



Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018
Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in&pachairrera@punjab.gov.in

Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.

1. Complaint No.	AdC No. 0023/2021 BFTR- AUTH 0141/2021
2. Name & Address of the complainant (s)/ Allottee	1. Shiv Kumari 2. Jangsher Chauhan H. No. 185, Mouli Jagran Colony (Ch. Charan Singh Colony), Chandigarh - 160102
3. Name & Address of the respondent (s)/ Promoter	M/s. Saini Developers & Promoters Pvt. Ltd. Baltana, M.C. Zirakpur Tehsil Derabassi, Distt. SAS Nagar (Mohali) Punjab – 140604.
4. Date of filing of complaint	06.02.2021
5. Name of the Project	Balaji Enclave, Kauli Majra, NAC Lajru
6. RERA Registration No.	PBRERA-SAS79-PM0055
7. Name of Counsel for the complainant, if any.	Ms. Manisha Maggu, Counsel for the complainant
8. Name of Counsel for the respondents, if any.	Sh. Ripu Daman Singh, Counsel for the respondents
9. Section and Rules under which order is passed	Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.
10. Date of Order	12.02.2026

Order u/s. 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016 r/w Rules 16, 24 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017

The above complaint for relief of refund, interest as well as compensation, under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'Act'), was filed before the Adjudicating Officer. However, Hon'ble Apex Court in **M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and others in Civil Appeal Nos. 6745-6749 of 2021** has held that the relief qua refund and interest is to be decided by the Regulatory Authority and *qua* relief of compensation, the matter is to be dealt by the Adjudicating Officer. Accordingly, the present complaint *qua* the relief of **refund and interest** has been transferred to the Authority.

2. In the complaint, it has been pleaded that the complainants entered into an agreement for sale with M/s Saini Developers & Promoters (P) Ltd. for purchase of a



residential plot no. 385-386, total measuring 220 square yards in the project "Balaji Enclave" situated at Kauli Majra, NAC Lalru, for a total sale consideration of Rs. 20,00,000/- It is averred that a registered sale deed was executed on 07.04.2014 in their favour and that stamp duty amounting to Rs. 1,60,000/- was also paid. The complainants have alleged that when they visited the plot for raising construction, certain unknown persons obstructed them claiming ownership over the land and threatened them. According to the complainants, the respondent failed to ensure peaceful possession of the plot and therefore they lost faith in the project and sought withdrawal under Section 18 of the Act. They prayed for refund of Rs. 20,00,000/- along with interest, refund of Rs. 1,60,000/- towards stamp duty.

3. In the reply filed by the respondent and it was contended that the project was duly approved and registered under the RERD Act, 2016. The complainant submitted that the sale deed executed in April 2014 clearly records payment of Rs.20,00,000/-, comprising Rs.6,00,000/- in cash and Rs. 14,00,000/- through cheques. It was pleaded by Respondent that possession was delivered at the time of execution of the sale deed and mutation was entered in favour of the complainants. The allegations regarding obstruction by local persons were denied and it was pointed out that no FIR or complaint was ever lodged. It was further contended that the complaint filed in 2021 and that cancellation of a registered sale deed can only be sought before a Civil Court under the Specific Relief Act, 1963. With regard to stamp duty, it was contended that the stamp paper receipt shows purchase in the name of the promoter. The respondent also stated that an amount of Rs.1,60,000/- was paid by the respondent while actually it was required to be paid by the complainant and it has not been paid so far.

4. The violations and contraventions contained in the complaint were given to the representative of the respondents to which they denied and did not plead guilty.

The complaint was proceeded for further inquiry.



5. That representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondents.

6. From the record, it stands undisputed that a registered sale deed dated April 2014 has been executed in favour of the complainants in respect of the subject plot measuring 220 square yards. The sale deed records receipt of total consideration of Rs. 20,00,000/-, including Rs.6,00,000/- in cash and Rs.14,00,000/- by cheques. The document has been duly registered before the competent Sub-Registrar.

7. During arguments, Ld. Counsel for the complainants submitted that under Section 17 of the Act, the promoter is bound to hand over physical possession after execution of conveyance deed and that in the absence of a separate possession letter, it must be presumed that possession was not lawfully handed over. It was argued that the alleged obstruction by third parties demonstrates failure of the promoter to provide peaceful possession and clear title, thereby attracting Section 18(1) and (2) of the Act. It was further contended that the recital in the sale deed acknowledging receipt of Rs.20,00,000/- is binding upon the respondent and establishes full payment.

8. Learned counsel for the respondent argued that once a registered sale deed has been executed and title transferred, the transaction stands concluded and any relief of refund would necessarily require cancellation of the sale deed, which lies within the jurisdiction of the Civil Court. It was submitted that Section 18 of the RERD Act, 2016 applies where the promoter fails to hand over possession in accordance with the agreement for sale, but in the present case conveyance deed had already been executed and mutation sanctioned. It was further argued that the complainants' own pleading that they visited the plot for construction indicates delivery of possession. The



respondent reiterated that no evidence of obstruction has been produced and that the dispute, if any, pertains to matters beyond the jurisdiction of this Authority.

