



## 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](mailto:pschairrera@punjab.gov.in) & [pachairrera@punjab.gov.in](mailto:pachairrera@punjab.gov.in)

1. **Execution Application No.** :- 44/2024in GC No. 0236/2022
2. **Name & Address of the Applicant-Complainant (s)/ Allottee** :-
  1. Sh. Saurabh Sehgal S/o Sh. Sat Pal Sehgal.
  2. Mrs. Yamini Gambhir W/o Sh. Saurabh Sehgal.  
Both residents of House No. 30, GH-32, Mansa Devi Complex, Sector-5, Panchkula, Haryana-134114.
3. **Name & Address of the respondent (s)/ Promoter** :- M/s ATS Estates Pvt. Ltd., 711/92, Deepali, Nehru Palace, New Delhi-110019.
4. **Date of filing of Execution Application** :- 13.05.2024
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. Vijay Goyal, Advocate
8. **Name of Counsel for the respondents, if any.** :- Sh. Hardeep Saini, Advocate for respondent no. 1.  
Respondent no. 2-HDFC Bank Ltd. dropped vide order dated 26.05.2025.
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 19.01.2024.
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 Applicants for execution of order dated 19.01.2024.

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 19.01.2024 has held in the case '*Saurabh Sehgal &Anr. Vs. M/s ATS Estates Pvt. Ltd. & Anr.*' that the respondent no. 1 shall be liable to pay interest @ 10.85% per annum w.e.f. 17.12.2017 till a valid offer of possession.

3. The applicants/complainants have filed the present execution application bearing no. 44 of 2024 vide Dairy No. 3293 dated 13.05.2024 for enforcement of the order dated 19.01.2024 passed under Section 31 of the Real



Estate (Regulation and Development) Act, 2016 dated 27.06.2024. The applicants/complainants have submitted in the present execution application that the Respondent No. 1/Judgment Debtor neither handed over the possession to the applicants nor has paid interest. The said order was duly served on the Respondent no.1/Judgment Debtor.

4. In consequence of filing of execution application, a notice was issued to Respondents i.e., (1) **M/s ATS Estate Pvt. Ltd.** (2) **HDFC Bank** to appear and submit reply. Subsequently, the respondent no. 2 i.e. HDFC Bank was dropped from the present proceedings vide order dated 26.05.2025. Further, despite due service of notice and reminders, the respondent no. 1 has not filed any reply/objections to the present execution application.

5. Non-filing of the objections upon the amount claimed by the applicants in the present execution application *tantamounts* to admittance of this fact that the amount which has been claimed by the applicants in this execution application is acceptable to the respondent no.1 and it has no objection in this regard.

6. I have duly considered the order passed u/s 31 dated 19.01.2024 and the application filed by the applicants/ complainants 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 no.1/Judgment Debtor i.e. (1) **M/s ATS Estates Pvt. Ltd.** could not comply with the orders passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 19.01.2024. The execution application was served on 31.05.2024 upon the respondents. Despite service of notice and availing opportunities on 27.06.2024, 01.08.2024, 25.09.2024, 21.11.2024, 13.01.2025, 27.01.2025, 19.02.2025, 18.03.2025, 21.04.2025, 26.05.2025, 21.07.2025, 18.08.2025, 23.09.2025, 03.11.2025, 09.12.2025, 20.01.2026 in the present execution proceedings, no objection has been filed on behalf of respondent no .1. Therefore, it is presumed that there is no objection to the facts, figures and calculation filed by the complainants/applicants. Ld. Counsel for the applicant further stated that the respondents had not filed any appeal against the said order dated 19.01.2024 passed u/s 31 of the RERD Act, 2016 till date. The complainants/applicants had further stated that the promoter has not till date obtained occupancy certificate/completion certificate which is a pre-requisite for offering due possession.

