

**BEFORE SH.R.S.RAI, ADJUDICATING OFFICER,
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB
PLOT NO.3, BLOCK-B, FIRST FLOOR, SECTOR 18A,
MADHYA MARG, CHANDIGARH.**

Complaint No.AdCNo.0173 of 2021

Date of Institution: 23.08.2021

Date of Decision: 14.11.2025

Sikander Singh, Resident of VPO Gharagana, Tehsil Mansa,
Punjab, Pin Code 151505.

..... Complainant

Versus

PUDA, Bathinda, PUDA Complex, Bhagu Road Bathinda,
Punjab, Pin Code 151001.

..... Respondent

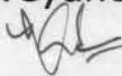
Complaint under Section 31 of the Real Estate
(Regulation and Development) Act 2016.

Present: Mr. Gourav Goyal Advocate, for the complainant.
Mr. Vijay Kumar Aggarwal Advocate, for the
respondent.

ORDER

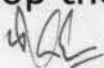
Present complaint has been filed by the complainant, under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") read with Rule 37 of the Punjab State Real Estate (Regulation and Development) Rules 2017, (hereinafter called as the Rules) against the respondent/promoter seeking compensation on account of delay in handing over possession of plot in question and litigation expenses.

2. Brief facts of the case of the complaint are that on 27.07.2004, complainant was allotted a residential plot No.12, measuring 84.5 + 88 x 36 (345 Sq. Yards) under the scheme of OUVGL Site Near DC residency Mansa, by auction from PUDA for a sum of Rs.4,11,000/-. That complainant paid an amount of Rs.1,02,750/- as 25% of total amount and the remaining balance of 75% of Rs.3,08,250/- was to be paid, within 60 days from the date of auction as lump sum without any interest or in 6 equated half yearly installments alongwith an interest @ 15% per annum. That complainant paid 6 installments and the entire amount of Rs.3,91,479/- was paid till 27.01.2008 as per column No.4 (1) of the agreement Memo No.1199 dated 11.04.2005. That possession was to be handed over to the allottee within 90 days, but respondent neither handed over the physical possession of plot in question to the complainant nor supplied any document of the plot qua demarcation of the land till date. Agreement is Annexure C-1. As per clause 4(iii), within 90 days of the payment of entire money, deed of conveyance was to be executed, but respondent did not execute said conveyance deed, within stipulated period of 90 days. Complainant filed an application dated 01.06.2015, for issuance of conveyance deed and physical possession of Plot No.12, which is Annexure C-2. That on 06.06.2015, respondent executed a conveyance deed in favour of the



complainant, which is Annexure C-3. That on repeated requests of the complainant, respondent vide letter dated 05.06.2015 informed him to collect documents, which is Annexure C-4. Complainant visited the respondent time and again to take physical possession of the plot in question, but the same was not delivered by the respondent, even after more than 15 years. That respondent has failed to complete the project and to deliver the physical possession to the complainant. On 20.08.2019, complainant again moved an application for physical possession, but nothing has been done. On 03.06.2020, another application for possession was filed but in vain, which is Annexure C-6 (colly), photographs of the project are annexed as Annexure C-7. Now complainant has sought direction to the respondent to pay compensation to him to the tune of Rs.10,00,000/- on account of mental harassment and for not delivering possession of the plot in question, after demarcation of the plot within stipulated period and Rs.1,00,000/- as litigation expenses. Hence, the present complaint.

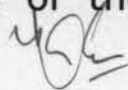
3. Respondent put in appearance and contested this complaint, by taking preliminary objections that the present complaint is without any cause of action and same is liable to be dismissed. That the State of Punjab enacted the Punjab Regional and Town Planning & Development Act, 1995 with an intent to develop the land in a planned manner



in State of Punjab. That to achieve the said objective of the Act, Punjab Urban Planning & Development Authority under Section 17 and Bathinda Urban Area Development Authority, under Section 29 of the said Act, were constituted by the Government of Punjab. Section 43 of the Act empowers the Authority to frame scheme for development of land owned by it or transferred to it by the State Government and disposal of the said land without development on the terms and conditions as determined by the Authority. That respondent had launched a GUVGL scheme for the allotment of residential plot No.12, measuring 345 square yards in Mansa, on free hold basis held on 27.07.2004. That on 27.07.2004, in an open auction plot of 345 square yards was allotted to the complainant vide letter No.1199 dated 11.04.2005 for an amount of Rs.4,11,000/-, copy of which is Annexure R/1. After issuance of Allotment Letter in favour of the complainant on 11.04.2005, no issue regarding non-feasibility of the plot was ever raised by him and as such, the possession of plot is deemed to have been delivered after 90 days of issuance of Allotment letter. So he is not entitled to any relief claimed by him. That complainant never complained about any issue within the stipulated time of 90 days of issuance of Allotment Letter as per clause 4 (i) of the same and as such, there is no question of delay in handing over possession as the same is deemed to have



