

**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 No.0016 of 2024 UR

Date of Decision:12.09.2025

1. Mrs. Sunita Sharma
2. Ajay Kumar, both residents of House No.549, Green Land,
Opposite Escort Hospital Majitha Road, Amritsar-1,
District Amritsar, Punjab, Pin Code 143001

.....Complainants

Versus

M/S Gunjan Land Developers, SCO 211, Motiaz Pacific Centre,
Village Kisanpur, Zirakpur, SAS Nagar, Mohali, Pin Code
140307.

..... Respondent

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

Present: Mr.Shahnawaj Khan Advocate, representative for
the complainants
Respondent exparte

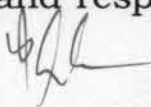
ORDER

A composite complaint had been filed by the complainants, against the respondent, under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") read with Rule 37(1) of the Punjab State Real Estate (Regulation and Development) "the Rules" 2017, (hereinafter called as the Rule) before this Bench, seeking refund of the amount paid by complainants along-with interest and compensation. In view of the findings of the Hon'ble Supreme Court in **Civil Appeal No.6745-6749 of**

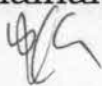


2021 titled M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and others etc. alongwith connected appeals decided on 11.11.2021, the issue of refund and interest under Section 18(1) of the Act, was to be decided by the Real Estate Regulatory Authority, whereas the question of compensation was to be decided by the Adjudicating Officer.

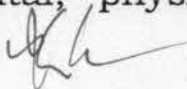
2. As per complaint, the complainants had booked residential Flat No.322, First Floor, Block-2, GLD Homes, Kharar (Mohali) and the respondent company represented of having all sufficient approvals, clear ownership as per master plan and that it was an approachable project to live with fully developed infrastructure. Copy of Brochure is annexed herewith as Annexure C-1. That the complainants had made the payments i.e on 03.08.2022 Rs.2,00,000/- as booking amount, Rs.75,000/- on 22.08.2022, Rs.5,00,000/- on 05.04.2023, Rs.7,75,000/- on 07.06.2023, Rs.49,000/- & Rs.45,000/- on 23.06.2023. Total price of the flat in question was Rs.27,50,000/- and the complainants have till date paid an amount of Rs.16,44,000/-. Accordingly, Buyer's Agreement dated 19.08.2022 was also executed, copy of said agreement is Annexure C-2 and an amount of Rs.2,75,000/- as GST was to be paid while booking and the balance payment of Rs.24,75,000/- was to be paid at the time of registry. Complainants trusted the respondent and on the representation made through advertisement, and brochure made all timely payments and respondent made incorrect and



false statement that the project was registered with RERA and that immediate possession would be delivered. It is further averred that complainants came to know that neither the project was registered with RERA, nor the assurances of the respondent were correct. Even the facilities and amenities promised in the advertisement, such as Club House, Gated Township, Green Pollution free surroundings, were not provided. Hence the respondent company has violated Section 3,4,12 &13 of RERA Act, 2016. The Buyer's Agreement dated 19.08.2022, executed between the parties was also not as per RERA model agreement and no specific date had been mentioned in the agreement. That complainants visited the project site on 01.10.2023 and were shocked to see that there was no development at the project site. Further, when they inquired in this regard the same from the representative of the respondent, he acted unprofessionally and misbehaved with the complainant Ajay Kumar, who is co-purchaser of the said unit and also gave beatings to him. It is further averred that on the next very date, complainants filed criminal complaint, copy of same is Annexure C-4 & copy of medical expenses occurred due to beatings by the respondent is also annexed as Annexure C-5. Further, on the basis of complaint filed by the complainants, the respondent entered into a settlement and a settlement deed dated 05.10.2023 was executed between the parties, vide which the respondent agreed to return the entire amount paid by the complainants, resulting in cancellation of



the agreement. It is further averred that as per the settlement deed, an amount of Rs.4,00,000/- was received on 06.04.2023 through RTGS and an amount of Rs.1,50,000/- was received on 07.12.2023 through RTGS, by the complainants. That till date, a total amount of Rs.5,50,000/- has been received by them. Copy of the settlement deed is Annexure C-6. The respondent also gave two cheques of Rs.7,00,000/- each dated 20.11.2023 and 05.01.2024, as per settlement deed to the complainant party. But both these cheques were dishonoured and till date, this amount is yet to be paid by the respondent. Copies of cheques dishonoured are Annexure C-7 (COLLY). The complainants had paid more than 60% of the total sale price of the said unit, as per Buyer's Agreement dated 19.08.2022. As per the payment schedule, remaining amount was to be paid after receiving the offer of possession of the said unit, from the respondent company. That till date, the respondent company has neither offered the possession nor refunded the whole amount paid by the complainants. Rather, the respondent gave beatings to complainant No.2, when he visited the project site and enquired about the same. Hence this complaint, in which the complainant have sought refund of Rs.16,44,000/-, compensation of Rs.5,00,000/- due to respondent's misrepresentation and wrong advertisement qua the project/flat in question. They have also sought compensation of Rs.5,00,000/- more alongwith interest @ 6% PA because of the mental, physical harassment of the



complainant and injury/medical expenses incurred due to injuries of claimant Ajay Kumar. They have also sought another amount of Rs.1,50,000/- as cost of litigation. Hence, the present complaint.