7. The complainants and the respondent no. 1/judgment debtor were directed by this Bench numerous times to submit the required details of payment as per **Annexure 'A'**, but both the parties have failed to comply with these directions and have failed to submit even the said information in the format as given below:-



<b>DETAIL OF PAYMENTS</b>					
<b>PARTICULARS</b>	<b>DEBIT</b>	<b>CREDIT</b>	<b>DATE</b>	<b>AMOUNT</b>	<b>BALANCE</b>
<b>TOTAL</b>					

Please attach receipts issued by the allottee/promoter in support of the above payment if available.

8. This Bench vide order dated 27.01.2025 was further directed the complainants to submit their updated calculation sheet duly certified by a Chartered Accountant. However, the same has also not been submitted by the complainants. During the course of execution proceedings, the learned counsel for the respondent no. 1 stated that partial amount has already been paid to the applicants/complainants by way of various cheques. In this way, the respondent no. 1/judgment debtor during the pendency of present execution proceedings have placed on record multiple cheques issued in favour of the complainants and the respondent no. 2-HDFC Bank Ltd., the details of which are mentioned in the table given below:-

<b>Sr. No.</b>	<b>Cheque No.</b>	<b>Date of Cheque</b>	<b>Name of Payee</b>	<b>Amount (in Rs.)</b>
1.	000103	19.11.2024	SaurabhSehgal	1,50,000/-
2.	000104	19.11.2024	Yamini Gambhir	1,50,000/-
3.	000817	10.01.2025	Yamini Gambhir	1,00,000/-
4.	000816	10.01.2025	SaurabhSehgal	1,00,000/-
5.	000860	25.01.2025	HDFC Bank Ltd.	1,00,000/-
6.	024012	18.02.2025	HDFC Bank Ltd.	4,00,000/-
7.	025540	17.03.2025	HDFC Bank Ltd.	2,50,000/-
8.	026368	21.04.2025	Yamini Gambhir	2,50,000/-
9.	026367	21.04.2025	Saurabh Sehgal	2,50,000/-
10.	024460	26.05.2025	SaurabhSehgal	1,50,000/-
11.	024461	26.05.2025	Yamini Gambhir	1,50,000/-
12.	025907	21.07.2025	Saurabh Sehgal	1,00,000/-
13.	025908	21.07.2025	Yamini Gambhir	1,00,000/-
14.	026630	08.12.2025	Yamini Gambhir	1,00,000/-
15.	026629	08.12.2025	Saurabh Sehgal	1,00,000/-
			<b>Total</b>	<b>Rs.24,50,000/-</b>

9. It is evident from the material placed on record and the cheques produced by the respondent no .1/judgment debtor that, during the pendency of the present execution proceedings, respondent No. 1/judgment Debtor has made substantial payments to the complainants as well as Respondent No. 2 – HDFC Bank Ltd., by way of multiple cheques issued on different dates. A perusal of the tabulated details mentioned supra reveals that a cumulative amount of Rs.24,50,000/- has been paid to the complainants on account of delayed possession. These payments, though made in installments, clearly demonstrate partial compliance with the obligations arising out of the impugned order passed u/s 31 of RERD Act dated 19.01.2024. However, since both the parties have not submitted the details of payments in the prescribed standard format as directed by this Bench, the exact adjustment of this



amount towards the total liability cannot be determined at this stage. However, in view of the documentary evidence in the form of cheques placed on record by the respondent no. 1, this Bench considers the amount of Rs.24,50,000/- as the admitted payment for the purpose of calculating the interest component.

