

BEFORE SHRI RAJINDER SINGH RAI, ADJUDICATING OFFICER, THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB PLOT NO.3, BLOCK-B, FIRST FLOOR, SECTOR 18A, MADHYA MARG, CHANDIGARH.

Complaint No.AdC No.0002 of 2024

Date of Institution: 03.01.2024

Date of Decision:26.08.2025

Harjinder Kaur, resident of House No.1403/B, Sector 37-B Chandigarh, Pin Code 160036.

...Complainant

Versus

1. M/S Hanumanta Land Promoters Pvt. Ltd., SCO 18-19, Magha Market, Sunny Enclave, Desumajra, Kharar, Sahibzada Ajit Singh Nagar (Mohali) Pin Code 140301.
2. Bajwa Promoters Limited, SCO No.17-18, Sunny Enclave, Desumajra, Kharar, Sahibzada Ajit Singh Nagar (Mohali), Punja, Pin Code 140301.

..... Respondents

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

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Present: Mr.Mukim Ahmed Advocate, representative for the complainant

Respondent No.1 exparte vide order dated 03.05.2024

Respondent No.2 exparte vide order dated 09.02.2024.

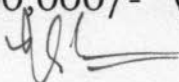
ORDER

A composite complaint had been filed by complainant against the respondents, under Section 31 of the Real Estate (Regulation and Development) Act, 2016

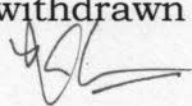


(hereinafter referred to as "the Act") read with Rules 37(1) of the Punjab State Real Estate (Regulation and Development) Rules 2017, (hereinafter called as the Rules) before this Bench, seeking refund of the amount paid by complainant along-with interest and compensation etc. But in view of the finding of the Hon'ble Supreme Court in **Civil Appeal No.6745-6749 of 2021 titled M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and others etc.** alongwith connected appeals decided on 11.11.2021, the issue of refund and interest under Section 18(1) of the Act was to be heard by the Real Estate Regulating Authority, whereas the question of compensation was to be heard by the Adjudicating Authority.

2. As per case of the complainant, she agreed to purchase the Apartment of (2BHK) Flat No.23 Ground Floor A, in MICRO HOMES Sector 125, Sunny Enclaves Kharar, SAS Nagar Mohali for amount of Rs.21,00,000/- (Twenty One Lacs) from the project of Hanumanta Land Promoters Pvt. Ltd. SCO 13- 14 First Floor, Sunny Enclave sector 125, Mohali, Punjab. Further, it is submitted that as per the Agreement with the builder, complainant paid 10 installments, amounting to Rs.21,00,000/- (Twenty One Lac), out of which Rs.2,00,000/- vide cheque from her savings bank account and Rs.1,00,000/- was paid cash to the



respondent. But the builder/respondent did not deliver possession of the unit. As per the Agreement and after several follow ups with the builders Mr. Anand Kumar & Rajveer Singh residents of Panchkula, Haryana, complainant was not given any satisfactory reply. Further, it is submitted that the complainant had got registered FIR No.0196 at Police Station City Kharar on 29-08-2019 for the said act of the respondent, but of no use. Complainant has further pleaded that she has been cheated/defrauded by the respondents, as possession of the flat in question has not been given to her as agreed and after receiving the whole sale consideration from her. Complainant has been mentally harassed by the respondents and she went into depression, and she is getting treatment from PGI, Chandigarh. Further, it is stated that she is so harassed and broken that she don't want to take possession of the said apartment/flat. It is further submitted that the respondents have violated the provisions of the Act. As per clause 19 (f) of the Agreement, it was agreed between the parties that if the builder was unable to offer possession of the apartment, complainant was entitled to refund of the amount deposited, alongwith interest @ 10% PA. Complainant had earlier filed complaint No.GCNo11472018TR-AO00732019 pertaining to the same unit, and the same was withdrawn vide order dated

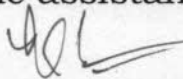


12.06.2019, with permission to file fresh. That since more than 8 years, she has been mentally harassed by the respondent. She has claimed compensation of Rs.10,00,000/- alongwith interest due to non delivery of possession of the flat, alongwoith Rs.55,000/- as litigation costs. Hence, the present complaint.

3. Notice of the complaint was issued to the respondents. However, despite having been duly served, they did not choose to appear and contest this complaint, so they were proceeded against exparte vide orders dated 03.05.2024 and dated 09.02.2024, respectively.

4. In the support of her case, complainant tendered her affidavit Ex.C1, Copy of Buyer's Agreement Ex.C2, Copy of Public Notice as Ex.C3, Copy of Letter regarding non possession of the flat 2BHK by M/s Hanumanta Land Promoters Pvt. Ltd, Sector 125 Mohali and for taking legal action for fraud Ex.C4. Apart from these documents, the complainant in support of her claim has also placed on record documents Ex.C5 & Ex.C6. Thereafter, her evidence was closed.

