

**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.0044 OF 2024 UR
Date of Institution:19.03.2024
Dated of Decision:29.09.2025

Satwant Boparai, R/O House No.67, Sector 9-A, Chandigarh
Pin Code 160009.

.....Complainant

Versus

1. M/s Omaxe Chandigarh Extension Developers Pvt. Ltd.
Through its Managing Director, 10, Local Shopping
Center, Kalkaji South Delhi, Delhi Pin Code 110019.
2. Shalini Barathi, R/O House No. C-628, GF Back Portion,
Near Gurudwara, New Friends Colony, New Delhi, Pin
Code 110025.
3. Bhupendra Singh, B-16, Ist Floor East of Kailash, New
Delhi, South Delhi, Delhi, Pin Code 110065.
4. Dheeraj Agrawal, 10 Local Shopping Center, Kalkaji
South Delhi, South Delhi, Delhi Pin Code 110019.

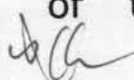
.....Respondents

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

Present: Mr. Jasdeep Singh Advocate, for the
complainant.
Mr. Sanjeev Sharma Advocate, for the
respondents No.1 to 4.

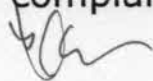
ORDER

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 respondents/promoters, seeking compensation alongwith litigation expenses on account of delay in handing over possession of the plot, in the project of the respondents.

2. As per case of the complainant, she and respondents entered into a Collaboration Agreement on 28.05.2011 for joint development of the land. Complainant was required to pay Rs.90.60 lakhs to be a partner in the development of the land measuring 4840.54 square yards, and in return, she was to be allotted a developed plot of 1001.53 square yards. Said plot was to be made available within a period of 18 months from the date of payment of the full amount. Allotment was made on 25.06.2013 and Plot No.OCEA/II/5 was allotted. As per clause 24 of this allotment letter, possession of the said plot was to be delivered within a period of 18 months, with a grace period of 6 months, i.e by 25.06.2015 at the latest. But possession was offered on 30.07.2019 and actual delivery of the possession took place on 30.07.2020. Complainant paid total amount of Rs.1,16,47,733/- till 11.11.2013 to the respondents. As the possession was delivered after a delay of more than 4 years, so the complainant filed a complaint



before the Authority (RERA), which was allowed and vide order dated 07.04.2021, Authority directed the respondents to pay interest to the complainant on the amount paid by her, at the rate of 9.30 % per annum w.e.f 25.06.2015 till 30.09.2019. It is further averred that complainant had to face harassment, mental agony because of delay caused by the respondents, in handing over the plot to her. That she had to spend huge amount also for initiating legal proceedings against the builders, for agitating her lawful rights. Hence, this complaint in which complainant has claimed compensation, litigation expenses etc.

3. Respondents appeared, filed reply denying all allegations of the complainant to be false and baseless. That this complaint is nothing, but an abuse of process of law and the same has been filed in a casual manner. That the complainant has got possession of the allotted plot and has also received huge interest by way of compensation through the Authority (RERA), for the delay in handing over the possession. So compensation through this complaint, is not maintainable and this complaint deserves to be dismissed with heavy costs. Complainant was offered possession on 30.07.2019, after receipt of partial completion certificate from the competent authority i.e before commencement of the Act. However, the complainant persistently delayed the possession for the reasons best know to her, so the present

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complaint under the (RERA) Act is not maintainable, as the same is without any cause of action in favour of the complainant. That complainant has already received huge amount of interest to the tune of Rs.46,27,852/- for the delayed period. Apart from that, she has already been benefited from the appreciation in price of the plot in question. There is no document supporting any loss or injury caused to the complainant. That as per Section 18 of the Act, when the allottee chooses not to withdraw from the project, then he/she is not entitled for refund or compensation, rather he or she is only entitled for interest on the delayed amount, as per Section 18 (1) of the Act. This complainant has already taken possession of the plot in question, and interest on delayed period has already been granted to her, so the present complaint, as per provisions of Section 18 (1) of the Act, is not maintainable. Lastly after denying entire claim of the complainant, a prayer has been made for dismissal of this complaint, with costs.

4. Rejoinder to the reply was not filed by the complainant, however, the complainant has verbally reiterated the contents of her complaint and denied those of the reply, filed by the respondents.

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, facts of the complaint as detailed in Para No.2 of this order, with regard to the plot in question, qua payment by complainant and date of offer of possession, date of actual delivery of possession are not disputed. Main dispute is with regard to the maintainability of this complaint as per the provisions section 18 (1) of the Act. It is case of the complainant that she is entitled for appropriate compensation, because of her harassment, mental agony due to delay in delivery of possession of the plot, caused by the respondents. On the other hand, plea of the respondents is that the complainant has not withdrawn from the project and she has already taken possession of the plot in question and has also been compensated with huge amount of interest on the basis of order of the Hon'ble Authority (RERA) dated 07.04.2021, so the present complaint filed by her, claiming compensation and litigation expenses is not maintainable 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*

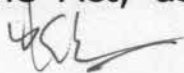
*"Provided that where an **allottee does not intend to withdraw** from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

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

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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, she has availed the remedy of claiming interest on the paid amount for the delayed period, before the Hon'ble Authority, vide order dated 07.04.2021, copy of which is available on record of this complaint. She has also taken possession of the plot in dispute. 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 she 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, so she is not entitled for compensation, as claimed by her through this complaint. 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: 29.09.2025


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