



Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018

Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.

Phone No. 0172-5139800, email id: pschairera@punjab.gov.in & pachairera@punjab.gov.in

1. **Execution Application No.** :- 11/2024 in GC No. 1215/2019
2. **Name & Address of the Complainant** :-
 1. Bee Gee Buildtech, SCF 44-45, 1st Floor, Sector 9, Panchkula, Haryana – 134108.
 2. Consolidated Maintenance Company through its Sole Proprietor Shri Dinesh Kumar, SCO No. 197, Cabin No. 4, Second Floor, Sector 16, Haryana – 13418.
3. **Name & Address of the Respondent** :- Ms. Shikha Kumari Kainth, B-1101, 11th Floor, Tower-B, Palm Village, Village Desu Majra, SAS Nagar (Mohali), Punjab – 140301.
4. **Date of filing of Execution Application** :- 24.01.2024
5. **Name of Counsel for the complainant, if any.** :- Sh. Hoshiar Chand, Advocate
6. **Name of Counsel for the respondent, if any.** :- None for the respondent.
7. **Section and Rules under which order is passed** :- Section 40(1) of the RERD Act, 2016 r.w. Rule 24 and 25 of Pb. State RERD Rules, 2017 for execution of order dated 10.12.2019.
8. **Date of Order** :- 06.05.2025

Order u/s. 40(1) of Real Estate (Regulation & Development) Act, 2016 read with Rules 24 and 25 of Pb. State Real Estate (Regulation & Development) Rules, 2017.

The present application has been filed by the Applicant for execution of order dated 10.12.2019.

2. This Authority by way of an order u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as the 'Act, 2016') dated 10.12.2019 has held in the case '*Bee Gee Buildtech & Anr. Vs. Shikha Kumari Kainth in GC No. 1215/2019*' that the respondent shall be liable to pay Rs.46,596/- alongwith interest at the rate of 10.20% per annum (i.e. 8.20% SBI's Highest MCLR rate plus 2%) from the date of payment till the date of its realisation. For ready reference, relevant extract of order dated 10.12.2019 is reproduced hereunder:-

"As a result of the above discussion, the complaint is accepted and the respondent is directed to pay a sum of Rs.46,596/- within a period of 2 months from the date of receipt of this order along with interest at the rate specified in Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017."

3. The Respondent neither paid the principal amount nor has paid its interest. The order passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 10.12.2019 was duly served on the Respondent.



4. Accordingly, on 24.01.2024 the present application filed the execution application No. 11 of 2024, before Real Estate Regulatory Authority, Punjab (Henceforth referred as Authority) requesting to direct Shikha Kumari Kainth to pay a sum of Rs.46,596/- within a period of 2 months from the date of receipt of this order along with interest at the rate specified in Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017, till the filing of present execution application.

5. In consequence of filing of execution application, a notice was issued to Respondent i.e., Ms. Shikha Kumari Kainth to appear and submit reply. On 16.01.2025, notice issued to the respondent was served upon. On 17.03.2025, no one attended the proceedings for the respondent but she filed her objections through email stating that we strongly refute the claims made in the legal notice from BeeGee Bulitech and Consolidated Maintenance. The builder delivered a flat with pre-existing water leakage issues in the kitchen, which were never permanently resolved despite repeated complaints. This negligence led to a termite infestation and eventual collapse of the kitchen slab, causing us a financial loss of ₹1,75,000 for reconstruction, which we had to bear ourselves. Our requests for compensation and support were ignored, while selective repairs were carried out for other residents. From 2019 onwards, the builder abandoned all maintenance services, forcing residents to manage repairs independently. It is unjustified to demand maintenance charges now without addressing these long-standing grievances and failures. In the absence of the respondent, the matter again got adjourned on 06.05.2025 for Arguments. Today, again no one attended the proceedings on behalf of respondent, which *tantamounts* that it had no objection upon the calculation submitted by the applicant alongwith the execution application. Ld. Counsel for the applicant further stated that the respondent had not filed any appeal against the said order dated 10.12.2019 passed u/s. 31 of the RERD Act, 2016 till date.

