

**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.RERA/AdC No.0061 of 2022

Date of Institution: 21.08.2022

Date of Decision: 29.09.2025

Raj Pal Malik, Resident of 624/B, Sector 46-A,
Chandigarh, Pin Code 160022.

.....Complainant

Versus

Altus Space Builders Private Limited, SCO No.22, Ist
Floor, Phase 10, Sahibzada Ajit Singh Nagar (Mohali), Pin
Code 160022.

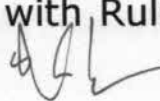
.....Respondent

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

Present: Mr.Ajay Pal Singh Adv, for the complainant
Mr.Balwinder Singh Hundal, Adv, for
respondent.

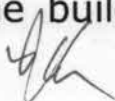
ORDER

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



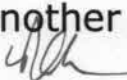
State Real Estate (Regulation and Development) Rules 2017, (hereinafter called as the Rules) against the respondent/promoter, seeking compensation on account of delay in handing over possession of the plot.

2. As per complaint, the complainant got booked a Plot C-826 measuring 238 square yards approximately, for a total sale consideration of Rs.46,52,900/-, which has already been paid. It is further averred that as per Buyer's Agreement, the seller shall handover the possession of the plot within 24 months from the date of signing of the Agreement dated 24.11.2015. However, the period of 24 months was extended by another six months on account of certain conditions that existed beyond the control of the builder/promoter. Further, in this way, possession of the plot was required to be handed over by November, 2017 or within a further period of six months thereafter. However, the builder/promoter has absolutely failed to handover possession of the plot even till date. That complainant received a Payment Demand Letter dated 12.04.2022, in which a demand has been made to pay the outstanding amount of Rs.3,52,900/- at the earliest. Thereafter, the said payment was also made, but the possession has still not been handed over to the complainant. That the builder/promoter has inordinately



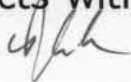
delayed the possession of the plot in question. That there is a delay of almost five years from the stipulated date of handing over the possession as mentioned in the Agreement. Further, it is averred that complainant would have earned simple interest of Rs.20,00,000/- upon Rs.43,00,000/-, which was deposited from 16.02.2018 onwards, till date. That complainant was assured by the builder/promoter every year that it would hand over the possession of the plot in question. The complainant has sought compensation of an amount of Rs.20,00,000/-. Hence, the present complaint.

3. Respondent put in appearance and contested this complaint, by taking preliminary objections that the present complaint is not maintainable in its present form. That the complainant has filed the present complaint with unclean hands and misrepresented facts before this Bench, so the same is liable to be dismissed. That the project, of the respondent is Residential Housing Project duly approved by the Government, regarding which CLU was approved on different dates for different parcels of land. That copies of CLUs dated 17.11.2011, 14.05.2012, 25.06.2013 and 10.09.2012 and copy of layout plan approved on 08.05.2014 and letter dated 20.07.2015 regarding approval of another layout plan are Annexures



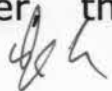
R1 to R6. That complainant did not pay the balance amount as mentioned in table 2 in clause 1.4 of the Plot Buyer's Agreement to the respondent and he himself is at fault. Further, it is averred that the time frame of handing over possession i.e within twenty months or with an extended period of six months from the date of Buyer's Agreement, was subject to timely payments by buyer. That as per clause 5.3 (c) if for any reason, the developer is not in a position to offer the plot, he may offer to purchase an alternative property or refund the amount in full with interest @ 9% per annum without any further liability to pay damages or any other compensation.

On merits, it is pleaded that the development work of the project is at final stage, however, for the project of the respondent company and its joint venture partner, a Civil Writ Petition No.22109 of 2020 has been filed before the Hon'ble High Court, interalia with prayer for issuance of directions to respondents /state authorities to acquire the remaining land of VR-5 road to provide connectivity to the project and to provide all the external development works in a time bound manner, as they have failed to provide external development works such as connectivity of projects with Master Road, Water Supply,



Storm Water disposal, Electricity HT Lines, Electrical Grid Sub Station etc. Notice of motion has been issued by the Hon'ble High Court in the above said Civil Writ Petition, which are annexed as Annexures R7 & R8. That as per clause 5.1 of the Plot Buyer's Agreement contains, "Force Majeure" conditions, which provides that the developer shall not be held responsible for delays including delay due to sanction of layout, zoning plans/grant of completion occupation certificate etc. by the competent authority or due delay in provision of Peripheral Services/Sector Grid Roads/Master Plan Roads and allied services by the State Government/concerned authorities. That it further includes circumstances beyond the control of the Developer including the act of God, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes lock outs etc., or any other cause not within the control of the developer. Hence the respondent was unable to hand over the possession of plot due to above stated reasons. Rest of the averments of complaint have been denied and a prayer has been made for dismissal of the complaint.

4. Rejoinder to the reply was not filed by the complainant, however, the complainant has verbally

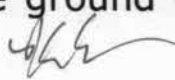


reiterated the contents of his complaint and denied those of the reply, filed by the respondent.

5. Violations and contraventions contained in the complaint were put to the representative for the respondent. He totally denied all of them, including allegations of the complainant. Thereafter, the complaint was proceeded for further enquiry.

6. I have heard the representatives of the parties, who addressed the arguments on the basis of their pleadings/submissions, as summarised in the earlier part of this order. I have also carefully gone through the case file, with their able assistance.

Admittedly, the plot in question, was got booked by the complainant with the respondent and agreement in this regard was executed on 24.11.2015. Sale price of the plot was settled as Rs.46,52,900/- and its possession was to be delivered by the respondent within 24 months from the date of agreement, extendable by further six months, as detailed in Para No.2 of this order. But after the expiry of even about 5 years time, possession of the plot has not been delivered to the complainant by the respondent. So he has filed this complaint seeking compensation to the tune of Rs.20,00,000/- on the ground of delay in possession. On



the other hand, representative of the respondent argued its case as pleaded in the written reply and submitted that since the complainant has not withdrawn from the project, so he is not entitled for any compensation, as per Section 18 (1) of the Act. Keeping in view the pleadings and submissions of both the parties, for proper and effective disposal of this complaint, perusal of Section 18 of the Act is very important, 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."

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.

7. Now coming to the case in hand, admittedly, the complainant has not withdrawn from the project, rather he is still continuing with it. He never sought relief of refund, interest etc. Rather he is still asking for delivery of possession of the plot to him. In view of findings of our Hon'ble Supreme Court in **Civil Appeal 6745-6749 of 2021, titled M/s Newtech Promoters and**

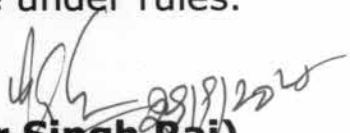


Developers Pvt. Ltd. Vs State of UP and others etc.,
alongwith connected appeal decided on 11.11.2021, remedy seeking relief of Interest, Rent Amount, lies with the Hon'ble Regulatory Authority (RERA), whereas remedy qua compensation lies with this Bench. In the case in hand, admittedly the complainant 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 of 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, 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.



8. As a result of my above discussion, this complaint stands dismissed and disposed of, with no order as to costs. 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: 29.09.2025


(Rajinder Singh Rai)
Adjudicating Officer,
RERA, Punjab.