

**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.0127 OF 2024

Dated of Institution: 23.10.2024

Date of Order: 22.08.2025

Navraj Sidhu, R/o 19566, Main Ajit Road, Near Kalra Hospital,
Bathinda, Punjab, Pin Code 151001

....Complainant

Versus

SBP Township Private Limited, Plot No.1265, SBP House, Sector 82,
District Sahibzada Ajit Singh Nagar (Mohali), Punjab, Pin Code 140308.

.....Respondent

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

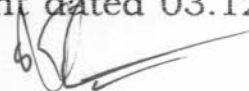
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Present: Mr. Navraj Sidhu complainant in person.
Mr. Tushar Arora, Advocate representative for the respondent.

ORDER

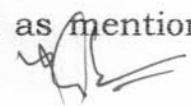
The present complaint has been filed by complainant under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act) against the respondent, seeking compensation of Rs.1,00,000/- for the mental harassment and financial loss.

2. Brief facts of the case are that complainant Navraj Sidhu entered into Builder Buyer's Agreement dated 03.12.2021,

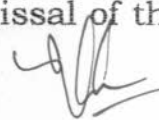


for sale of Unit No.55C in City of Dreams-1, with M/s SBP Township, respondent. Promoter had promised the possession of said Unit in March, 2023. On 02.03.2024, promoter sent e-mail message to the complainant for taking possession of said Unit No.55C, whereas it's keys were handed over to complainant on 29.03.2024. That there was delay of one year in delivering possession of the unit. It is further case of the complainant that for delayed possession, promoter paid penal interest to the complainant to the tune of Rs.86,992/- vide cheque No.000205 dated 10.01.2024 of HDFC Bank, till the month of October, 2023. But as per clause 7.6 of the Agreement and Section 18 of the RERA Act, complainant was entitled for penal interest till the month of actual possession i.e 31.03.2024. A legal notice for the said penal interest/compensation dated 15.06.2024 was sent to the promoter, but no reply was received back. That promoter has not provided the complete certificate /occupation certificate from the competent authority, as demanded in legal notice. So complainant could not obtain electric connection. No amenities like club house, gym, swimming pool and park etc., have been provided, whereas monthly maintenance for two years, has been got deposited from the complainant. Hence, this complaint, seeking remaining penal interest, compensation of Rs.1,00,000/- for the mental harassment, financial loss etc.

3. Upon notice, respondent appeared and filed reply taking preliminary objections that this complaint is not maintainable in the present form. The complainant has failed to deposit amounts, within prescribed time and 8 demand letters/reminders as mentioned in Para



No.3 of the reply, had been issued to him. Date of offer of possession was subject to various terms and conditions, including the timely payment to be made by the complainant and reasonable extension of time for the delivery. Complainant had delayed the payment and had himself backed out from his commitment. So he deserves no relief. The present complaint is barred by the principle of estoppel, waiver and acquiescence and allegations are misconceived and vague. That this Bench has got no jurisdiction to entertain this complaint. It is further pleaded that while taking over the possession, complainant had signed a satisfactory note upon possession letter dated 29.03.2024, which falsifies all of his allegations. As per terms and conditions of the agreement, the compensation for delay in possession, has already been given to the flats owners, so all disputes in this regard have already been settled. On merits, it is averred that there was no delay in handing over the possession of the plot. The complainant relinquished his right to claim any compensation whatsoever from the respondent in future. That requisite amount has already been paid to the complainant for delay in handing over the possession of the flat. The amount so paid to complainant was as per terms and conditions of the agreement. The flat has been handed over to the complainant with all amenities and as per the site plan. Moreover, the complainant is estopped from his act and conduct, as while accepting the possession of the flat, he has relinquished his right to claim compensation. That the facts and circumstances of the complaint are enough to hold that complainant is not entitled for any relief as prayed. Rest of the averments of complaint have been denied and prayer has been made for dismissal of the present complaint, with costs.

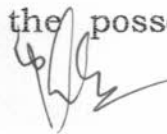


4. Rejoinder to the written reply was filed by complainant, by controverting the contents of written reply of respondent and he reiterated the contents of the complaint.

5. Violations and contraventions contained in the complaint were put to the representative for the respondent, to which he denied and did not plead guilty and then the complaint was proceeded for further enquiry.

6. I have heard the complainant and representative of the respondent. They have 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.

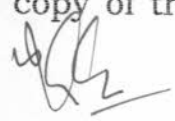
It is admitted case of both the parties that a Builder Buyer's Agreement dated 03.12.2021 was executed between them, for purchasing a Unit No.55C, as detailed in Para No.2 of this order. Possession of the said Unit/Flat was to be delivered in March 2023. Keys of the unit were handed over to complainant on 29.03.2024. It is further admitted case of both the parties that since there was delay of about one year in delivering the possession, so the respondent had paid penal interest/compensation to the tune of Rs.86,992/- through Cheque No.000205 dated 10.01.2024, to the complainant. But stand of the complainant is that the said interest/compensation was till the month of October, 2023 and he was entitled for the remaining penal interest/compensation till the month of actual possession. Complainant sent e-mail dated 26.03.2024 Annexure A2 to respondent claiming more compensation. He also issued legal Notice Annexure A3 dated 15.06.2024 to the respondent. On the other hand, it is specific case of the respondent that they have already paid sufficient amount to the complainant as compensation due to delay in delivery of the possession and while taking the possession on



29.03.2024, complainant signed a document Annexure R4, vide which he specifically stated that he has received possession of the said Unit from the respondent, and that said unit/flat bearing No.55C, was fit for human habitation. He expressed his satisfaction from every angle and never raised any objection. Secondly, it is not case of the complainant that his signatures were taken forcibly or he put his signatures on this document Annexure R4 under protest. It is very important to note that document Annexure R4 was signed by complainant Navraj Sidhu on the day of taking delivery of the unit No.55C. After expressing his satisfaction with regard to the possession, condition etc., of the said flat, later on, question does not arise for raising the issues like claiming the compensation/penal interest etc. E-mail Annexure A2 dated 26.03.2024 also does not carry any weight, particularly because the complainant obtained possession of the said flat on 29.03.2024 by recording his satisfaction qua all the issues. Similarly, legal notice dated 15.06.2024 Annexure A3 sent by complainant to the respondent also does not carry any weight.

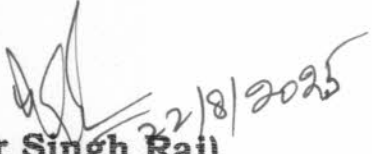
From all these facts and circumstances, it is crystal clear that complainant has already received an amount of Rs.86,992/- from the respondent due to delay in delivering the possession of the flat in question. On the day of delivery of possession, complainant signed document Annexure R4 and expressed his satisfaction with regard to possession, condition etc. of the said flat. So now, no case is made out for grant of more compensation to the complainant as per his prayer. Accordingly, this complaint deserves dismissal.

6. As a result of my above discussion, present complaint filed by the complainant stands dismissed and disposed of. A copy of this order



be sent to both the parties, free cost, under rules. File be consigned to the record room, after necessary compliance under rules.

Pronounced
Dated 22.08.2025


(Rajinder Singh Rai)
Adjudicating Officer,
Real Estate Regulatory Authority,
Punjab.