



Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018
Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

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

1. Complaint No.	GC No. 0572/2022
2. Name & Address of the complainant (s)/ Allottee	Sh. Y.K. Gautam Ms. Raj Rani (Both r/o House No. 90, Sector 16A, Chandigarh – 160015).
3. Name & Address of the respondent (s)/ Promoter	TDI Infratech Ltd. TDI City, SCO 54-55, Sector 118, Chandigarh Kharar Road, NH21, SAS Nagar (Mohali), Punjab – 160055.
4. Date of filing of complaint	02.12.2022
5. Name of the Project	Connaught Residency Extension
6. RERA Registration No.	PBRERA-SAS81-PR0280
7. Name of Counsel for the complainant, if any.	Sh. Ankit Midha, Advocate for the complainant.
8. Name of Counsel for the respondents, if any.	Sh. Puneet Tuli, Advocate for the respondent.
9. Section and Rules under which order is passed	Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.
10. Date of Order	22.01.2026

Order u/s. 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016 r/w Rules 16, 24 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017

The present complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 by the complainant against the respondent promoter in respect of a residential unit booked in the project known as “Connaught Residency” situated at Sector 74-A, Mohali, seeking the following reliefs:-

*“Relying upon proviso to Section 18(1) of Real Estate (Regulation and Development) Act, 2016, it is respectfully prayed that the Respondents may kindly be **directed to pay interest on the amount deposited for the period of delay in handing over of the possession** with effect from 23.10.2019 as contemplated under Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017, since the claimant has now taken possession of the allotted residency. It is further prayed that the Respondents may be directed to pay Rs.50,000/- as litigation expenses to the complainant.”*

(emphasis supplied)

2. It is the undisputed fact on record that the complainant purchased a residential unit in the project of the respondent and was allotted Residency No. GF-1557, Type 3 BHK, situated on the ground floor, having a carpet area of 1180 square feet. It is also not in dispute that the letter of allotment was issued in favour of the complainant on 28.09.2017 and thereafter a Agreement was executed



between the parties on 12.10.2017. The total sale consideration of the said unit was fixed for Rs.82,74,083/-, the payment plan and other allied terms and conditions are governed by the said agreement. It is further undisputed that the complainant has made substantial payments towards the sale consideration as per the demands raised by the respondent from time to time. The details of the said unit, for which 'Agreement for Sale' was executed, are as under:-

Sr. No.	Particulars	Information
1.	Unit No.	GF-1557 having 1180 sq. ft.
2.	Type	3 BHK on Ground Floor
3.	Date of Agreement	12.09.2017
4.	Due date of Possession	22.10.2019 (Ref. Clause 7 of the Agreement)
5.	Basic Sale Consideration	71,25,000/- (Ref. Schedule A of the Agreement)
6.	Total Sale Consideration	82,74,083/- (Ref. Schedule A of the Agreement)
7.	Total amount paid	100%
8.	Possession Taken over on	22.06.2021

3. It is further an undisputed position that as per the terms of the Agreement, the respondent was obliged to complete the development of the project and hand over possession of the allotted unit to the complainant within the stipulated period mentioned therein i.e. 22.10.2019. It is also not disputed that the possession of the unit was taken over on 22.06.2021 after making complete payments to the tune of Rs.82,02,832/-. For ready reference, the payments made by the complainant to the complainant, till the time of arguments is as under: -