6. In view of the above factual matrix, the respondent could not comply with the orders passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 10.12.2019 and requested to issue recovery certificate for non-compliance of abovesaid orders. The present execution application *tantamounts* to admittance of this fact that the amount which has been claimed by the applicant in this execution application is acceptable to the respondent and it has no objection in this regard.

7. Based on the written and oral submissions of both the applicant and respondent, it is held that the respondent had failed to comply with orders passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 10.12.2019. In these circumstances, the respondent is directed to pay a sum of Rs.46,596/- within a period of **3** months from the date of receipt of this order along with interest @ 10.20% per annum (i.e. 8.20% SBI's Highest MCLR rate plus 2%) from the date order till 31.03.2025 i.e., Rs.19,766/- (**totaling to Rs.65,362/-**). The period for payment of interest will be considered from the next month in which payment was effected by the allottee to the previous month of



the date in which payment has been effected by the promoter. Therefore, the calculation of refunds and interest upto 31.03.2025 is calculated as follows:-

Interest awarded upto	Interest payable from	Principal Amount Paid	Interest Calculated till	Rate of Interest as per order	Tenure	Interest Amount
1	2	3	4	5	6	7
10.12.2019	01.01.2020	45,596.00	31.03.2025	10.20%	51 months	Rs.19,766

8. The total amount due upto 31.03.2025 amounts to Rs.65,362/- and the respondents are directed to make the payments immediately. No further time is granted since the order u/s. 31 of the RERD Act, 2016 was passed on 10.12.2019 and the respondents were legally bound to make the said payment within 90 days of the order.

9. Any amount paid by the promoter will be first deducted towards the interest payable by the promoter and if amount paid is in excess of the interest payable then the balance amount (amount paid – interest payable) will be deducted from the capital and so on.

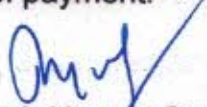
10. Further, the respondent will make payment of Rs. 388/- per month for the delayed period after 01.04.2025. The respondent i.e. Shikha Kumari Kainth is therefore held liable for an amount of Rs.65,362/- as on 31.03.2025 and further in addition of Rs. 388/- as interest will be added per month till the recovery is fully affected. The respondent is further directed to refund the above amount at the earliest. The recovery may be effected accordingly. In the result, the execution application is **allowed**. The amount of Rs.65,362/- as on 31.03.2025 and any further interest after 01.04.2025 @ Rs.388/- as provided u/s. 40 (1) of the Real Estate (Regulation and Development) Act, 2016 will be calculated as "Land Revenue" by the Competent Authority under the provisions of "Land Revenue Act, 1887". The Secretary of this Authority will issue a recovery certificate.

11. Further, any amount paid by the promoter will be considered as payment against the interest whatever is due and will be set off against principal only after payment of whole of interest. The payment by promoters will be considered only after whole of interest due till date has been paid. Even subsequent payment if any will be first considered towards interest payment, if any becomes due on the unpaid principle amount. It is clarified that interest @ Rs.388/- per month will keep on generating till the whole payment of Rs.45,596/- is paid alongwith refund of amount as per agreement.

12. The Secretary of the Real Estate Regulatory Authority, Punjab is hereby directed to issue the recovery certificate immediately. The promoter (judgment debtor) and the complainant (decree holder) are directed to inform the Secretary of this Authority for any payment effected in compliance with the recovery certificate or call it back after it is fully satisfied and update the data of this Authority with the said transaction of payment.

Chandigarh
Dated: 06.05.2025




(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab

A copy of the above order may be sent by the Registry of this Authority to the followings as well as for their further necessary action:-

- 1 Bee Gee Buildtech, SCF 44-45, 1st Floor, Sector 9, Panchkula, Haryana – 134108.
- 2 Consolidated Maintenance Company through its Sole Proprietor Shri Dinesh Kumar, SCO No. 197, Cabin No. 4, Second Floor, Sector 16, Haryana – 13418.
- 3 Ms. Shikha Kumari Kainth, B-1101, 11th Floor, Tower-B, Palm Village, Village Desu Majra, SAS Nagar (Mohali), Punjab – 140301.
- 4 The Secretary, RERA, Punjab.
- 5 The Director (Legal).
- 6 The Complaint File.
- 7 The Master File.



Sawan Kumar

(Sawan Kumar),
P.A. to Chairman
RERA, Punjab.