



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: pschairrera@punjab.gov.in & pcchairrera@punjab.gov.in

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|-----|--|----|---|
| 1. | Execution Application No. | :- | 49/2024 in GC No. 0259/2022 |
| 2. | Name & Address of the Applicant-Complainant (s)/ Allottee | :- | 1. Lt. Col. Jasvinder Singh Sidhu S/o Late Maj. Teja Singh Sidhu
2. Ms. Sukhpal Sidhu W/o Lt. Col. Jasvinder Singh Sidhu
3. Ms. Manroop Sidhu D/o Lt. Col. Jasvinder Singh Sidhu

All residents of Near Panchayat Ghar, Gatwali, Malkana, Talwandi Sabo, Bathinda, Punjab-151301. |
| 3. | Name & Address of the respondent (s)/ Promoter | :- | ATS Estates Pvt. Ltd., Registered Office: 711/92, Deepali Nehru Place, New Delhi, Delhi through its Managing Director. |
| 4. | Date of filing of Execution Application | :- | 25.05.2024 |
| 5. | Name of the Project | :- | ATS Golf Meadows Lifestyle |
| 6. | RERA Registration No. of Project | :- | PBRERA-SAS79-PR0007 |
| 7. | Name of Counsel for the Applicant-complainant, if any. | :- | Sh. Ripudaman Singh, Advocate |
| 8. | Name of Counsel for the respondent, if any. | :- | Sh. Hardeep Saini, Advocate |
| 9. | Section and Rules under which order is passed | :- | Section 40(1) of the RERD Act, 2016 r.w. Rule 24 of Pb. State RERD Rules, 2017 against order dated 29.12.2023. |
| 10. | Date of Order | :- | 10.03.2026 |

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

The present application has been filed by the Applicant for execution of order dated 29.12.2023.

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 29.12.2023 has held in the case '*Jaswinder Singh Sidhu & Ors. Vs. M/s ATS Estates Pvt. Ltd. & Anr.*' that the respondent no. 1 (ATS Estates Pvt. Ltd.) shall be liable to pay interest @ 10.75% per annum w.e.f. 01.07.2019 till the valid offer of possession. For ready reference, relevant extract of order dated 29.12.2023 is reproduced hereunder:-

"28. As a result of the above discussion, this complaint is accordingly accepted and respondent no. 1 is directed to pay interest to the complainants at the rate of 10.75% per annum (today's highest MCLR rate of 8.75% plus 2%) prescribed in Rule 16 of the Punjab State the Real Estate (Regulation and Development) Rules,



2017 with effect from 01.07.2019 till a valid offer of possession is made after obtaining the Occupation Certificate. It is also further directed that the payment of interest should be made within the time stipulated under Rule 17 of the Punjab State Real Estate (Regulation and Development) Rules, 2017 from the date of issue of the order and thereafter after the date of this order till the date of delivery of valid possession."

3. The respondent no. 1/judgment debtor neither handed over the possession to the applicant nor has paid interest. The order passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 29.12.2023 was duly served on the Respondent.

4. Accordingly, vide Diary No. 3876 dated 28.05.2024, the present applicant filed the execution application No. 49 of 2024, before Real Estate Regulatory Authority, Punjab (Henceforth referred as Authority) requesting to pass decree in the order passed u/s 31 of the RERD Act, 2016 dated 29.12.2023. The respondent has not complied the order passed u/s 31 till date.

