



Real Estate Regulatory Authority, Punjab

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

Before the Real Estate Regulatory Authority, Punjab.

Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

1. Execution Application No. :- 05/2024 in GC No. 1386/2019
2. Name & Address of the Applicant-Complainant (s)/ Allottee :-
 1. Smt. Inderjeet Mohan Kaur W/o Sh. Jagjit Singh.
 2. Sh. Gagandeep Singh S/o Sh. Surinder Pal,
Both residents of House No. 1716, Sector 61, Phase-7, SAS Nagar, Mohali, Punjab-160062.
3. Name & Address of the respondent (s)/ Promoter :-
 1. M/s Sukhm Infrastructure Pvt. Ltd. through its Director Sh. Tejinder Singh Bhatia, Aeropolis City, Sector 66-A, SAS Nagar-160062.
 2. Aeropolis Infrastructure Pvt. Ltd. through its Managing Director, Aeropolis City, Sector 66-A, SAS Nagar-160062.
4. Date of filing of Execution Application :- 24.01.2024
5. Name of the Project and Address :- Aeropolis City (formerly known as Yellowstone Landmark Infocity)
6. RERA Registration No. of Project :- PBRERA-SAS81-PM0089
7. Name of Counsel for the Applicant-complainant, if any. :- Sh. Vipin Kumar, Advocate
8. Name of Counsel for the respondent(s), if any. :- Sh. Rythem, Advocate for respondents
9. 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 against order dated 03.03.2020.
10. Date of Order :- 14.10.2025

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 Applicants for execution of order dated 03.03.2020.

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 03.03.2020 held in the case '*Inderjeet Mohan Kaur & Anr. v. Sukhm Infrastructure Pvt. Ltd. & Ors.*' and other connected matters that the respondent nos. 1 and 2 shall

be liable to pay interest @ 10.15% per annum w.e.f. 10.08.2013 till the actual delivery of possession. Thereafter, since the respondents failed to comply with the said order passed u/s 31, the applicants/ complainants earlier instituted the Execution Application No. 27 of 2020 seeking implementation of the said order dated 03.03.2020 and recovery of interest on account of delayed possession. The said execution application was allowed by the then Chairperson, RERA, Punjab vide order dated 04.10.2021, whereby a decree was passed in favour of the applicant / complainant for a sum of Rs.10,21,200/-, being the interest calculated for the period from 10.08.2013 to 03.03.2020 i.e. till the date of order passed u/s 31.

3. Now, on 24.01.2024, the present applicant/complainant again filed the second execution application no. 05 of 2024 seeking implementation of order dated 03.03.2020 and payment of interest accrued for the subsequent period i.e. post order dated 03.03.2020. It was also brought to the notice by the applicants that the respondents have not handed over the possession to them till date. The order passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 03.03.2020 was duly served on the Respondents.

4. In consequence of filing of execution application, a notice was issued to Respondents i.e. M/s Sukhm Infrastructure Pvt. Ltd. (respondent no. 1) and M/s Aeropolis Infrastructure Pvt. Ltd. (respondent no. 2) to appear and submit reply. Subsequently, objection to the execution was filed by the counsel for respondent nos. 1 and 2 on 11.08.2025. The counsel for the respondents have contended that the present execution application is not maintainable as the decretal amount awarded under the earlier execution order dated 04.10.2021 stands fully satisfied. The counsel for the respondents further contended that post-order interest is not presently payable by the respondents as the order dated 03.03.2020 clearly stipulates that the interest post order dated 03.03.2020 shall be payable only at the time of handing over of actual possession of the Unit in question. It is further averred that the possession could not be offered due to non-payment as per the agreement payment plan by the applicants / decree holders and subsequently cancellation of the buyer-seller agreement under force majeure conditions. Consequently, the applicants were asked to collect a refund of the payments thereof and if the applicants fail to collect the refund, they have the right to pursue the matter of cancellation before this Authority. It has also been averred that the main order dated 03.03.2020 passed u/s 31 is under challenged before the Hon'ble High Court; therefore, the present execution proceedings are premature and constitute an abuse of process.



