

**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.AdC/0081 OF 2023

Date of Institution:30.09.2023

Date of Decision:27.10.2025

1. Maya Devi.

2. Sharwan Kumar, Both Residents of 902 C Block
ALTURA APARTMENT, Zirakpur, District Sahibzada
Ajit Singh Nagar (Mohali), Punjab, Pin Code 140603.

.....Complainants

Versus

DD Builders Altura Apartment Nagla Road Zirakpur,
Sahibzada Ajit Singh Nagar (Mohali), Punjab Pin
Code 140603

.....Respondent

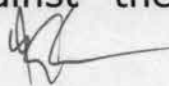
Complaint under Section 31 of the Real Estate
(Regulation and Development) Act 2016.

Present: Mr. Brijesh S.Ladwal Advocate, for the
complainants.

Mr.Shubhnit Hans Advocate, for the respondent.

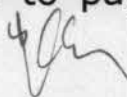
ORDER

Present complaint has been filed by complainants
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 interest @ 18% p.a on the delayed amount, till the day of actual possession of apartment in the project 'Alutra Jaganz Classic Residency', as compensation, alongwith litigation expenses of Rs.50,000/-.

2. Brief facts of the complaint are that agreement was executed between DD Builders and Mrs. Maya Devi for purchase of residential unit C-902, Altura Apartments, Singhpura Chowk, Zirakpur, dated 13.03.2020. An amount of Rs.5,00,000/- by cheque, Rs.5,50,000/- by RTGS and Rs.1,40,000/- (without GST) was paid by the complainant to the respondent. The date of possession, ready to move residential unit was fixed as 31.12.2020. The allottee was ready with all dues and payments on the date of possession. But the promoter could not deliver the possession on or before date fixed. After that the respondent gave another date i.e 05.01.2021 for next amount of Rs.40,00,000/- (without GST), and the promoter assured that the complainant party would be given interest till the date of possession. Then, possession was given on 20.08.2021. It is further averred that the respondent has failed to provide common facilities like park, club house, boundary, playground etc. Even the respondent did not pay monthly interest at the rate of 18 % p.a on the delayed amount, till the date of possession, as compensation. That the respondent has failed to pay any compensation even,



after many requests and meetings. So, in this way, the complainant party has suffered financial loss. Home loan from SBI Bank was failed by the complainant party and payments were made to the respondents in this case, as under:-

1.5,00,000/- cheque No.992898 Dated 13.03.2020
(Annexure P3)

2. 5,50,000/- RTGS dated 13.03.2020 (Annexure P3)

3.1,40,000/- Cheque No.878048 dated 25.08.2020
(Annexure P3)

4.40,00,000/- RTGS dated 05.01.2021 (Annexure P3)

5.3,76,240/- Cheque No.343520 dated 16.08.2021
(Annexure P3)

6.5,60,000/-RTGS dated 17.08.2021 (Annexure P3)

7.29,993 TDS Challan No.02556 dated 19.03.2023
(Annexure P3).

8.29,993 TDS Challan No.00515 dated 20.03.2023
(Annexure P3).

9. 1,00,1000/-RTGS dated 29,03.2023 (Annexure P3)

10.2,40,000/-DD No.122281 dated 29.03.2023 (Annx- P3)

Hence, the present complaint seeking monthly interest @ 18% p.a on the delayed amount till the date of possession, as compensation, alongwith litigation expenses of Rs.50,000/-.

