

**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.0129 OF 2024

Dated of Institution: 25.10.2024

Date of Order: 22.08.2025

Davinder Singh Jaura, R/o # 06788/001, St 9/3 C, Guru Gobind Singh Nagar, Bathinda Punjab, Pin Code 151001

....Complainant

Versus

SBP Township Private Limited, Plot No.1266, SBP House, Sector 82, JLPL, Industrial Area, District Sahibzada Ajit Singh Nagar (Mohali), Punjab, Pin Code 140308.

.....Respondent

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

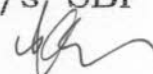
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Present: Mr. Davinder Singh Jaura complainant in person.  
Mr. Tushar Arora, Advocate representative for the respondent.

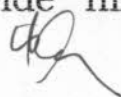
### **ORDER**

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.2,00,000/- for mental harassment and mental agony.

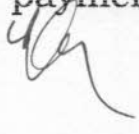
2. Brief facts of the case are that complainant Davinder Singh Jaura, entered into Builder Buyer's Agreement for sale of Unit No.56C in City of Dreams-1, with M/s SBP Township,



Private Limited, Mohali on 08.12.2022, for total sale consideration of Rs.13,12,820/-. That as per the clause 7.1 of the Builder Buyer's Agreement, promoter had promised the possession of the said Unit 56-C in March-2023. On 02.03.2024, promoter sent e-mail message to the complainant, for taking possession of said Unit, whereas its key's were handed over to complainant on 29.03.2024. That there was delay of one year in delivering the possession. It is further case of the complainant that for delayed possession, promoter has paid the penal interest of amount of Rs.50,130/- to him, vide cheque number 000204 dated 10.01.2024 HDFC Bank till the month of October 2023, whereas as per clause 7.6 of the Agreement and Section 18 of the Act, complainant was entitled for penal interest till the month of actual possession i.e till 31 March 2024. Even penal interest was given @ 8 %, which is against the rules. That on 29.03.2024 a letter was received by complainant, to deposit Rs.72,100/- to purchase stamp certificate, and deposit Rs.31,100 to pay registration fees, so as to register sale deed. The complainant deposited Rs.72,100/- and Rs.31,100/-. Further, complainant asked them to apprise him of the date for registration of sale deed. Thereafter, a call from their employee was also received by complainant to deposit Rs.2,00,000/- more, as collector rate was revised from Rs.12,00,000/- to Rs.14,00,000/- otherwise registry of sale deed would not be executed. Therefore, the complainant was forced to deposit Rs.2,00,000/- more on 07.05.2024. When complainant asked them to provide him the supplementary



Annexure for Rs.2,00,000/- as additional payment alongwith Rs.12,00,000/-, and to pay the balance compensation, but they clearly refused to do so. Further, notices were issued to complainant to deposit additional GST etc., otherwise allotment would be cancelled. Again a letter was received by complainant, to clear the stamp duty and registration charges as per the amount of Rs.14,00,000/-. Complainant raised objection that he had already deposited above charges as per agreement and he asked for the letter of above charges with balance payment of Rs.2,00,000/-. But they made correction in the record with pencil, which is highly unprofessional and unfair trade practice. That till 24.10.2024, sale deed was not executed. Complainant sent legal notice to the respondent, claiming penal interest, compensation etc., but of no use. Further, the promoter got deposited Rs.5,00,000/- in advance from the complainant for the booking of Unit 56-C, which is further violation of Section 13 (1) of the Act. That the promoter has not provided the completion certificate/occupancy certificate, so the complainant could not obtain electricity 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 compensation of Rs.2,00,000/- for the mental harassment, financial loss etc. He has also claimed amount of penal interest/compensation w.e.f March, 2023 to March 2024, payment of additional amount of



Rs,2,00,000/-, amount deposited for stamp duty, registration charges alongwith interest.

