12.00 lakhs was paid in the first instance on 01.10.2009. Thereafter Shri Balwinder Singh sold the plot to the complainant, and requested the respondent to transfer the same in the complainant's name. An affidavit to this effect was also enclosed with the application which was submitted on 01.10.2010. However, even after the lapse of many years, the plot had not been transferred in the complainant's

name. Not only this, the respondent had yet not handed over possession despite the fact that the complainant had paid a further sum of Rs.17,32,500/- to the respondent on 26.08.2019. Accordingly the relief sought is for the transfer of the allotment in the name of the complainant and also early delivery of possession along with payment of interest for the period of delay.

2. Notice of the complaint was served on the respondent. However despite numerous opportunities granted to respondent to file a reply this was not done, and the defence was accordingly ordered to be struck off on 23.06.2020.

3. The matter was taken up through video conferencing on 18.08.2020. Shri Varun Luthra had sought time to file written arguments in the matter. These have been received and taken into account. It is contended therein that after receiving the initial sum of money from Shri Balwinder Singh the respondent had also received a sum of Rs.17,32,500/- from the complainant vide cheque dated 26.08.2019 which was credited to the respondent's account on 28.08.2019. Thus a large sum of money had been deposited with the respondent but they had neither transferred the plot in the name of the complainant nor signed any agreement with the complainant. There was also no indication as to when possession would be handed over.

4. Since there is nothing on record to rebut the contentions of the complainant this complaint is accepted with the following directions:

- i. The respondent will decide on the complainant's request for transfer of the plot in his name within a period of 4 weeks from the date of issue of this order;
- ii. If the transfer is allowed the Buyer's Agreement will be executed within a period of 2 months thereafter;
- iii. Since the date for completion of the project as per the registration allowed by this Authority is 31.12.2021, a direction for handing over possession before this date cannot be issued. However the respondent would have to pay interest with effect from 31.03.2015. This date is fixed by keeping the time period for completion of the project as 42 months from the initial payment. In addition a grace period of 2 years is allowed as has been done in other cases involving the respondent. Interest will be paid till the delivery of possession to the complainant;
- iv. If the transfer is not allowed, or the respondent does not take a decision in the matter within this stipulated period, the complainant would be free to approach any Competent Forum including this Authority for redressal of his grievance.

Announced.

  
Chairperson  
Real Estate Regulatory Authority  
Punjab