3. Notice of the complaint was issued to the respondent, who put in appearance and contested the complaint by taking preliminary objections that this complaint is not maintainable, as per the provisions of the Act and the rules. The complainants seem to be in confusion as to what relief they are actually seeking. The relief sought is vague, misleading and poorly worded. The complainants are not only trying to mislead the Adjudicating Officer, but are also trying to abuse the process of law. Clause 7.5 of the allotment agreement, clearly indicates that the complainant party is not entitled to any interest for delay in possession due to it being '*force majeure condition*'. It is pertinent to mention that the delay in delivering the possession of the unit to the complainant was caused by the unforeseen and unavoidable circumstances resulting from the Global COVID-19 pandemic, which constitutes as a force majeure condition. The respondent company faced significant and uncontrollable obstacles. Despite these challenges, the respondent company completed the construction of the unit and offered possession on 20.08.2021. Accordingly, the delay in possession was entirely inadvertent and beyond the control of the respondent company. The conveyance deed dated 31.03.2023 has already been executed between the complainant party and the respondent. It is settled law that



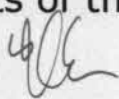
execution of conveyance deed brings contractual relationship between the parties to an end, as it simply means that both the parties are satisfied and there is no further claim against each other. Therefore, respondent is not liable to pay delayed interest to the complainant party. The complainant party defaulted in making timely payments with respect to the said unit and still the complainant party has an outstanding balance of Rs.3,00,000/- out of the total consideration of Rs.64,66,241/-. As per Rule 36 of the Rules and Section 31 of the Act, an aggrieved person may file a complaint before the Adjudicating Officer *only for adjudging the quantum of compensation, where any violation has been established by the Ld. Authority*. That the complaint deserves dismissal, at this very ground alone.

On merits, it is submitted that the complainant party had deposited an amount of Rs.11,90,000/- (Rs,5,00,000) by cheque and Rs.5,50,000/- by RTGS and Rs.1,40,000/- dated 25.08.2020 (without GST) towards the booking of a residential apartment in the project of the respondent namely "Altura Jagan's Classic Residency" situated at Zirakpur. The allotment agreement between the complainant party and the respondent was executed on 06.10.2020, vide which the complainant was allotted a Unit No.902 in Tower No.C. It has been denied that allottee was ready with all dues and payments on the date of



possession. It has further been denied that the promoter had promised to pay bank interest on delayed period, till the date of possession. The allegations made by the complainant are false, baseless and without any evidence. The delay in delivering the possession of the unit to the complainant party was caused by unforeseen and unavoidable circumstances resulting from the Global COVID-19 which constitutes as a 'force majeure' condition. Accordingly, the delay in possession was entirely inadvertent and beyond the control of the respondent company. It has also been denied that respondent company failed to provide common facilities like park, club house, boundary, playground etc. The respondent company has constructed the said project in accordance with the layout plans approved by the DTP (SS) 14/329 dated 26.02.2014. The said plans were fully understood and agreed upon by the complainant at the time of signing of the allotment agreement. The complainant party cannot claim interest on the payments for the delayed period, from the respondent. Denying rest of the averments of the complaint, respondent prayed for dismissal of the complaint.

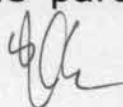
4. Complainants filed rejoinder rebutting the contentions of written reply filed by respondent and reiterating the contents of the complaint.



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. Thereafter, the complaint was fixed 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.

Admittedly, facts of the complaint as detailed in Para No.2 of this order, with regard to the booking of residential unit in question, payments by complainants and date fixed for delivery of possession i.e 31.12.2020 are admitted by the parties. But actual possession was delivered on 20.08.2021. Through this complaint, the complainant party has sought monthly interest @ 18 % p.a on the delayed period, till the date of actual possession as compensation, alongwith litigation expenses of Rs.50,000/-. On the other hand, respondent has opposed all these pleas of the complainant party and has submitted that this complaint deserves dismissal and is not maintainable under 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, reference 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, —

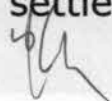
(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(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*

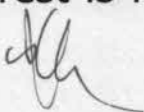
*"Provided that where an **allottee does not intend to withdraw** from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

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 to withdraw 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, possession of the residential unit in question has been delivered to her after delay of a few months. So the only remedy available to the complainant, pertaining to the case in hand, is to seek interest for every month delay, on the deposited amount, till the handing over of the possession. 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 this complaint moved by her seeking the relief of interest is not maintainable before this



Bench. Resultantly, she is also not entitled for litigation expenses. So no case is made out in her favour for granting any relief to her. 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: 27.10.2025


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