5. I have duly considered the order passed u/s 31 dated 03.03.2020; the application filed by the complainant, the reply filed by the respondents/ judgment debtors and the arguments of the parties. It has been submitted by the counsel of the respondents that the order dated 03.03.2020 passed u/s 31 was challenged in the Hon'ble High Court of Punjab and Haryana wherein a review application is stated to be pending consideration. However, it is noted that no stay order of the Hon'ble High Court has been placed on record by either of the parties. In the absence of any stay or restraining direction from the Hon'ble High Court, the pendency of the review application cannot be treated as a bar to the continuation of the present execution proceedings. Further, the counsel for the respondents has contended that possession of the unit could not be given owing to the applicant/deedee holder's default in making payments as per the agreed schedule, and that the buyer-seller agreement was thereafter cancelled under force majeure circumstances. It is further stated by the counsel for the respondents that the applicants / complainants were informed to collect the refund of the amounts paid. In my considered view, it is noted that the execution proceedings are limited to the implementation of the directions contained in the main order passed u/s 31 on 03.03.2020. Addition of new or additional facts without any supporting documents at this belated stage lies beyond the scope of these proceedings and cannot be adjudicated in the present execution proceedings. Therefore, based on the written and oral submissions of the applicant and the material available on record, it is held that the respondents i.e. (1) M/s Sukhm Infrastructure Pvt. Ltd. and (2) M/s Aeropolis Infrastructure Pvt. Ltd. had failed to comply with orders passed u/s 31 of the Real Estate (Regulation and Development) Act, 2016 dated 03.03.2020. The order passed u/s 31 of the RERD Act, 2016 dated 03.03.2020 titled '*Inderjeet Mohan Kaur v. Sukhm Infrastructure Pvt. Ltd. & Ors.*' alongwith other connected matters reads as under:-

"13. Coming to the question of relief to be granted it is noteworthy that the date for completion of the project allowed by this Authority is 31.12.2021. In addition, the Punjab Urban and Planning Development Authority has also extended the implementation period for this project till 27.03.2022. Hence at this stage it is not possible to give a direction that possession of the plot should be handed over to the allottees forthwith since the respondents still have time to complete the project. The only relief available at this stage therefore is payment of interest for the period of delay. As per the provisions of the Act and Rules it is held that respondents no. 1 and 2 are liable to pay interest at the rate prescribed in Punjab State Real Estate (Regulation and Development) Rules, 2017 with effect from 25.07.2016 till the time possession is actually handed over to the complainants. The respondents would argue that the due interest would be paid, or adjusted, at the time of handing over of possession. However, it is seen that the complainants made the first payment on 17.08.2010, nearly 10 years ago. They have been waiting for possession of the plot for a long period of time and there is still no commitment on behalf of the respondents as to the time by which the possession would actually be delivered. In this background we are of the view that it would be manifestly unfair to the complainants to make them wait for actual relief for a further period of time, the duration of which is not known at this stage. It is therefore ordered that the interest on the amount that was deposited before 03.03.2015



i.e. the amount that has already been used by the respondents no. 1 and 2 for at least 5 years should be paid first, and by 30.09.2020 at the latest. I refrain from prescribing a shorter time for such payment keeping in view the fact that these respondents have already pleaded that they are under financial stress. Even otherwise the lack of liquidity in the real estate sector is a hard reality at present. If the respondents were ordered to immediately pay substantial amounts by way of interest in all these complaints then it would worsen the financial situation of the respondents no. 1 and 2 adversely and could even lead to further delays in the completion of the project. The interests of other allottees of the project (other than the complainants) would then be further compromised; and it would not be in the overall interest of the development of the project. Accordingly a time of 6 months is being allowed to the respondents no .1 and 2 to arrange funds for payment of above interest to the complainants. The rest of the accrued interest shall be credited at the time of handing over of possession. The details of the due date of handing over possession i.e. the date from which delay is to be reckoned; and the amount deposited before 03.03.2015 are as below:-

No. of Complaint	Name of complainant	Area of plot (in sq. yards)	Due date for handing over possession with grace period of two years	Total payment made so far (In Rs.)	Amount deposited before 03.03.2015 (In Rs.)
Xxxx	Xxxxx	Xxxx	Xxxx	Xxxxx	Xxxx
1386/2019	Inderjeet Mohan Kaur	500-Industrial	10.08.2013	15,31,400/-	15,31,400/-

Note: In case of Complaint No. 1386 and 1421, since no allotment letter or Buyer's agreement is available, the due date for handing over possession has been fixed keeping the date of first payment as the date of issue of allotment letter, with the buyer's agreement deemed to have been signed two years later.

