

**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.RERA/GC No.1842/2020--TR/AO/0251/2021

Date of Order: 16.02.2026

Praveen Pathania, Through His Attorney Mona Thakur Pathania. R/o House No.927, Sector-4, Panchkula, Haryana, Pin Code 134109.

.....Complainant.

Versus

M/s Future City Developers Pvt. Ltd., Kharar-Landran Road, Near Sante Majra, Sector 115, SAS Nagar (Mohali), Punjab, Pin Code 140307.

.....Respondent

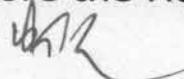
Complaint under Section 31 of the Real Estate
(Regulation and Development) Act 2016.

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Present: Mr.Raja Paramdeep Saini Advocate, for complainant.
Mr. Rishi Kaushal Advocate, for respondent.

ORDER

A composite complaint had 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 36 of the Punjab State Real Estate (Regulation and Development) Rules 2017, (hereinafter called as the Rules) before the Hon'ble Authority

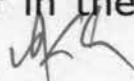


(RERA)Pb, seeking refund of the amount paid by him, along-with interest and compensation etc.

Vide order dated 12.05.2021 passed by the Hon'ble Authority, this case was transferred to this Bench, keeping in view the circular of the Authority, issued vide No.RERA/PB./LEGAL/24 Dated 05.03.2021, for disposal as per law. Accordingly, this case was registered in this Office.

But in view of the findings of our 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 matters pertaining to the reliefs of refund and interest under Section 18(1) of the Act are required to be heard by the Real Estate Regulating Authority (RERA) whereas the question of compensation is to be heard and decided by the Adjudicating Officer. So vide order dated 09.02.2022 passed by this Bench in this case, present complaint was segregated. It's one set of paper book was put up before the Hon'ble Authority (RERA) for deciding the claim of refund and interest sought by the complainant, whereas the case in hand was retained with this Bench, for adjudication of the relief of compensation.

2. Brief facts of the case are that on believing the assurances of the respondent, complainant purchased a flat bearing No.HH-5, Block-H, Ist Floor in the project, namely,

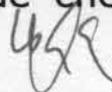


"CASA Homes" vide Agreement for Sale dated 19.12.2019, for a sale consideration of Rs.42,50,000/-. The respondent assured the complainant that booked flat would be similar to the model flat shown to him and its possession would be given by June 2020. However, complainant received no intimation regarding possession till end of July, 2020. He received a call regarding the flat being ready for possession, which was not similar to the model flat shown to him hence, the respondent has further delayed the possession by not rectifying the defects in the flat in question. The quality of fixtures and fittings in the kitchen, bathrooms, doors, floors, bedrooms, cupboards etc., was below par and even the respondent has misused the green belt area, which was shown in the sanctioned plan. Complainant made timely payments as per schedule mentioned in the Agreement while investing his hard earned money as well as taking a loan from the Bank for the said property. The complainant and his wife repeatedly approached the builder-respondent and their various associates with their complaint, but all in vain. Hence, the complainant had filed the instant complaint on the ground that respondent has clearly violated the clauses 7 & 12 of the Agreement for Sale in a gross abuse of power and authority, as it has failed to provide a flat similar to the model flat shown to him, while entering into Agreement with him. The respondent also failed to rectify

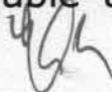


the defects, as pointed out by him, in the property and to deliver possession of the property in time. Respondent has further committed violation of the Act, whereby, they were strictly supposed to adhere to the terms and conditions of the Advertisement, sanctioned plans. That respondent was bound to act in accordance with the provisions of the Act and to make sure that the flat delivered to the complainant was similar to the model flat shown to him, at the time of sale. Further, Sections 14 & 18 of the Act clearly state that the possession of the flat has to be delivered in accordance with the terms and conditions of the Agreement. However, the respondent has failed to deliver possession of the flat to the complainant within time, failed to rectify the defects as pointed out to them and as such, respondent is bound to return the deposited amount to him complainant. Lastly, the complainant has sought reliefs of refund of the amount paid by him, along-with interest and compensation etc. Hence, this complaint.

