

Veer Davinder Singh & Anr Vs Vera Development Pvt.
Ltd. & Anr.

Complaint No.AdC No.0083 of 2024

Present: None for complainant.

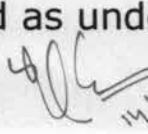
Mr. Neetish Handa Adv, for respondents No.1 & 2.
Respondent No.3 ex-parte vide order dated
11.09.2025.

This case has been called several times since morning, none is present on behalf of the complainant. One e-mail has been received from complainant, in which he has stated that further proceedings in this case may be conducted in his absence, considering the entire record of the case.

2. Perusal of record shows that complainant appeared in person on 27.05.2025 in this case and thereafter on further dates i.e 22.06.2025, 12.08.2025, 11.09.2025 & 14.11.2025 i.e today, neither he himself appeared nor anybody else came present on his behalf.

3. I have heard learned counsel for respondents and have perused the record.

4. Learned counsel for the respondents submitted that present complaint is not maintainable for seeking compensation on the ground of delay in delivering possession of the flat in question i.e Flat No.407, 4th Floor, Tower C4, with Vera Developers Pvt. Ltd. i.e respondents, as the complainant has not withdrawn from the project, which is the first condition seeking compensation under the Section 18 (1) of the RERD Act. Admittedly, the said flat was booked by the complainant and he has moved the present complaint under Section 18(1) of the said Act, seeking compensation and litigation expenses on the ground of delay in delivering possession of the flat. Keeping in view all these facts and circumstances, perusal of section 18 (1) of the RERD Act is necessary, which is reproduced as under;-


14/11/2025

"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."

5. 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

4/2/14/2025

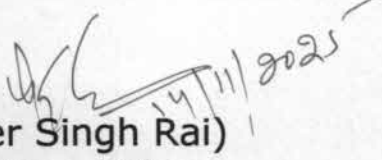
remedy provided for the default of the promoter in completion of the project, is to get interest on the paid amount from the stipulated date of possession, till the actual date of delivery of possession.

6. Now coming to the case in hand, admittedly, the complainant has not withdrawn from the project, rather, he is still seeking physical possession of the flat in dispute. Present complaint has been filed by him, seeking compensation and litigation expenses on the ground of delay occurred in delivery of possession of the said flat. 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 his complaint seeking compensation under the Act, as is clear from above mentioned Section 18 (1) of the Act, is not maintainable. Apart from that, 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 and he is still seeking physical possession of the flat in dispute, so his present complaint seeking compensation and litigation expenses is not maintainable. Accordingly, it deserves dismissal.

AS
14/11/2025

7. As a result of my above discussion, this complaint stands dismissed and disposed of, with no order as to costs, being not maintainable. Application of the respondents moved under Order 7 Rule 11 of CPC has become redundant. However, complainant is at liberty to avail appropriate remedy before the appropriate Authority, as per law. 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
14.11.2025


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