9. The Bench has considered the pleadings and submissions of both the parties i.e. complainant & respondent. The primary issue for determination is whether, after execution and registration of a conveyance deed transferring ownership rights in favour of the complainants, can this Authority grant refund of the entire sale consideration under Section 18 of the RERD Act, 2016?

10. Section 18(1) of the RERD Act, 2016 provides that if the promoter fails to complete or is unable to give possession of a plot in accordance with the terms of the agreement for sale, the allottee may withdraw from the project and seek refund with interest. In the present case, the matter has progressed beyond the stage of agreement for sale. A registered conveyance deed on April, 2014 has been executed and title stands transferred in favour of the complainants. Once a registered sale deed has been executed, ownership rights are vested in the purchaser and the transaction attains finality unless set aside by a Civil Court. Grant of refund of the entire sale consideration would, in effect, amount to rescission or cancellation of the registered sale deed. The power to cancel or declare void a registered instrument lies with the Civil Court under the Specific Relief Act, 1963. The Authority under the RERD Act, 2016 does not possess jurisdiction to annul a registered conveyance deed.

11. The plea regarding absence of a separate possession letter does not by itself establish non-delivery of possession. Execution of the sale deed and mutation in favour of the complainants constitute strong evidence of transfer of title and constructive possession. The complainants have not placed on record any contemporaneous complaint, legal notice or other documentary evidence from the relevant period substantiating denial of possession by the promoter. The mere allegation of obstruction by unidentified persons, unsupported by evidence, is



insufficient to establish failure on the part of the promoter under Section 18 of the RERD Act, 2016.

12. With respect to the sale consideration, the recital in the registered sale deed records receipt of Rs.20,00,000/- . Such recital carries evidentiary value and cannot be disregarded in these proceedings. Therefore, payment of Rs.20,00,000/- stands established. On the issue of stamp duty of Rs.1,60,000/-, the stamp receipt shows purchase in the name of the promoter. Whether the amount was reimbursed by the complainants or adjusted between the parties is a matter of contractual accounting and mutual understanding and falls beyond the scope of adjudication under Section 18 of the RERD Act, 2016 in the present proceedings. The respondent has never raised this issue and this point is not in the relief sought by the complainant. This issue is raised after more than 10 years of the payment of stamp duty. The mere name of purchaser does not evidence that the payment was made by the promoter. It may have been the case where promoter's party may have the stamp duty after receiving it from the complainant. This probability cannot be ruled out. Hence, the plea of regarding payment of Rs.1,60,000/- to promoter/respondent by it is rejected for the purposes of this order u/s. 31 of the RERD Act.

13. It is further observed that the plot bearing No. 385-386, admeasuring 220 square yards, forms part of the RERA-registered project "Balaji Enclave" situated at Kauli Majra, NAC Lalru, developed by the respondent-promoter, and the promoter himself has instituted Complaint No. GC/0405/2022 titled *M/s. Saini Developers & Promoters Pvt. Ltd. Vs. Shiv Kumari & Anr.* subsequent to the filing of present complaint, seeking recovery of maintenance charges in respect of the said plot; therefore, having asserted its right to recover maintenance and thereby acknowledging continuing obligations in relation to the project, the promoter cannot evade its corresponding statutory duty under the Real Estate (Regulation and Development) Act,



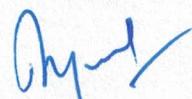
2016 to ensure that the allottee is able to peacefully enjoy the property free from encumbrances, obstruction, or unlawful interference. It is incumbent upon the promoter, being the developer and organizer of the project, to ensure that the said residential plot remains free from any third-party encumbrance, forceful possession, or interference, and to take all necessary, effective, and proactive steps, if required, to safeguard the allottee's right to peaceful and vacant enjoyment of the plot. Accordingly, the promoter is hereby directed to render full assistance and take active measures as and when called upon by the allottee-cum-complainant to ensure that the plot in question remains free from obstruction and that the complainant is not deprived of peaceful possession and use thereof.

14. In view of the foregoing discussion, it is held that the relief for refund of Rs.20,00,000/- along with interest is not tenable and is rejected in the facts & circumstances, as it would entail cancellation of a registered sale deed, a matter within the jurisdiction of the Civil Court. The claim for refund of stamp duty is also not maintainable in these proceedings.

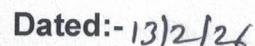
15. Accordingly, the complaint *qua* relief of refund and interest stands dismissed. No order as to costs.

Chandigarh
Dated: 12.02.2026




(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/310


Dated:- 13/2/26

A copy of the above order may be sent by the Registry of this Authority to the followings:-

1. Shiv Kumari
2. Jangsher Chauhan
(H. No. 185, Mouli Jagran Colony (Ch. Charan Singh Colony), Chandigarh - 160102)
3. M/s. Saini Developers & Promoters Pvt. Ltd., Baltana, M.C. Zirakpur Tehsil Derabassi, Distt. SAS Nagar (Mohali) Punjab – 140604.
4. The Complaint File.
5. The Master File.


(Sawan Kumar),
P.A. to Chairman,
RERA, Punjab.