been handed over to the allottee on 10.07.2005 i.e after expiry of 90 days from the issuance of Allotment letter on 11.04.2005. That respondent also sent a letter No.2110 dated 06.05.2015, to the complainant to pay penal interest of Rs.4,450/-, copy of which is Annexure R2. That as per clause 4 (1), complainant was bound to take possession of plot within 90 days and in case of non-feasibility of plot/size, he was required to inform the Estate Officer in writing before the expiry of said 90 days. Now, complainant cannot raise this issue of delay in delivering possession of the plot. Compensation claimed by complainant, cannot be granted to him, due to the reason that he has already accepted the position after inspecting each and every corner at the time of buying the unit. Further, this complaint has been filed by complainant on 23.08.2021 i.e after expiry of 15 years after the original cause of action which occurred on 10.04.2006, after the issuance of Allotment letter on 11.04.2005. Further, it is averred that there is a clear arbitration clause in the terms and conditions of allotment letter, as per which if there is grievance of the complainant that is required to be referred to the Sole Arbitrator, Chief Administrator Punjab Urban Planning & Development Authority (PUDA) or any other person appointed/nominated by him in his behalf. Denying rest of the averments of the complaint, it was



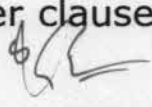
prayed that the same be dismissed, being devoid of any merit.

4. Rejoinder to the written reply was not filed by the complainant. However, he reiterated the contents of the complaint and denied those of the reply filed by the respondent, at every stage of the proceedings in this case.

5. Violations and contraventions contained in the complaint were put to the representative of the respondent, to which he denied and did not accept the allegations. Then the complaint was proceeded for further enquiry.

6. I have heard learned authorized representatives of the respective parties and have gone through the record of this case carefully, with their able assistance. Each party argued his case on the lines of his pleadings, as detailed in earlier part of this order.

Allotment of plot in dispute and its payments made by the complainant, as mentioned in Para No.2 of this order, has been admitted. Conveyance deed has also been executed between the parties. It is stand of the complainant that physical possession of the said plot has not been handed over to him till date, whereas it is stand of the respondent is that as per terms and conditions settled between the parties, possession of the plot was to be handed over to the allotted within 90 days from the date of issuance of allotment letter, as per clause 4 (I) of the same,



but the complainant never raised any such issue within said 90 days, so possession was deemed to have been handed over to him. Keeping in view the pleadings, submissions and arguments of the parties, one thing is clear that the complainant is claiming compensation alongwith litigation expenses, for non delivery of physical possession of the plot in dispute, by the respondent. So this case falls under Section 18(1) of the Act, which is reproduced as under:-

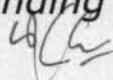
"18.(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, —

(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) xxxx xxxx

*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*

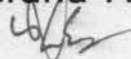
*"Provided that where an **allottee does not intend to withdraw** from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the*



possession, at such rate as may be prescribed."

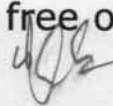
7. A close scrutiny of the aforesaid Section 18(1) of the Act leaves no manner of doubt that this Section deals with the matters in which the project of the case is not completed by the promoter, within the stipulated period as per terms and conditions settled between the parties, then the allottee has the option of withdrawing from the project and seek the relief of refund of the paid amount alongwith interest, as per rules and also compensation. However, if the complainant chooses to remain in the project, then the only remedy provided for the default of the promoter in completion of the project, is to get interest on the paid amount from the stipulated date of possession, till the actual date of delivery of possession.

8. Now coming to the case in hand, admittedly, the complainant has not withdrawn from the project, rather, he is still claiming physical possession of the plot in dispute. Present complaint has been filed by him, seeking compensation and litigation expenses on the ground of delay occurred in delivery of possession of the said plot. In view of findings of our Hon'ble Supreme Court in **Civil Appeal 6745-6749 of 2021, titled M/s Newtech Promoters and Developers Pvt. Ltd. Vs State of UP and others etc.**, alongwith connected appeal decided on 11.11.2021, remedy seeking relief of Interest, Refund Amount, lies with



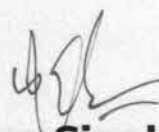
the Hon'ble Regulatory Authority (RERA), whereas remedy qua compensation lies with this Bench. In the case in hand, admittedly, the complainant has chosen to continue with the project, so he is not entitled to seek compensation under the Act, as is clear from above mentioned Section 18 (1) of the Act. Wording of this provision of the Act, makes it crystal clear that allottee/complainant can only seek compensation, if he/she withdraws from the project. Otherwise, if he/she does not intend to withdraw from the project, he/she shall be paid only interest for every month of delay, till handing over the possession, at such rate as may be prescribed. Keeping in view all these facts and circumstances, coupled with Section 18 of the Act, since the complainant has not withdrawn from the project and he is still seeking physical possession of the plot in dispute, so he is not entitled for compensation, as claimed by him through this complaint. Resultantly, he is also not entitled for litigation expenses. So no case is made out in his favour for granting any relief to him. Accordingly, this complaint deserves dismissal.

9. As a result of my above discussion, this complaint stands dismissed and disposed of, with no order as to costs. However, complainant is at liberty to avail appropriate remedy before the appropriate Authority, as per law. A copy of this order be sent to both the parties, free of costs, under



rules. File be consigned to the record room, after necessary compliance under rules.

Pronounced
Dated:14.11.2025

 14/11/2025
(Rajinder Singh Rai)
Adjudicating Officer
RERA, Punjab