3. Notice of the complaint was issued to the respondent. Respondent was duly served, but it did not appear to contest this complaint, as a result of which, respondent was proceeded against exparte vide order dated 31.07.2024.

4. Complainant Sunita Sharma has tendered her affidavit Ex.(L)B into exparte evidence. The complainants in support of their claim have also placed on record documents/copies i.e Brochure as Annexure C-1, Buyer's Agreement dated 19.08.2022, as Annexure C-2, detail of payments as Annexure C-3, copy of criminal complaint as Annexure C-4, copy of medical expenses as Annexure C-5, copy of Settlement deed 05.10.2023 as Annexure C-6 and copy of dishonoured cheque as Annexure C-7 in exparte evidence. Thereafter, their evidence was closed.

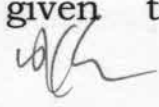
5. I have heard learned authorized representative of the complainants and have carefully gone through the record of the case, with his able assistance.

Respondent did not contest this complaint inspite of its service, for the reasons best known to it. Meaning thereby, it has nothing to say with regard to the claim of the complainants. Non appearance of respondent, after due service, itself indicates that the respondent has accepted



allegations of the complainants, in an indirect way. Had it not been so, it must have contested this case.

While tendering her affidavit Ex.(L)-B in support of her case, complainant Sunita Sharma has reiterated her claim as contained in Para No.2 of this order. Oral evidence of the complainants is fully supported with documentary evidence. It is proved on record that the complainants had got booked residential flat No.322, with the respondent, as detailed in Para No.2 of this order, for total sale price of Rs.27,50,000/-. Buyer's Agreement dated 19.08.2022 was also signed by the parties in this regard, copy of which is Annexure C2. Brochure with regard to the details of the flat etc. released by the respondent is Annexure C1, whereas detail of payments made by complainants, is Annexure C3. As per case of complainants, since development and progress of the project in question were not proper, so complainant No.2 Ajay Kumar had raised objections in this regard at the spot, where some representative of the respondent gave beatings to him, as is clear from documents Annexure C4, Annexure C5. Thereafter, a settlement deed dated 05.10.2023 Annexure C6 was executed between the parties, vide which the agreement between the parties, qua the flat in question, was cancelled and the respondent had agreed to return the amount of the complainants, to them. Amounts of Rs.4,00,000/- Rs.1,50,000/- were received by complainants through RTGS, whereas the cheques given to complainants by the



respondents were dishonoured, copy in this regard is Annexure C7.

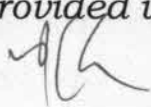
It is case of the complainants that wrong information was given by the respondent that the project was registered with RERA, whereas it was not so. At the spot, no proper development of the project was going on. After dispute between the parties, Agreement Deed dated 05.10.2023 was executed between them, by cancelling the main Agreement Annexure C2. Respondent has not complied with the terms and conditions of the said agreement, as a result of which, neither the complainants could take possession of the flat nor total amount was returned to them by the respondent, as per their settlement/agreement dated 05.10.2023. For all this, it is the respondent, which is responsible. Therefore, misconduct of the respondent/promoter 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



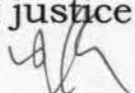
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed”.

Since the agreement executed between the parties has been cancelled vide settlement deed dated 05.10.2023, Annexure C6 and the complainants had withdrawn from the project, so in view of all these facts and circumstances of this case coupled with the provisions of Section 18 of the Act, they are entitled to compensation.

6. 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:—

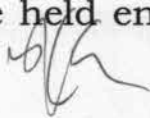
- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;
- (b) the amount of loss caused as a result of the default;
- (c) the repetitive nature of the default;
- (d) such other factors which the adjudicating officer considers necessary to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



Section 72 has given the scope of taking into account other factors, which are considered necessary in furtherance of justice. 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. The complainants have not been able to get possession of the flat in question nor the amount settled between the parties as per their settlement deed Annexure C6. They had to seek the remedy under existing law and for all this they have suffered harassment, mental agony and have to incur expenses for obtaining legal assistance to initiate the litigation for rightful claim. So they are certainly entitled for compensation and litigation expenses.


Keeping in view the entire facts and circumstances narrated above, an amount of Rs.1,00,000/- is assessed as compensation in lump sum by approximation, to be paid to the complainants, by the respondent. Apart from this, the complainants had to pursue this litigation by obtaining legal assistance, so they are also entitled for litigation expenses to the tune of Rs.25,000/-. So far as other reliefs claimed by complainants are concerned, that remedy lies somewhere else, so complainants are at liberty to avail the same, as per law.

7. As a result of my above discussion, this complaint stands partly allowed and disposed of. Complainants Sunita Sharma and Ajay Kumar are held entitled to recover the total



compensation to the tune of Rs.1,25,000/- (Rs.1,00,000/- + Rs.25,000/-) from the respondent. Accordingly respondent is directed to pay the amount of compensation to the complainants, 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:12.09.2025


(R.S.Rai)
Adjudicating Officer,
RERA, Punjab
12/9/2025