5. In consequence of filing of execution application, a notice was issued to Respondent No.1/judgment debtor on 12.06.2024 i.e., (1) ATS Estate Pvt. Ltd. to appear and submit reply. Despite service of notice and numerous reminders, no objections has been filed by the respondent/judgment debtor. As directed by this Bench, both the parties i.e. the applicant/complainant and the respondent/judgment debtor have filed their respective updated calculation sheets. For the sake of ready reference, the calculation sheet filed by the learned counsel for the respondent/judgment debtor is reproduced hereinafter as follows:-

From	To	Amount	Days	MCLR Rate*	Amount		
1-Jan-19	9-Dec-24	6,952,829	1,098	11.10%	4,227,351		
Total Amount			1,968		4,227,351		
					Amr Already Paid to client	1,500,000	
					Balance DPC Payable to Client	2,727,351	
							TOTAL AMT 1,500,000
							-
							-
							17-Nov-25 250,000
							30-Sep-25 300,000
							28-Aug-25 150,000
							21-Jul-25 200,000
							7-Apr-25 400,000
							23-Dec-24 300,000



Handwritten signature and date: 28/12/23

The updated calculation submitted by the counsel for the applicant/complainant is reproduced herein below for reference:-

Execn No 49 of 2024

Date of Possession	From	Amount	No. of days	Interest @ 7.5%
22/02/2025	01/03/2023	7,035,407	2062	5,716,771
Total				Rs. 12,752,178

Rs.	Amount Paid by Judgment debtor on 09/03/2026	Rs. 21,50,000/-
Rs.	Amount paid/Avail of Possession by DH	Rs. 388,150/-
	Balance Payable by the Judgment debtor	Rs. 17,62,150/-

(Signature)
(Att. Rishi Singh)

6. Non-filing of objections upon the amount claimed by the applicant in 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/judgment debtor and they have no objection in this regard.

7. I have duly considered the order passed u/s 31 dated 29.12.2023 and the application filed by the applicant/ complainant as well as submissions of the parties, and the material available on record. In view of the above factual matrix, it is held that the respondent/judgment debtor i.e. **ATS Estates Pvt. Ltd.** could not comply with the orders passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 29.12.2023. Despite service of notice and availing opportunities i.e. 02.09.2024, 16.09.2024, 09.10.2024, 11.11.2024, 16.12.2024, 03.02.2025, 07.04.2025, 12.05.2025, 08.07.2025, 21.07.2025, 26.08.2025, 30.09.2025, 17.11.2025, 23.12.2025, 16.02.2026 & 10.03.2026 in the present execution, no objections has been filed on behalf of respondent/judgment debtor. A bare perusal of the updated calculated sheet placed on record by the counsel for the applicant/complainant as reproduced above shows that the applicant/complainant has received an amount of Rs.21,50,000/- from the respondent/judgment debtor as on 09.03.2026. The Ld. Counsel for the applicant stated that the respondent/judgment had not filed any appeal against the said order dated 29.12.2023 passed u/s. 31 of the RERD Act, 2016 till date.

8. Based on the written and oral submissions of the applicant & respondent/judgment debtor and the material available on record, it is held that the



respondent/judgment debtor had failed to comply with orders passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 29.12.2023. In these circumstances, the respondent/judgment debtor is directed to pay delayed interest on the principal amount i.e. Rs.78,31,407/- paid by the applicant/complainant w.e.f. 01.07.2019 till a valid offer of possession. Arrears of delayed interest accrued on it till 28.02.2026 i.e. Rs.34,62,508/-. The payment has been calculated on the whole month basis. 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. The details of payment made and interest accrued thereupon is given as under:-

Principal Amount	Period (in months)	Delay of months	Interest rate (@ 8.75% SBI's Highest MCLR Rate + 2%)	Interest amount due Upto 28.02.2026	Interest Amount already paid	Balance Interest
A	B	C	D	E	F	G
Rs.78,31,407/-	(01.07.2019 to 28.02.2026)	80 months	@10.75%	Rs.56,12,508/-	Rs.21,50,000/-	Rs.34,62,508/-

9. The Hon'ble Supreme Court, in its judgment in the matter of *M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Others (Civil Appeal Nos. 6745-6749 of 2021)*, has upheld that the refund to be granted u/s. 18 read with Section 40(1) of the Real Estate (Regulation & Development) Act, 2016 is to be recovered as Land Revenue alongwith interest and/or penalty and/or compensation.