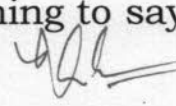
5. I have heard learned authorized representative of the complainant and have carefully gone through the record of this case, with his able assistance.



Representative of the complainant argued his case on the lines of pleadings of the complainant. He referred to the documents as discussed in Para No.4 of this order and submitted that the complainant had agreed to purchase Flat No.23 from the respondent and Agreement with the builder/respondent was executed on 07.02.2014. Sale consideration to the tune of Rs.21 lacs was paid to them, but inspite of that, possession of the flat in dispute was not delivered within the prescribed time i.e 2 years as per clause 17 (a) of Agreement Annexure C2. He further submitted that the complainant visited the offices of respondents on various occasions, but except harassment and mental agony, nothing was gained by her. Due to said act of the respondents, complainant went into depression and started her medical treatment from PGI Chandigarh. He lastly prayed that as per the provisions of Sections 18 and 72 of the Act, she is entitled for compensation alongwith interest and litigation expenses, as per her prayer made in the complaint.

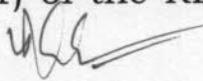
6. I have paid a considerable thought to the submissions of representative for the complainant and have perused the whole record of this case.

Respondents have not contested this case inspite of their services, so they were proceeded against exparte. Meaning thereby, they have nothing to say with regard to the



allegations of complainant. Their non appearance after due service and receiving copies of complaint, itself indicates that they have accepted the allegations of the complainant. Had it not been so, they must have contested this complaint.

Oral evidence of the complainant is supported with documentary evidence. She got booked apartment of 2-BHK with the respondents, as per her case for total amount of Rs.21 lacs, which she paid to the respondents. Her affidavit Ex.C1 alongwith documents Ex.C5 & Ex.C6, prove on record that she paid the said amount to the builders/respondents. Buyer's Agreement Ex.C2 was executed between the parties on 07.02.2014. As per clause 17 (a) of the Agreement Ex.C2, possession of the apartment/flat in question, was to be delivered within 2 years from the date of execution of the said Agreement i.e upto the month February, 2016. But till date, possession has not been delivered to her. So this long delay in delivering possession of the apartment in question, to the complainant, is squarely attributable to the respondents/promoters, who have failed to do so, within a stipulated time and delayed the same for unreasonable period of more than 11 years. Therefore, misconduct of the respondents/promoters falls within the mischief of Section 18(1) of the RERA Act, which runs 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

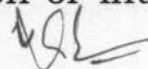
he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed 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".

The complainant therefore is entitled to compensation.

7. In my considered opinion, compensation can be granted under the heads pecuniary and non-pecuniary. Though compensation has not been defined under the RERA Act; however, Section 72 of the Act mentions about the factors to be taken into consideration for determination of the quantum of compensation. Section 72 of the Act runs as under:

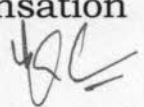
72. Factors to be taken into account by the adjudicating officer: while adjudging the quantum of compensation or interest, as the



case may be, under section 71, the adjudicating officer shall have due regard to the following factors, namely:—

- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;
- (b) the amount of loss caused as a result of the default;
- (c) the repetitive nature of the default;
- (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

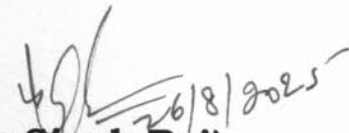
Section 72 has given scope considering other factors, which are considered necessary in furtherance of justice. Since the complainant has not been able to get possession of the unit in question, we have to consider psyche of the Indian Society. Normally, Indians are emotionally attached to own a property. They are prepared to spend major share of their life time earning and also ready to obtain loans from the financial institutions in the hope of getting property. Since the complainant has not been able to get possession of the flat in question and had to seek the remedy under existing law and for that has to suffer harassment, mental agony and has to incur expenses for obtaining legal assistance for procuring her rightful claim, so she is certainly entitled for compensation and litigation expenses.



Keeping in view the entire facts and circumstances narrated above, taking into account the amount paid by the complainant with regard to the purchase of the flat in dispute and the duration for which the possession has been delayed, amount of Rs.1,00,000/- is assessed as compensation in lump sum by approximation. Apart from this, the complainant had to pursue this litigation by obtaining legal assistance, so she is also entitled for litigation expenses to the tune of Rs.25,000/-.

8 As a result of my above discussion, this complaint stands partly allowed and disposed of. Complainant Harjinder Kaur is held entitled to recover the total compensation to the tune of Rs.1,25,000/- (Rs.1,00,000/- + Rs.25,000/-) from the respondents. Accordingly respondents are directed to pay the amount of compensation to the complainant within 90 days from the date of this order. Copy of this order be sent to the parties, free of cost, under rules. File be consigned to the record room, after necessary compliance under rules.

Pronounced
Dated: 26.08.2025


(Rajinder Singh Rai)
Adjudicating Officer,
RERA, Punjab