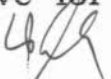
3. Upon notice, respondent appeared and filed reply taking preliminary objections that present complaint is not maintainable in the present form, as the same has not been filed as per the relevant Law. The complainant has failed to deposit amounts, within prescribed time and 7 demand letters/reminders as mentioned in Para No.3 of the reply, had been issued to him and as such, the complaint deserves to be dismissed. Date of offer of possession was subject to various grounds 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 contained therein are misconceived and vague. Complainant has himself failed to adhere to the terms and conditions of the deal and in this manner, he is not entitled to any relief. The complainant has leveled false allegations upon the respondent with the malafide intention, to satisfy his illegal and unlawful demands. 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 as alleged. The sale deed of the property has been executed and registered in favour of complainant. Further, it is averred that in the present case, complainant purchased the stamp papers and submitted before the concerned Sub Registrar, while drafting the sale deed on it. In this manner, there is no involvement of seller/respondent company to deal with the stamp duty for the execution and registration of the sale deed. Rest of the averments of complaint have been denied and a prayer has been made, for dismissal of 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

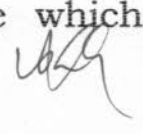




denied and did not plead guilty and then the complaint was proceeded for further enquiry.

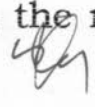
6. I have heard the complainant, representative of the respondent. They addressed the arguments on the basis of their pleadings/submissions, as summarised in the earlier part of this order. I have also carefully gone through the case file, with their able assistance.

It is not disputed that a Builder Buyer's Agreement dated 08.12.2022 was executed between the parties, vide which complainant Davinder Singh Jaura agreed to purchase Unit No.56C from the respondent, for total sale consideration of Rs.13,12,820/-, as detailed in Para No.2 of this order. Possession of the said Unit was to be delivered in March, 2023, which was actually delivered on 29.03.2024 i.e after delay of one year. For delay in the possession, respondent had paid Rs.50,130/- to the complainant vide cheque No.000204 dated 10.01.2024. But it is case of the complainant that said interest/compensation was only till the month of October, 2023, so he was entitled for the remaining penal interest/compensation till the month of delivery of actual possession. On the other hand, it is the case of the respondent that the complainant has been paid adequate amount of compensation for delayed possession. On the day of delivery of possession he signed the possession letter dated 29.03.2024 with a satisfactory note. It is further stand of the respondent that now complainant deserves no relief. Possession letter dated 29.03.2024 is available on the record of this case which shows that while obtaining



possession of flat No.56C on 29.03.2024, complainant had admitted that the said flat was fit for human habitation. He expressed his satisfaction from every angle and did not raise any objection. Even, it is not case of the complainant that his signatures were obtained on the said letter forcibly. Admittedly he did not sign the said letter under protest. The amount of compensation/interest to the tune of Rs.50,130/- was received by him from the respondent vide cheque No.000204 dated 10.01.2024 i.e about more than 2½ month prior to the date of taking actual possession of the unit. It is crystal clear on record that after receiving an amount of Rs.50,130/- and obtaining possession of flat No.56C, complainant recorded his satisfaction qua all the issues. It is not his case that he has not been compensated by the respondent for the delay in handing over possession of the flat. His plea that the amount of Rs.50,130/- was only a partial amount, has been totally denied by the respondent. Rather, it is their stand that this amount was sufficient and upto the satisfaction of the complainant. How this amount was insufficient, the complainant has failed to prove on record. Apart from that, the letter of possession itself indicates that the complainant obtained the possession with his full satisfaction. If he had not been satisfied, he must have raised similar issues on 29.03.2024 also. But nothing has been done in this regard, by him on that day.

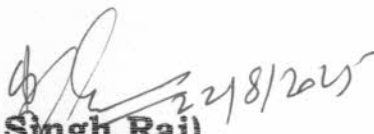
Keeping in view all these facts and circumstances, it is proved on record that the complainant has already received an amount of Rs.50,130/- from the respondent as compensation qua



delay in delivery of possession of the flat No.56C. So through this complaint, he deserves no further compensation. Although he has sought other reliefs like recovery of additional amount of Rs.2,00,000/-, recovery of amount of stamp duty, registration charges, interest etc., but the complaint qua these reliefs is not maintainable before this Bench. Meaning thereby, this Bench has no jurisdiction to deal with these reliefs. Accordingly, this complaint being non-meritorious, deserves dismissal.

7. 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 of 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.**