10. Based on the written and oral submissions of the applicant & respondent no.1/Judgment Debtor and the material available on record, it is held that the respondent no.1/Judgment Debtor had failed to comply with orders passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 19.01.2024. The order passed u/s 31 of the RERD Act, 2016 dated 19.01.2024 titled '*Saurabh Sehgal & Anr. v. ATS Estates Pvt. Ltd. & Anr.*' reads as under:-

*"22. As a result of the above discussion, this complaint is accordingly accepted and the respondent no. 1 is directed to pay interest at the rate of 10.85% per annum (today's highest MCLR rate of 8.85% plus 2%) prescribed in Rule 16 of the Punjab State the Real Estate (Regulation and Development) Rules, 2017 with effect from 17.12.2017 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."*

11. Therefore, in view of the above order dated 19.01.2024, the respondent no. 1/judgment debtor is liable to make the payments in two distinct parts i.e. firstly, w.e.f. 17.12.2017 till the date of the initial adjudication and **secondly**, after the date of order passed u/s 31 i.e. 19.01.2024 till the date of delivery of valid possession. The amount of interest becoming due in terms of the above order dated 19.01.2024 passed u/s 31 is calculated as under:-

**TABLE**

Interest payable from	Principal Amount	Interest Calculated till	Interest rate as per order (@ 8.85% SBI's Highest MCLR Rate + 2%)	Tenure (in months)	Interest Amount	Interest Amount already paid	Balance Interest
1	2	3	4	5	6	7	8
01.01.2018	Rs.45,76,000/-	31.01.2024	10.85%	73	Rs.30,20,351/-		
01.02.2024	Rs.45,76,000/-	28.02.2026	10.85%	25	Rs.10,34,367/-	Rs.24,50,000/-	Rs.17,50,000/-
				<b>Total</b>	<b>Rs.40,54,718/-</b>	<b>Rs.24,50,000/-</b>	<b>Rs.17,50,000/-</b>

12. In these circumstances, the respondent no. 1/judgment debtor is directed to pay delayed interest on the principal amount i.e.Rs.45,76,000/- paid by the applicants w.e.f. 17.12.2017 till a valid offer of possession. Arrears of delayed interest accrued on it till 28.02.2026 (after deducting the interest amount already

paid of Rs.24,50,000/-) i.e. Rs.17,50,000/-.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.

13. The interest is being calculated from 01.01.2018 till date of order passed u/s 31 of the RERD Act dated 31.01.2024 and further from 01.02.2024 to 28.02.2026. It is clarified that order u/s 31 does not grant any exemption for the COVID-19 period. The respondent has not even asked for the said exemption during the execution proceedings. Further, it is held that such exemption is also not considered legally since due date of possession was prior to COVID-19 pandemic.

14. 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.


15. The amount due from 01.01.2018 to 28.02.2026 amounts to Rs.17,50,000/- (after deducting the interest amount already paid of Rs.24,50,000/-) and the respondent no.1/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 19.01.2024 and the respondent/judgment debtor was directed to make the said payment within 90 days of the order.

16. 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.41,375/- 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 complainants/applicants 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.

17. 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 interest amount of Rs.17,50,000/-** calculated upto 28.02.2026 together with **interest accrued @ Rs.41,375/- per month from 01.03.2026 till the date of issuance of the valid 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.17,50,000/-calculated as interest from 01.01.2018 to 28.02.2026 (after deducting the interest amount already paid of Rs.24,50,000/-) and Rs.41,375/- 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.



18. 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.17,50,000/-(after deducting the interest amount already paid of Rs.24,50,000/-) /-and the respondent no.1/judgment debtor is directed to make the payments immediately to the complainants/applicants and offer valid offer of possession. After, 01.03.2026 the respondent no. 1-promoter is liable to pay an amount of Rs.41,375/- per month as interest till the valid & due possession is handed over to the complainants/applicants. Further, if any amount is due towards the complainants/applicants 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.

19. The amount of Rs.17,50,000/- and further a sum of Rs.41,375/- 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.17,50,000/-and Rs.41,375/- as mentioned above will be collected by the jurisdictional authorities prescribed under the Punjab Land Revenue Act, 1887. **The respondent no.1/judgment debtor is further directed to handover the due possession at the earliest** and both the complainants and respondent no. 1/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.

