



Real Estate Regulatory Authority, Punjab

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

1. Execution Application No. :- 08/2024 in GC No. 1401/2019
2. Name & Address of the Complainant :- Sh. Harjit Pal Singh S/o Dhian Singh, R/o Village Shampura, Rupnagar- 140001
3. Name & Address of the Respondents :-
 1. M/s Sukhm Infrastructure Pvt. Ltd., through its Director, Shri Tejinder Singh Bhatia, Aeropolis City, Sector 66-A, SAS Nagar, Mohali-160062.
 2. M/s. Aeropolis Infrastructure Pvt. Ltd., through its Managing Director, Aeropolis City, Sector-66-A, SAS Nagar, Mohali- 160062.
 3. M/s Manohar Singh & Co. through its Managing Director, SCO No. 139-141, Sector-17C, Chandigarh-160017.
4. Date of filing of Execution Application :- 24.01.2025
5. Name of Counsels for the complainant, if any. :- Sh. Vipin Kumar & Sh. Mandeep Singh, Advocates.
6. Name of Counsel for the respondent, if any. :- Sh. Lakhan Bhardwaj, Sh. Rydhm Advocates & Sh. Deepak Sharma, Representative for respondent-promoter.
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 01.09.2020 passed in GC No. 1401 of 2019.
8. Date of Order :- 01.03.2026

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 Execution Application No. 08 of 2025 has been filed by the Applicant/Decree Holder seeking execution of the order dated 01.09.2020 passed in Complaint No. 1401 of 2019 titled *Sh. Harjit Singh R/o Village Shampur, Rupnagar versus M/s Sukhm Infrastructure Pvt. Ltd.; M/s Aeropolis Infrastructure Pvt. Ltd. & M/s Manohar Singh & Co., SCO-139-141, Sector-17C, Chandigarh*; however, upon careful perusal of the said order, it is evident that the operative directions were issued only against Respondent No. 1 and Respondent No. 2 to pay the amount of interest to the Applicant/Decree Holder, and no specific or executable direction was passed against Respondent No. 3. Consequently, in view of the limited scope of the decree/order sought to be executed, the present execution proceedings are liable to be and are hereby confined only to Respondent No. 1 and Respondent No. 2, being the Judgment Debtors against whom the liability has been determined under the order dated 01.09.2020, and further steps in execution shall accordingly be taken only against the said respondents in accordance with law.



2. This Authority, by way of a common order passed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERD Act, 2016") dated 01.09.2020 in the main case titled *Bhagwant Kaur v. Sukhm Infrastructure Pvt. Ltd. & Ors.*, whereby a common order was rendered in 10 complaints including the complaint of the present applicant filed against M/s Sukhm Infrastructure Pvt. Ltd., M/s Aeropolis Infrastructure Pvt. Ltd. and M/s Manohar Singh & Co., held that Respondent Nos. 1 and 2 shall be liable to pay interest at the rate prescribed under the Punjab State Real Estate (Regulation and Development) Rules, 2017 per annum with effect from 23.02.2016 (insofar as the present complainant is concerned) on the amount of Rs. 31,76,000/- up to 30.11.2020 and for the period thereafter till the actual date of delivery of possession, payable at the time of handing over possession; however, despite the lapse of considerable time, the respondents have failed to comply with the aforesaid order passed under Section 31 of the Act, and therefore, for ready reference, the relevant extract of the said order is reproduced hereunder:-

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 allottee 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 the Punjab State Real Estate (Regulation and Development) Rules, 2017 as applicable from time to time with effect from 23.08.2016 in Complaint no.1388 and as indicated subsequently in other cases 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 complainant made the first payment many years ago (28.10.2009 in Complaint no.1388). 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 I am 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 interest on the amount that was deposited before 01.09.2015 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 30.11.2020 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 nearly 3 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 01.09.2015 in various complaints are as below:

No. of complaint	Name of complainant	Area of plot (in sq. yards)	Due date of handing over possession with grace period of two years	Total payment made so far (in Rs.)	Amount deposited before 01.09.2015 (in Rs.)
1388/2019	Bhagwant Kaur	500	23.08.2016	26,40,000/-	26,40,000/-
1392/2019	Parvinder Singh	400	07.10.2017	23,40,000/-	23,40,000/-
1393/2019	Jagjit Singh	500	26.07.2016	27,25,000/-	27,25,000/-
1395/2019	Drish Infotech Ltd.	600	19.03.2016	26,26,250/-	26,26,250/-
1396/2019	Shantanu Jindal	500	06.05.2014	19,42,500/-	19,42,500/-
1397/2019	Sark Industries	1000	26.12.2015	52,70,000/-	52,70,000/-
1398/2019	Ranjiv Grover	500	26.12.2015	25,57,500/-	25,57,500/-
1401/2019	Harjit Singh	400	23.02.2016	31,76,000/-	31,76,000/-
1420/2019	Dev Raj Sharma	500/ 400	08.08.2017	37,25,257/-	37,25,257/-
1423/2019	Dev Raj Sharma	500/ 400	08.08.2017	67,26,144/-	67,26,144/-

Note : In case of Complaint No. 1396, no 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, and 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."

3. In consequence of the filing of the present execution application, notices were issued to the Respondents directing them to appear and file their replies/objections; thereafter, counsel for Respondents no. 1 & 2 filed objections on 08.09.2025 contending, *inter alia*, that the present execution application is not maintainable and that post-order interest is not presently payable by the respondents in view of the order dated 01.09.2020, which stipulates that interest beyond 30.11.2020 shall be payable only at the time of handing over actual



possession of the unit in question. It has further been averred that possession could not be offered on account of alleged non-payment by the Applicant/Decree Holder as per the payment plan under the Buyer-Seller Agreement and the subsequent cancellation of the agreement on account of *force majeure* conditions, and, consequently, it has been prayed that the Applicant be directed to accept refund of the deposited amount along with interest at SBI term-deposit rates in installments in accordance with the terms of the Agreement.

4. Further, it is pertinent to mention here that the respondent's counsel filed an application for stay of present execution proceedings stating therein that the Judgment Debtor had also filed a complaint u/s. 31 of the RERA Act, 2016 against Decree Holder in this Authority vide GC No. 0001 of 2026 for taking up on record the cancellation letter issued by respondent in the year 2019, and the same has been mentioned in the objection herein. For ready reference, the application moved by the Judgment Debtor is attached herewith:-

Before the Real Estate Regulatory Authority
Punjab at Chandigarh
EA 100-207/2021
In GC 001-1401 of 2019

In the Matter of:
Harjit Singh Decree holder/complainant
- versus -
M/s Sukhm Infrastructure Pvt. Ltd. 402
..... Judgment Debtor

~~Application for stay of
the execution proceedings~~

Respectfully sheweth:

1. That the abovementioned Execution Application is pending for adjudication today.
2. That the Judgment Debtor has filed Complaint under Section 31 of RERA Act against Decree holder. An Authority itself becoming ~~party~~ complainant for taking up on record the Cancellation letter issued by Respondent in the year 2019, and the same has been mentioned in the objection herein.
3. Kindly stay the ongoing execution proceeding in lieu of pendency of above mentioned Complaint filed by the Respondent.

Date: 23.02.2024
@Rajinder
Adv. Rhythm
23/02/24



5. Upon consideration of execution application, objections moved by Respondent Nos. 1 and 2 alongwith application for stay and the record of the case, this Bench of Authority finds that the order dated 01.09.2020 passed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 has attained finality insofar as the liability of Respondent Nos. 1 and 2 to pay interest to the Applicant/Decree Holder stands determined. As per the office report placed on record, it is specifically noted that the Judgment Debtors have not filed any appeal against the said order before the Hon'ble Real Estate Appellate Tribunal, Punjab, nor have they produced any stay order from any competent forum. In the absence of any appellate challenge or stay of operation of the order sought to be executed, the decree is executable as it stands and this Authority is bound to enforce the same in accordance with law.