Sr. No.	Receipt No.	Payment Date	Cheque No.	Type	Amount
1	244157	03-Feb-20	03-Feb-20	BASIC	5,34,174.00
2	246978	22-Jun-21	23-Jun-21	BASIC	3,88,113.00
3	232903	27-Sep-17	06-Sep-17	BASIC	6,00,000.00
4	239664	20-Mar-19	20-Mar-19	BASIC	4,70,243.00
5	242573	14-Nov-19	14-Nov-19	BASIC	5,74,892.00
6	232809	27-Sep-17	29-Jul-17	BASIC	3,00,000.00
7	233177	31-Oct-17	30-Oct-17	BASIC	3,25,000.00
8	233178	31-Oct-17	30-Oct-17	EDC	40,516.00
9	238504	13-Dec-18	13-Dec-18	BASIC	5,34,375.00
10	238505	13-Dec-18	13-Dec-18	EDC	40,516.00
11	238506	21-Dec-18	21-Dec-18	BASIC	5,77,982.00
12	238507	31-Dec-18	31-Dec-18	EDC	81,431.00
13	233877	12-Dec-17	22-Nov-17	BASIC	5,34,375.00
14	241908	17-Aug-19	17-Aug-19	BASIC	5,34,375.00
15	246750	18-Mar-21	18-Mar-21	BASIC	15,00,000.00
16	GST-87382	12-Dec-17	23-Nov-17	GST	64,174.00
17	GST-102415	14-Nov-19	14-Nov-19	GST	64,174.00
18	GST-101595	13-Aug-19	13-Aug-19	GST	64,174.00
19	RDC-109205	22-Jun-21	21-Jun-21	RDC	24,518.00
20	CC-109306	22-Jun-21	21-Jun-21	CC	17,500.00
21	GST-109307	22-Jun-21	21-Jun-21	GST	2,35,123.00
22	GST-86674	31-Oct-17	30-Oct-17	GST	1,71,000.00
23	GST-96896	13-Dec-18	13-Dec-18	GST	64,174.00
24	GST-98662	20-Mar-19	20-Mar-19	GST	1,28,250.00
25	GST-104230	03-Feb-20	03-Feb-20	GST	64,174.00
26	SEC-109308	22-Jun-21	21-Jun-21	SEC	40,000.00
27	CMC-109309	22-Jun-21	21-Jun-21	CMC	50,000.00
Total Amt					82,02,832.00



4. The complainant has contended that despite making payments in accordance with the agreement, the respondent failed to adhere to the committed date of possession and has neither completed the construction nor offered possession of the unit as per stipulation. It has been argued that such delay amounts to a clear violation of the obligations cast upon the promoter under Sections 11 and 18 of the Act. The complainant has further submitted that repeated requests and reminders to the respondent did not yield any result and that the complainant has been deprived of the use of the residential unit for which hard-earned money was invested. On these grounds, the complainant has sought possession with interest for the period of delay.

5. Per contra, the respondent has filed its reply contending that the delay in completion of the project occurred due to reasons beyond its control, including regulatory approvals, market conditions and other unforeseen circumstances. The respondent has argued that the project is at an advanced stage of development and that possession would be offered shortly. It has been further contended that the complainant is bound by the terms of the agreement and is not entitled to seek refund as a matter of right. The respondent has denied any deliberate or willful delay and has prayed for dismissal of the complaint.

6. This Bench has carefully considered the pleadings filed by both parties and has perused the documents placed on record. From the material available, it stands established that the execution of the Agreement, the receipt of payments from the complainant and the failure to hand over possession within the stipulated time are not in dispute. The primary issue which arises for consideration is whether the complainant is entitled to the reliefs claimed under the provisions of the Act on account of delay attributable to the respondent.

7. The Authority further observes that the respondent has failed to place on record any cogent, credible or contemporaneous material to demonstrate that



the delay in handing over possession of the allotted unit squarely falls within the ambit of *force majeure* as defined under the Real Estate (Regulation and Development) Act, 2016. The explanations advanced by the respondent are vague and generalized in nature and do not disclose any specific event or circumstance which was beyond the reasonable control of the respondent and which directly prevented timely completion of the project. Significantly, the committed date of possession, i.e. 22.10.2019, was much prior to the onset of the COVID-19 pandemic. Therefore, the plea of *force majeure* sought to be raised by the respondent on account of the pandemic is clearly misplaced and unsustainable, as the delay had already accrued before the occurrence of the said event. In the absence of any legally tenable justification, the delay in handing over possession is liable to be attributed solely to the respondent.

8. In view of the aforesaid discussion and the undisputed facts emerging from the record, the Authority finds that the respondent was under a clear contractual as well as statutory obligation to complete the development of the project and hand over possession of the allotted unit to the complainant on or before 22.10.2019. The fact that possession was admittedly handed over only on 22.06.2021, i.e. after a substantial delay beyond the committed date, stands conclusively established from the record. Such delay, in the absence of any legally sustainable justification, amounts to a violation of the duties cast upon the respondent under the Real Estate (Regulation and Development) Act, 2016. The delay in handing over possession is thus attributable solely to the respondent.

9. It is also an admitted position that the complainant, despite the delay, opted not to withdraw from the project and ultimately took possession of the allotted unit after making complete payment of Rs.82,02,832/-. In such a situation, the rights and entitlements of the complainant are governed by the second limb of Section 18 of the Act, which unequivocally mandates payment of interest for every month of delay to an allottee who chooses to continue with the project. The



complainant is therefore entitled to interest for delayed possession in terms of Section 18(1) of the RERD Act, 2016, which reads as under:-

“18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he 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 amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.”