20. The Secretary of this Authority is directed to issue the Recovery Certificate immediately for recovery of the adjudicated amount of Rs.17,50,000/-as interest payable till 28.02.2026(after deducting the interest amount already paid of Rs.24,50,000/-) and Rs.41,375/- per month from 01.03.2026 will accrue till the due possession is offered by the respondent no.1/judgment debtor. **The promoter ATS Estates Pvt. Ltd. is held liable to pay the amount of Rs.17,50,000/-and further a sum of Rs.41,375/-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.17,50,000/- and with a direction to further add Rs.41,375/- 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 no.1/judgment debtor 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 no.1/judgment debtor 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, Sh. Saurabh Sehgal and Mrs. Yamini Gambhir are held as Decree Holders and M/s 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 are joint and not any particular share to anyone of the complainants. 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.

21. However, at the cost of repetition, it is ordered in addition to the discussion and directions recorded in the foregoing paragraph of this order as follows:-

- i. The respondent no.1 / judgment debtor, M/s ATS Estates Pvt. Ltd., is directed to make immediate payment of the arrears of delayed interest amounting to Rs.17,50,000/- (after adjusting the interest amount of Rs.24,50,000/- already paid) to the complainants/applicants.
- ii. From 01.03.2026 onwards, the respondent no.1 / judgment debtor shall continue to pay delayed interest at the rate of Rs.41,375/- per month until a valid and lawful offer of possession of the unit is made to the complainants/applicants.
- iii. The respondent no.1 / judgment debtor is directed to issue a Letter of Offer for Possession within seven (7) days of receipt of the Occupation Certificate / Completion Certificate or simultaneously with the issuance of such offer to any other allottee of the same project, whichever occurs earlier, ensuring a fair and transparent process.
- iv. Any amount payable by the promoter to the complainants at the time of offering possession shall be adjusted against the arrears of interest and any further interest accrued until possession, with only the net balance being payable by either party.
- v. The arrears of interest of Rs.17,50,000/- and further monthly interest of Rs.41,375/- are held to be recoverable as Land Revenue under Section 40(1) of the RERD Act, 2016 read with the Punjab Land Revenue Act, 1887. The Secretary of this Authority is directed to issue the Recovery Certificate immediately for the amount due and send it to the jurisdictional revenue authorities for recovery.
- vi. Sh. Saurabh Sehgal and Mrs. Yamini Gambhir are declared joint Decree Holders, and the respondent no. 1 / judgment debtor is at liberty to pay either or both as per its discretion. Any payment made to either decree holder shall be deemed a payment towards the total amount adjudicated.
- vii. Both the complainants and respondent no.1 / judgment debtor are required to inform the Secretary of this Authority regarding any



payments made or received, so that such payments can be taken into account before sending the Recovery Certificate.

- viii. The complainants shall not be liable to pay maintenance charges to the promoter until the awarded amount is fully paid or adjusted (except where maintenance is handed over to a third party/RWA).

The due compliance of these directions will be complied with by both the parties i.e. the complainants and the respondent no.1/judgment debtor as per the timeline mentioned in this para.

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

Chandigarh  
Dated: 10.03.2026



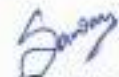
  
(Rakesh Kumar Goyal)  
Chairman  
RERA Punjab

Endst. No. CP/RERA/PB/PA/Exe/ 567-573

Dated: 9/4/2026.

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

1. Sh. Saurabh Sehgal S/o Sh. Sat Pal Sehgal and Mrs. Yamini Gambhir W/o Sh. Saurabh Sehgal, both residents of House No. 30, GH-32, Mansa Devi Complex, Sector-5, Panchkula, Haryana-134114.
2. M/s ATS Estates Pvt. Ltd., 711/92, Deepali, Nehru Palace, New Delhi-110019.
3. HDFC Bank Ltd., SCO 78-79, Sector 8-C, Madhya Marg, Chandigarh-160018.
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.