6. The ground taken by the respondents that they have filed a separate complaint bearing GC No. 0001 of 2026 against the Decree Holder seeking to place on record an alleged cancellation letter of the year 2019 does not constitute a valid ground for staying execution proceedings. The alleged cancellation, if any, was within the knowledge of the respondents at the time of adjudication of the original complaint and could have been pleaded therein or raised before the appropriate appellate forum. The pendency of a subsequent complaint between the parties does not create any legal bar on execution of a final order, nor can it be permitted to defeat or delay enforcement of a lawful decree, particularly when no appeal has been filed and no stay has been granted by any competent authority.

7. On merits also, the objections raised by Respondent Nos. 1 and 2 are wholly untenable. The order dated 01.09.2020 unequivocally directs Respondent Nos. 1 and 2 to pay interest at the prescribed rate i.e. SBI's Highest MCLR Rate 7.3% + 2% which comes to 9.30% on the amount of Rs. 31,76,000/- with effect from 23.02.2016 up to 30.11.2020 and thereafter till the date of delivery of possession, payable at the time of handing over possession. The liability so crystallized has attained finality and cannot be reopened at the stage of execution. The contention



that interest beyond 30.11.2020 is not presently payable does not absolve the respondents from complying with the directions already determined under the order, nor does it bar execution proceedings to secure enforcement of the decree. Similarly, the pleas regarding alleged default in payment by the complainant or alleged cancellation of the agreement on account of force majeure relate to the merits of the original dispute and cannot be re-agitated in execution proceedings. No material has been placed on record to show that the decree holder stands disentitled to the relief granted or that the respondents have complied with any part of the order.

8. In view of the foregoing findings, this Bench concludes that the application for stay of execution proceedings is devoid of merit and is hereby dismissed. Secondly, the objections filed by Respondent Nos. 1 and 2, namely (1) M/s Sukhm Infrastructure Pvt. Ltd. and (2) M/s Aeropolis Infrastructure Pvt. Ltd., are also rejected. The execution application shall proceed against the said respondents, being the Judgment Debtors against whom liability has been determined under the order dated 01.09.2020. They are directed to comply with the operative directions contained therein within the period to be specified separately, failing which coercive steps permissible under the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder shall be initiated for enforcement of the decree. It is clarified that the present findings are confined to adjudication of the stay application and execution proceedings and shall not prejudice adjudication of any independent proceedings pending between the parties before this Authority or any other competent forum.

9. On the basis of the written and oral submissions made on behalf of the applicant and the material available on record, this Bench holds that Respondent Nos. 1 and 2 have failed to comply with the order dated 01.09.2020 passed under Section 31 of the Real Estate (Regulation and Development) Act, 2016. Consequently, Respondent Nos. 1 and 2, namely M/s Sukhm Infrastructure Pvt. Ltd. and M/s Aeropolis Infrastructure Pvt. Ltd., are held jointly and severally liable to pay



interest with effect from 23.02.2016 till 30.11.2020, which as on the date of this order aggregates to Rs. 14,02,998/-. Further, delay interest for the subsequent period from 01.12.2020 till 28.02.2026 (i.e. up to the date of the present execution order) also becomes payable in accordance with the rate prescribed under the Act read with the Punjab State Real Estate (Regulation and Development) Rules, 2017, being the SBI's Highest MCLR Rate 7.3% + 2% which comes to 9.30%, which amounts to Rs. 29,53,680/-. However, as per the directions contained in the order dated 01.09.2020, the interest accruing after 30.11.2020 shall be adjusted at the time of handing over possession against the amount payable by the complainant/allottee, if any. Accordingly, the interest calculated up to 30.11.2020 amounting to Rs. 15,50,682/- shall be paid forthwith to the Applicant/Decree Holder, and the remaining interest shall be dealt with in terms of the original order at the stage of delivery of possession. The respondents are directed to deposit/pay the aforesaid amount within the time to be granted separately, failing which coercive measures shall follow. The amount of interest becoming due after 01.03.2016 to 28.02.2026 is calculated as under:-

