

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER  
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Execution No.16 of 2023 in  
Complaint GC No.0067 of 2022  
Date of Decision: 18.06.2026

Pushpa Pal, House No.1615, Sector 29B, Chandigarh, Pin Code 160030

....Complainant/Decree Holder

Versus

1. M/s Mona Township Private Ltd, 399, Ground Floor, Bhera Enclave, Paschim Vihar, New Delhi, Pin Code 110087.
2. Tejinder Pal Setia, 138, Bhera Enclave Paschim Vihar, Near Redison Blu Sunder Vihar, West Delhi, Delhi, Pin Code 110087. (Proceedings dropped vide order dated 24.03.2022 as he was given up by the complainant).
3. HDFC Limited having its Office at SCO 153-155, Sector 8C, Madhya Marg, Chandigarh-160018, through its Manager.

.... Respondents/Judgement Debtors

Present : Shri S.K.Yadav, Advocate for the complainant  
Shri Vipul Monga, and Ms.Rabia Devgan, Advocates for  
respondent no.1  
Shri Vaibhav Singh Tara, Advocate for respondent no.3

**ORDER**

This is an application under Section 40 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act of 2016) for execution of order dated 03.01.2023 passed under Section 31 of the Act of 2016 read with Rule 36 of the Rules of 2017 by the then learned Bench of Member (APS) vide which respondent no.1/Mona Township Private Limited was directed as under:-

"10. ..In the circumstances, it is ordered as under:-

- i. The amount of Rs.3,63,775/-, paid by the complainant from her own funds to the respondent/promoter, will be refunded by the respondent/promoter to the complainant along with interest, as per State Bank of India's highest marginal cost of lending rate (as of today), plus 2% in view of the provisions of Section 18(1) of the Act, read with Rule 16 of the Rules, from the date of deposits till the date of refund. This amount will be refunded within two months of this order by M/s Mona Township Private Ltd. The first charge on this refund will be that of HDFC Ltd.

ii. The principal amount of Rs.22,79,816/-, received by the respondent/promoter from the HDFC Ltd, will be refunded to HDFC Ltd, alongwith the interest outstanding in the loan account of HDFC Ltd in the name of the complainant, by M/s Mona Township Private Ltd. This amount will also be refunded to HDFC Ltd, within two months of this order, by the Respondent.

iii. The respondent/promoter will also refund the brokerage, if any, paid by the complainant for booking of the said apartment, alongwith interest as per State Bank of India's highest marginal cost of lending rate (as of today) plus 2% in view of the provisions of Section 18(1) of the Act, read with Rule 16 of the Rules, from the date of deposits till the date of refund. This amount will be refunded within two months of this order.

11. In the result, the complaint is allowed in above terms...".

2. The brief history of the original Complaint bearing GC No.0067 of 2020 is that the complainant had been allotted Apartment No.F-504 by respondent no.1 and basic sale price of the apartment was Rs.32,44,520/- Thereafter an agreement for sale was entered into on 25.01.2018. The complainant had paid Rs.26,43,591/-. A tripartite agreement was entered into between respondent no.1, Housing Development Finance Corporation Ltd and complainant, on 02.02.2018. As per clause 7.1 of the agreement, possession was to be delivered by 30.06.2020. Since the project was nowhere near completion even after delay of several months, the complainant vide her email dated 31.07.2021, has withdrawn her consent and opted for refund of Rs.26,43,591/- along with interest thereon. On notice, the complaint was contested by respondents and after considering the pleadings of the parties, the then learned Bench of this Authority passed order on 03.01.2023 relevant portion of which has already been reproduced above in para no.1.

3. Since compliance of order dated 03.01.2023 was not made by Mona Township Private Limited, resultantly the complainant/ decree holder filed the present execution application attaching therewith calculation sheet showing the recoverable amount of Rs.32,88,642/- upto 16.03.2023.

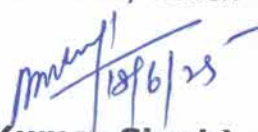
4. Upon notice, Ms.Rabia Devgan, Advocate appeared for M/s Mona Township Private Limited on 21.11.2024 and stated that they have complied with the order dated 03.01.2023 as they have deposited Rs.10,09,084 by way of cheque and Rs.15,00,000/- by way of demand draft with this Authority.
5. Shri Sankalp Sharma, Advocate for respondent bank appeared and submitted his Memo of Appearance. He stated that he is ready to accept demand draft of Rs.15,00,000/- only and not the cheque. Accordingly, demand draft of Rs.15,00,000/- was handed over to him in the court. Learned Counsel for M/s Mona Township Private Limited was directed to submit demand draft of Rs.10,09,084/- in lieu of cheque already issued. During the subsequent proceedings held on 19.12.2024 the cheque bearing no.003153 dated 30.09.2024 of Rs.10,09,084/- was handed over to Shri V.S.Tara, Advocate for respondent bank who was present along with Shri Karan Singh, representative of bank on 19.12.2024 and the matter was adjourned to 07.02.2025. On this date i.e 07.02.2025, complainant stated that the said cheque has been bounced. On the other hand, Counsel appearing for Shri Vaibhav Singh Tara, Advocate for bank stated that the account of M/s Mona Township Private Limited has been freeze<sup>d</sup>. He was asked not to take action against the complainant till the next date of hearing and to provide the reason of freezing the account of M/s Mona Township Private Limited. However, nobody was present on behalf of M/s Mona Township Private Limited and the matter was adjourned to 27.03.2025. However, on this date i.e 27.03.2025 none appeared on behalf of M/s Mona Township Private Limited and the matter was heard and the Registry of this Authority was directed to compute the total outstanding amount payable by M/s Mona Township Private Limited specifically indicating the amount due to bank and also to the complainant.

6. In compliance of order dated 27.03.2025, the Finance and Accounts Branch of this Authority submitted the following calculations:

Particulars	Amount
Amount to be paid to applicant till 03.08.2023	5,77,737.00
<b>Add:</b> Interest calculated on the amount paid by the complainant till the date of refund till 16.05.2024	30,319.00
<b>Less:</b> amount refunded by respondent on dated 16.05.2024	5,77,737.00
<b>Balance Amount to be paid to applicant</b>	30,319.00
Amount to be paid to bank as per this office letter dated 22.09.2023 and order dated 03.08.2023	27,59,084.00
<b>Less:</b> amount refunded by respondent	2,50,000.00 Rs.15,00,000.00
<b>Balance Amount to be paid to bank</b>	Rs.10,09,084.00.

7. In view of above, it is clear that a sum of Rs.10,09,084.00 and Rs.30,319/- is payable by M/s Mona Township Private Limited to respondent bank and complainant respectively. Accordingly, a decree of total sum of Rs.10,39,403.00 (Rs.10,09,084.00 is payable to respondent bank and Rs.30,319.00 to complainant) is passed in favour of respondent bank and complainant respectively and against M/s Mona Township Private Limited.

8. Recovery Certificate to the Deputy Commissioner-cum-District Collector, Sahibzada Ajit Singh Nagar, Mohali, has already been issued vide this Authority's Memo No.RERA/Pb/Legal/2025/8529 on 09.06.2025, which may be revised accordingly.

  
(Binod Kumar Singh)  
Member, RERA, Punjab