10. The Authority is of the considered view that denial of interest in a case of admitted delay would defeat the very object and spirit of the Act, which seeks to ensure accountability of promoters and timely delivery of real estate projects. The complainant, having been deprived of timely possession of the residential unit despite having complied with the payment obligations, is clearly entitled to be compensated in the manner prescribed under the Act.

11. Accordingly, the Authority holds that the complainant is entitled to interest for the delayed period commencing from 22.10.2019 till 22.06.2021 and the complaint is **partly allowed**. The promoter is directed to pay interest to the complainant for the period of delay commencing from 22.10.2019 till 22.06.2021 i.e. date of taking over of possession, applicable @ 10.80% (i.e. 8.80% SBI's



Highest MCLR Rate applicable as on 15.12.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. 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. Therefore, the calculation is calculated as follows:-

Interest payable from	Total Amount paid by complainant	Interest Calculated till	Interest rate as on 15-12-2025 +2%	Delay in months	Interest Amount
01-11-2019	47,10,047	31-05-2021	10.80%	19	8,05,418
01-12-2019	6,39,018	31-05-2021	10.80%	18	1,03,521
01-03-2020	5,98,501	31-05-2021	10.80%	15	80,798
01-06-2021	15,00,000	Not required	10.80%	0	0
01-07-2021	7,55,266	Not required	10.80%	0	0
	82,02,832				9,89,737

12. 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.

13. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the interest shall be recovered as Land Revenue as provided u/s. 40(1) of the RERD Act, 2016. Accordingly, the Secretary is directed to issue the requisite Debt Recovery Certificate and send it after 90 days as per Rule 17 of the Punjab Real Estate (Regulation & Development) Rules, 2016 to the relevant Competent Authorities under the Punjab Land Revenue Act, 1887 for due collection and enforcement in accordance with law.

14. Further the interest of **Rs.9,89,737/-** the rate of interest has been applied @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.12.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation &



Development) Rules, 2017. Hence, the promoter is liable to pay a **total amount of Rs.9,89,737/- entitled to interest** upon the delayed period.

15. The amount of **Rs.9,89,737/-** as determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016; has become payable by the respondent to the complainant and the respondent is directed to make the payment within 90 days from the date of receipt of this order as per Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rules 17 of the Punjab Real Estate (Regulation & Development) Rules, 2017. The amount of **Rs.9,89,737/-**-determined as interest amount as per Para no. 11 of this order, is held **“Land Revenue”** under the provisions of **Section 40(1) of the RERD Act, 2016**. The said amounts are to be collected as Land Revenue by the **Competent Authorities** as provided/authorised in the Punjab Land Revenue Act, 1887 read with section 40(1) of the Real Estate (Regulation and Development) Act, 2016.

16. The Secretary of this Authority is hereby directed to issue a **“Debt Recovery Certificate”** immediately and send the same to the **Competent/ jurisdictional Authority** as mentioned in the Punjab Land Revenue Act, 1887 after 90 days of the issuance of this order to be recovered as arrears of **“Land Revenue”**. He will send the Recovery Certificate to the jurisdictional Deputy Commissioner of the District being **Competent/ jurisdictional Authority** as mentioned in the Punjab Land Revenue Act, 1887 after 90 days of the issuance of this order to be recovered as arrears of **“Land Revenue”**. **A copy of this “Recovery Certificate” should be sent to both to the complainant and respondents by email and speed post for necessary action at their end and record purposes.** The complainant & 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 “Debt Recovery Certificate” to the Competent Authority for recovery. **Further, Sh. Y.K.**



Gautam and Ms. Raj Rani are held to be Decree Holders and the Respondent i.e. M/s. TDI Infratech Ltd. as judgment debtor for the purposes of recovery under this order.

17. No other relief is made out.

18. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh
Dated: 22.01.2026



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

Endst. No./CP/RERA/PB/PA/Sec.31/181

Dated:-29/1/26

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

1. Sh. Y.K. Gautam,
2. Ms. Raj Rani
(Both r/o House No. 90, Sector 16A, Chandigarh – 160015)
3. M/s. TDI Infratech Ltd., TDI City, SCO No. 54-55, Sector 118, Chandigarh
Kharar Road, NH21, SAS Nagar (Mohali), Punjab – 160055.
4. The Secretary, RERA, Punjab.
5. Director (Legal), RERA, Punjab.
6. The Complaint File.
7. The Master File.

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