3. Upon notice, respondent appeared and filed written reply by taking preliminary objections to the effect that a residential unit/flat No.HH-5, Block-H, Ist Floor, CASA Homes was allotted to the complainant, vide allotment letter No.FCD/CH/HH-5/227 dated 19.12.2019, which is Annexure R-1 and the respondent has received an amount of Rs.1,00,000/- as booking amount vide cheque No.602671



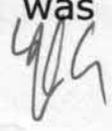
dated 26.11.2019 against total Amount of Rs.42.50 lacs. As per agreement, possession of the flat was to be delivered to the complainant on 31.12.2019, which could be extended to 30th April, 2020. Thereafter, an amount of Rs.3,25,250/- was received vide cheque No.841713 dated 24.12.2019 and an amount of Rs.22 lacs through RTGS had been received. Further, out of the total amount of Rs.42.50 lacs, an amount of Rs.16,27,250/- is still pending towards the complainant. In the month of March 2020, due to COVID-19 pandemic, restricted situation happened in the world and due to which possession of the flat could not be given in time. The complainant was informed through e-mails from time to time, copy of letter of offer of possession dated 28.07.2020, Payment Demand Letter dated 30.01.2020 & 28.07.2020 and e-mails are Annexures R-2 to R4, respectively. The complainant was not interested to take possession of the flat, he cleverly made the allegations against the respondent, with regard to model flat, sanction plan etc. The complainant has sought refund of amount and compensation within the scope of section 18 of the RERD Act, which makes the present complaint non maintainable, before this Bench. The present complaint is false, frivolous, vexatious and an abuse of process of law. The complainant has not approached this Bench with clean hands, he has concealed material facts, so this complaint is liable to be dismissed.



Further, it is averred that the specifications of the unit are clearly given in the agreement to sell, which were duly agreed and signed between the parties. The fact qua agreement to sell executed between the parties for purchase of flat for an amount of Rs.42.50 lacs is admitted. Further, complainant being fully aware of the project, signed agreement, allotment letter and Agreement to sell with all terms and conditions and lateron raised dispute by way of present complaint. Initially, the complainant kept on holding the dues on one pretext or the other and subsequently being not interested to take possession of the flat, he started raising allegations against the respondent that the flat in question, was not similar to the model/sample flat and same was not made as per sanctioned plan. Rest of the averments of the complaint have been denied and a prayer has been made for dismissal of the present complaint.

4. Rejoinder to the written reply was filed by the complainant, rebutting the pleadings of written reply of the respondent and reiterating the contents of his complaint.

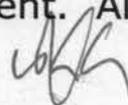
5. Violations and contraventions contained in the complaint were put to the representative for the respondent, who totally denied all of them, including allegations of the complainant. Thereafter, the complaint was proceeded for further enquiry.



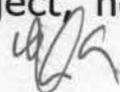
6. I have heard the representatives of the parties, who addressed the arguments on the basis of their pleadings/submissions, as summarised in the earlier part of this order. Each of them has reiterated his stand as taken in his pleadings. I have also carefully gone through the case file, with their able assistance.

Admittedly, complaint of complainant Praveen Pathania seeking refund of the amount deposited by him with the respondent, pertaining to the flat in question, has been allowed alongwith interest, by the Hon'ble Authority (RERA) vide order dated 21.03.2023 (Complaint No.GC 1842 of 2020 BF), copy of which is available on the record of this file, which is not disputed by the parties. This order has not been set aside by any competent authority, so parties are bound by the findings of this order. Booking of the flat, deposit of some amount by complainant, allotment letter, agreement etc., are not disputed. It is also not disputed that the possession was not delivered within prescribed time. But in this regard, submission of the respondent is that the offer of possession was made within the time of the moratorium granted during the period of COVID 19.