14. It is finally noted that since there is no cause of action or relief claimed, against the other respondents, the complaint is accordingly dismissed qua these respondents.

15. The net result of the above discussion is that the complaint is accepted qua respondents no. 1 and 2 who are directed to pay interest to the complainants as detailed in para 13 above."

[Emphasis Supplied]

6. Therefore, as per the above said order, the respondents / judgment debtors are liable to pay interest on delayed possession on two counts— first, till the date of order i.e. 03.03.2020, and second, for the period subsequent to the order dated 03.03.2020. The decree amount towards interest upto the date of order i.e. 03.03.2020 has already been awarded in the first execution application bearing no. 30 of 2020. The interest accruing after 03.03.2020 is required to be paid by the respondents / judgment debtors to the applicants / complainants at the time of handing over of possession. Further, as per order u/s 31 of the RERD Act, 2016 dated 03.03.2020 in the case of complainant, the interest which will accrue from 03.03.2020 will be adjusted towards the payment payable by the complainant/allottee, if any, at the time of taking due possession is handed over. The



amount of interest becoming due after 01.03.2020 to 30.09.2025 is calculated as under:-

Interest payable from	Principal Amount	Interest Calculated till	Interest rate as per order (@ 8.15% SBI's Highest MCLR Rate + 2%)	Tenure (in months)	Interest Amount
1	2	3	4	5	6
01.03.2020	Rs. 15,31,400/-	30.09.2025	10.15%	67	Rs. 8,67,857/-

7. The period for payment of interest will be considered from the next month in which possession will be offered by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, an amount of Rs.8,67,857/- as accrued interest upto 30.09.2025 will be adjusted towards the balance of purchase price, if any, payable at the time of taking/handing over of the possession. If the payment due is less than the accrued interest as per "Agreement for Sale" and terms & conditions duly entered between the promoter and allottee; the balance amount will be paid by the promoter to the allottee immediately at the time of handing over the possession.

8. In addition to the above adjudicated dues, the respondents shall remain liable to pay further monthly delay interest at the rate of Rs.12,953/- per month from 01.10.2025 onwards, which shall continue to accrue until the date a valid and lawful offer of possession of the unit is made to the complainant or until such time as full compliance with the order is achieved and will be adjusted with the arrears or amount payable at the time of handing over of the possession. The amount of Rs.8,67,857/- although is due and payable but the same for the time being is not held as land revenue for the purposes of collection to be collected under the provisions of the Punjab Land Revenue Act, 1887 as this will be adjusted by the promoter while handing over the possession. The respondents are further directed to handover the due possession at the earliest. **The promoter(s) (1) M/s Sukhm Infrastructure Pvt. Ltd. and (2) M/s Aeropolis Infrastructure Pvt. Ltd. are held jointly and severally liable to pay the amount of Rs.8,67,857/- and further a sum of Rs.12,953/- per month from 01.10.2025 onwards.**

9. In the result, the present Execution Application is **allowed**.

Chandigarh
Dated: 14.10.2025


(Rakesh Kumar Goyal)
Chairman
RERA, Punjab

A copy of the above order be sent to the followings further necessary action:-

1. Smt. Inderjeet Mohan Kaur W/o Sh. Jagjit Singh and Sh. Gagandeep Singh S/o Sh. Surinder Pal, both residents of House No. 1716, Sector 61, Phase-7, SAS Nagar, Mohali, Punjab-160062.
2. M/s Sukhm Infrastructure Pvt. Ltd. through its Director Sh. Tejinder Singh Bhatia, Aeropolis City, Sector 66-A, SAS Nagar-160062.
3. M/s Aeropolis Infrastructure Pvt. Ltd. through its Managing Director, Aeropolis City, Sector 66-A, SAS Nagar-160062
4. The Secretary, RERA, Punjab.
5. Director (Legal), RERA, Punjab.
6. The Master File.
7. The Record File.



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