10. The amount due from 01.07.2019 to 28.02.2026 amounts to Rs. Rs.34,62,508/- and the respondent/judgment debtor is 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 29.12.2023 and the respondent/judgment debtor was directed to make the said payment within 90 days of the order.

11. In addition to the above adjudicated dues, the respondent/judgment debtor shall remain liable to pay further monthly delay interest at the rate of Rs.70,156/- per month from 01.03.2026 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.

12. In exercise of the powers conferred under **Section 37 of the Real Estate (Regulation and Development) Act, 2016**, the Respondent—Promoter is

hereby directed to issue a **Letter of Offer for Possession** to the complainant(s) within a period of **seven (7) days** from the date of receipt of the **Occupation Certificate and/or Completion Certificate**, or **simultaneously with the issuance of such offer to any other allottee of the same project**, whichever event occurs earlier. The promoter shall act in a **fair, transparent, and lawful manner** while issuing the offer of possession. It is further directed that if any amount is payable by the promoter to the complainant(s) at the time of handing over possession, the same shall be **adjusted against the amount of Rs.34,62,508/- upto 28.02.2026 together with interest accrued @ Rs.70,156/- per month from 01.03.2026 till the date of issuance of the offer of possession**, as awarded by this Authority. After such adjustment, if any balance amount remains payable, the allottee shall be liable to pay the same strictly in accordance with the terms and conditions of the **Agreement for Sale**. It is hereby held that any dues payable by the allottee under the Agreement for Sale and the amount awarded under this order are on the **same contractual and statutory footing** and are liable to be **mutually adjusted**, and only the net balance shall be payable by the respective party. The entitlement to interest is further fortified by the provisions of **Section 18 of the Act of 2016**. It is clarified that although the amount of Rs.34,62,508/- calculated as interest from 01.07.2019 to 28.02.2026 and Rs.70,156/- per month as interest from 01.03.2026 onwards till due possession is handed over to the allottees-cum-complainants is recoverable as **arrears of land revenue under Section 40(1) of the Act of 2016 read with the Punjab Land Revenue Act, 1887**, however, if the said amount is not fully recovered or paid by the promoter at the time of handing over possession, the same shall mandatorily be **set off against any balance amount payable by the allottee**, including at the stage of possession, execution of conveyance deed, or otherwise. It is further ordered that **till the entire awarded amount along with accrued interest is fully paid or adjusted**, the allottee shall **not be liable to pay maintenance charges to the promoter**. However, this exemption shall **not apply** in cases where maintenance services are handed over to a **Residents Welfare Association (RWA)** or any third-party agency other than the promoter, in which event no adjustment shall be claimed against such entity.

13. Proviso to Clause 7.6 of the "Agreement for Sale" provides that the promoter is liable to pay the interest to the allottee at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Said Unit. Similarly, clause 1.4 read with Schedule 'F' binds the allottees to make the payment as per the Payment Plan and any money due is being demanded in view of Clause 1.4 of Agreement for Sale read with Schedule 'F'. Therefore, payment by allottee and entitlement for interest on late possession are part of the same documents and are required to be acted upon simultaneously. Section 40(1) of the Real Estate



(Regulation and Development) Act, 2016 is only an additional advantage giving to the allottee in case payment is not paid to the allottee by the promoter after receipt of this order. It is in the natural justice that both the amounts (payment of interest to allottee and balance payment to promoter by allottee) are required to be set off against each other in the first go. Clause 7.6 of the "Agreement for Sale" is reproduced hereinafter as follows:-

"7. POSSESSION OF THE APARTMENT

Xxxx xxxx

7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, Court Order, Government policies/ Guidelines, decision, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for (iii) any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within ninety days including compensation in the manner as provided under the Act:

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the offer of the possession of the Apartment."

14. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the above amount shall be recovered as Land Revenue as provided u/s 40(1) of the RERD Act, 2016. The total amount due towards delayed interest upto 28.02.2026 is calculated at an amount of Rs.34,62,508/- and the respondent is directed to make the payments immediately to the complainants and offer valid offer of possession. After, 01.03.2026 the respondent -promoter is liable to pay an amount of Rs.70,156/- per month as interest till the valid & due possession is handed over to the complainants. Further, if any amount is due towards the complainants at the time of offer of possession, then the said payment will be adjusted towards the amount payable to the allottees-cum-complainants by



promoter, it will be adjusted by the promoter as payment received from the allottee payable by the promoter at the time of offer of possession.

15. **The amount of Rs.34,62,508/- and further a sum of Rs.70,156/- per month till valid offer of possession is made are held to be "Land Revenue" prescribed u/s. 40(1) of the RERD Act, 2016 read with Rule 24 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 for the purposes of collecting of it from the promoter under the Punjab Land Revenue Act, 1887. The sum of Rs.34,62,508/- and Rs.70,156/- as mentioned above will be collected by the jurisdictional authorities prescribed under the Punjab Land Revenue Act, 1887. The respondent/judgment debtor is further directed to handover the due possession at the earliest and both the complainant and respondent/judgment debtor are directed to inform the Secretary of this Authority and jurisdictional revenue authorities under the Punjab Land Revenue Act, 1887 of possession as soon as it is offered so as to take it into account while drawing Recovery Certificate.**

16. **The Secretary of this Authority is directed to issue the Recovery Certificate immediately for recovery of the adjudicated amount of Rs.34,62,508/- as interest payable till 28.02.2026 and Rs.70,156/- per month from 01.03.2026 will accrue till the due possession is offered by the respondent/judgment debtor. The promoter ATS Estates Pvt. Ltd. is held liable to pay the amount of Rs.34,62,508/- and further a sum of Rs.70,156/- per month from 01.03.2026 onwards. The Recovery Certificate is directed to be issued by the Secretary of the Authority for a sum of Rs.34,62,508/- and with a direction to further add Rs.70,156/- per month as interest till the due possession is offered and send it to the jurisdictional authority under Punjab Land Revenue Act, 1887 to recover the same as "Land Revenue" and for necessary action. A copy of this "Recovery Certificate" should be sent to both to the complainants and respondent by email and speed post for necessary action at their end and record purposes. The said amounts are to be collected as "Land Revenue" as per the provisions of Punjab Land Revenue Act, 1887 and Punjab Land Revenue Rules, 1909 by the authorities prescribed /authorized under the said Act and Rules. The complainants & the respondent is directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same in to account before sending "Recovery Certificate" to the Competent Authority for recovery. Further, Lt. Col. Jasvinder Singh Sidhu, Ms. Sukhpal Sidhu and Ms. Manroop Sidhu are held as Decree Holders and ATS Estates Pvt. Ltd. as Judgment Debtor for the purposes of recovery of the amounts due as calculated in the table supra. Any amount paid by the judgment debtor to any of the joint decree holder(s) will be duly considered as payment towards the amount payable determined under this order. Further, the**



shares of the amount recoverable is joint and not any particular share to anyone of the complainant. Therefore, the promoter/judgment debtor is at liberty to pay anyone of both of the complainants in any ratio or the whole payment to anyone of them as per its discretion.

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

Chandigarh
Dated: 10.03.2026



(Rakesh Kumar Goyal)
Chairman
RERA Punjab



No. 511-517 Dt. 30/3/2026.

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

1. Lt. Col. Jasvinder Singh Sidhu S/o Late Maj. Teja Singh Sidhu
2. Ms. Sukhpal Sidhu W/o Lt. Col. Jasvinder Singh Sidhu
3. Ms. Manroop Sidhu D/o Lt. Col. Jasvinder Singh Sidhu
All residents of Near Panchayat Ghar, Gatwali, Malkana, Talwandi Sabo, Bathinda, Punjab-151301.
4. ATS Estates Pvt. Ltd., Registered Office: 711/92, Deepali Nehru Place, New Delhi, Delhi through its Managing Director.
5. The Secretary, RERA, Punjab.
6. Director (Legal), RERA, Punjab.
7. The Master File.
8. The Record File.


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