Keeping in view the submissions written as well as oral and documents relied upon by the parties, it stands proved that complainant was allotted flat No.HH-5 in Block-H in "CASA Homes" by the respondent. Allotment letter



dated 19.12.2019 is also available on record. Sale consideration was settled as Rs.42,50,000/-. Possession of the flat was to be given on 31.12.2019, extendable upto 30.04.2020. Complainant deposited Rs.26,25,250/- and the remaining payment was to be made at the time possession. Offer of possession was made by respondent on 28.07.2020 with a demand notice of Rs.16,27,250/-. At the time of this offer, the respondent was not having any Partial Completion Certificate/Occupancy Certificate. Thereafter, the complainant moved complaint for refund of the amount etc. Hon'ble Authority in its order dated 21.03.2023 has also held that even if it is accepted that the offer of possession made in July 2020, was within the extended period of 6 months, allowed as per Circular dated 28.10.2020 of the Authority on account of COVID-19, it was nevertheless made without any Occupancy Certificate or Partial Completion Certificate. Therefore, the said offer was violative of the provisions of Section 11(4) (b) read with Section 17 of the Act and cannot be considered a valid offer. Accordingly, the complainant was held entitled for refund of the amount deposited by the complainant, as per Section 18 (1) of the Act, as the respondent had failed to deliver possession of the flat in question to the complainant, within the time given in the agreement to sell. Accordingly, by accepting request of the complainant to withdraw from the project, he was allowed



refund of Rs.26,25,250/- deposited by him, alongwith interest, by the Hon'ble Authority, vide the above said order dated 21.03.2023.

Pleadings of the parties before the Hon'ble Authority and in the present case are the same, but with different reliefs. Now, coming to the case in hand, complainant has claimed compensation under Section 18 of the Act. For the proper and effective disposal of this case, perusal of Sections 18 & 72 of the Act is necessary, so they are reproduced as under:-

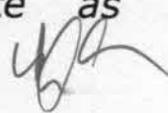
"18.(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, —

(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."*



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.

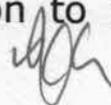
Keeping in view the pleadings, documents and submissions of the parties, coupled with order dated 21.03.2023 passed by the Hon'ble Authority, it stands proved on record that certainly there is delay in delivering possession to the complainant. Since the complainant has withdrawn from the project, so apart from relief of refund and interest as allowed by the Hon'ble Authority, he is also entitled for compensation as per Section 18(1) of the Act. While granting compensation, this Bench has to consider the factors as mentioned in Section 72 of the Act.

Section 72 has given scope of considering other factors, which are considered necessary in furtherance of justice. Since the respondent has failed to deliver possession of the flat within prescribed time, to the complainant, so as a result of which, complainant had filed this complaint in December, 2020. 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. Since the complainant, without his fault, has not been able to get possession of the flat in question for a period of about 8 months and had to seek the remedy under existing law. For all this, complainant has to suffer harassment, mental agony and has to incur expenses to initiate this litigation for claiming his right, so certainly he is entitled for reasonable compensation and litigation expenses.

Keeping in view the entire facts and circumstances narrated above and taking into account the amount paid by the complainant, with regard to the purchase of the flat in dispute and the duration for which the possession has been delayed, coupled with his harassment, mental agony etc., an amount of Rs.1,00,000/- is assessed as compensation in lump sum by approximation. Apart from this, the complainant had to initiate this litigation by engaging the advocate, and spending considerable time from his busy schedule, for attending the proceedings of this case, so he is also entitled for litigation expenses to the tune of Rs.40,000/-. This complaint deserves to be allowed partly, upto that extent.

8 As a result of my above discussion, this complaint stands partly allowed and disposed of. Complainant is held entitled to recover the total compensation to the tune of



Rs.1,40,000/- (Rs.1,00,000/- + Rs.40,000/-) from the respondent. Accordingly, respondent is directed to pay the amount of compensation to the complainant within 90 days, from the date of this order. Reasons for not disposing of this complaint within 60 days as required under Section 71 of the Act, are that no Adjudicating Officer was posted in this office w.e.f 21.10.2024 to 13.05.2025 and due to rush of work as well. Copy of this order be sent to the parties, free of costs, under rules. File be consigned to the record room, after necessary compliance under rules.

Pronounced
Dated:16.02.2026


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

16/2/2026