Interest payable from	Principal Amount	Interest Calculated till	Interest rate as per order	Tenure (in months)	Interest Amount
1	2	3	4	5	6
01.03.2016	Rs.31,76,000/-	30.11.2020	09.30%	57 Months	Rs.14,02,998 /-
01.12.2020		28.02.2026	(i.e. @ 7.30% SBI's Highest MCLR Rate + 2%)	63 Months	Rs.15,50,682/-
GRAND TOTAL as on 28.02.2026					Rs.29,53,680/-

10. 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.15,50,682/- as accrued interest from 01.12.2020 to 28.02.2026 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.



11. In addition to the above adjudicated dues, the respondents shall remain liable to pay further monthly delay interest at the rate of Rs.24,614/- 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. The amount of Rs.14,02,998/- is 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 (as on 28.02.2026) for the purposes of collecting of it from the promoter. The amount of Rs.15,50,682/- 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.

13. The Secretary of this Authority is directed to issue the Recovery Certificate immediately for recovery of the adjudicated amount of Rs.14,02,998/- as interest payable till 30.11.2020. Further from 01.12.2020 onwards @ Rs.24,614/- per month will accrue till the due possession is handed over. **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.14,02,998/- (upto 30.11.2020) and Rs.15,50,682/- (w.e.f. 01.12.2020 till the passing of present execution application order 28.02.2026) and further a sum of Rs.24,614/- 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.14,02,998/- only and send it to the jurisdictional authority under Punjab Land Revenue Act, 1887 to recover the same as "Land Revenue" and for necessary action. 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. Further, Sh. Harjit Singh is held as Decree Holder and M/s Sukhm Infrastructure Pvt. Ltd. and M/s Aeropolis Infrastructure Pvt. Ltd. i.e. respondents no. 1 & 2 as Judgment Debtors for the purposes of recovery of the amounts due as calculated in the table supra.

14. To conclude, the sum of Rs.15,50,682/- calculated as interest from 01.12.2020 to 28.02.2026 and Rs.24,614/- per month as interest from 01.03.2026 onwards till due possession is handed over will be adjusted towards the payable dues at the time of taking over of possession. Further, a Recovery Certificate for an amount of Rs.14,02,998/- will be issued by the Secretary of this Authority as immediately payable by the promoter(s) to the complainant/allottee. The respondents (judgment debtors) and the complainant (decree holder) are directed to inform the Secretary of this Authority regarding any payments made towards compliance, so that appropriate entries may be made in the official records.

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

Chandigarh
Dated: 01.03.2026





(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/421

Dated:- 03/03/26

A copy of this order is hereby forwarded to the following for their information and necessary action:-

1. Sh. Harjit Pal Singh S/o Sh. Dhian Singh, Resident of Village Shampura, Rupnagar, Punjab-140001.
2. M/s Sukhm Infrastructure Pvt. Ltd., through Director Shri. Tejinder Singh Bhatia, Aeropolis City, Sector-66A, SAS Nagar (Mohali)- 160055.
3. M/s Aeropolis Infrastructure Pvt. Ltd., through its Managing Director, Aeropolis City, Sector-66A, SAS Nagar (Mohali)- 160055.
4. M/s Manohar Singh & Co. through Managing Director, SCO 139-141, Sector-17C, Chandigarh-160017.
5. The Secretary, RERA, Punjab.
6. The Director (Legal).
7. The Complaint File.
8. The Master File.


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