

**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.AdCNo.0028 of 2022

Date of Institution:09.05.2022

Date of Decision:02.02.2026

Pawan Kumar Verma, R/o Flat No.702 Block-D3, Maya Garden City, Zirakpur, District Mohali Punjab.

2nd Address

R/o # 37, Near Darshan Cold Drinks, Lamba Pind Road, Upkar Nagar, New Colony Jalandhar-1, Jalandhar, Punjab-144009.

.....Complainant.

Versus

1. Citi Center Developers, 14th Floor, Block D & E, Chandigarh City Centre, Village Bishanpura, VIP Road, Zirakpur, District SAS Nagar (Mohali) Punjab, Pin Code 140603.

2. Federal Bank, Hitpriya Square, Patiala Road Zirakpur, SAS Nagar (Mohali) Punjab Pin Code 140603.

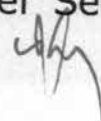
.....Respondents

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

Present: Mr. Arif Qureshi Advocate alongwith complainant.
Mr. Mohammad Sartaj Khan Advocate, for respondent No.1.
Respondent No.2 exparte.

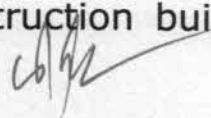
ORDER

Present complaint has been filed by complainant Pawan Kumar Verma, under Section 31 of the

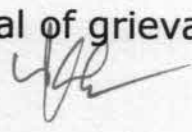


Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") read with Rule 37 of the Punjab State Real Estate (Regulation and Development) Rules 2017, (hereinafter called as the Rules) against the respondent/promoter, seeking compensation.

2. Brief facts of the complaint are that complainant booked office/unit in the project of the respondent/builder namely Insta Office No.IO 83, 13th Floor, Block-D&E, Chandigarh Citi Centre, VIP Road, Village Bishanpura, Mohali, Punjab for a total sum of Rs.14,84,000/- and the same was allotted to him, as fully furnished. That complainant has paid total sum of Rs.14,84,000/- towards cost of the office/unit as well as all other miscellaneous charges, from time to time. The respondent issued application for allotment dated 14.08.2018 alongwith an allotment letter dated 19.09.2018, which is Annexure C-2. Agreement for sale dated 19.09.2018 was executed between the parties, which is Annexure-C-3. Further, tripartite loan agreement dated 25.09.2018 was also executed, which is Annexure-C-4. Thereafter, respondent issued letter for "Offer of possession" on 20.07.2019 to the complainant to clear pending dues amounting to Rs.1,54,000/- as per Annexure-C-5. The respondent started compelling the complainant to take possession of the office and to get the sale deed executed of the under construction building/unit

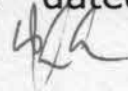


as shown in photographs, Annexure C-6. That on pretext of false promises and continuous pressure built up by the respondent, complainant was forced to get the sale deed executed for which e-stamp papers were purchased on 04.11.2019 and sale deed was executed on 08.11.2019 i. e Annexure-C-7. That respondent as per offer of possession letter dated 20.07.2019 (Annexure C-5) was required to handover complete possession of the office by 14.11.2019. However, the respondent completely failed hand over possession of the office with all infrastructure and amenities till today. The complainant has visited respondent's office time and again, but all exercise proved as futile. Further, almost more than 28 months are going to be lapsed, but respondent has failed to deliver final possession of the Insta Office IO 83 to the complainant, who is suffering loss of his income to the tune of Rs.1,00,000/- per month. That clause 7.2 of the Agreement (Annexure C-3) has not been fulfilled. This aspect is in consonance with the ratio of the Supreme Court of India in 'Faqir Chand Gulati V/s Uppal Agencies Pvt. Ltd.' Appeal No.3302 of 2005. Furthermore, possession of office has not been delivered, but maintenance charges of common area have been received for two years. That a legal notice dated 15.03.2022, which is Annexure-C-9 was served upon the respondent-builder for redressal of grievances. This

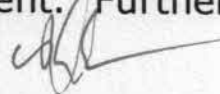


is clear cut violation of Section 18 & 19 of the Act. Hence, the present complaint.

3. Upon service, respondent No.1 appeared and contested this complaint by taking preliminary objections that the present complaint is not maintainable and has been filed with intention to derive undue monetary benefit from the respondent. The present complaint is a gross abuse of the process of law and is liable to be dismissed. The complainant has not approached this Bench with clean hands and has concealed material facts. The complaint has been filed by misusing the process of this Bench for attaining unreasonable and illegal gains from the respondent. The present complaint is liable to be dismissed on the ground of maintainability as it is clearly mentioned in Article 33 of the Agreement, which suggests about Arbitration that all disputes, difference or disagreement arising out of, in connection with this Agreement shall be mutually discussed and settled between the parties, failing which same shall be settled through Arbitration. However, the complainant breached the said term/article of the Agreement with mala fide intention to degrade the respondent, when there was chance of Arbitration. It is further alleged that as a matter of fact, the complainant booked a unit in question with the respondent, the respondent issued application for allotment on 14.08.2018, an allotment letter dated 19.09.2019,

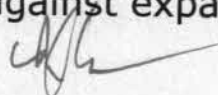


agreement for sale was executed on 19.09.2019 and tripartite loan agreement was executed on 25.09.2018. That valid offer of possession was offered by the respondent vide letter dated 20.07.2019 after taking partial Completion Certificate/Occupation Certificate from the competent authorities, copy of PCC/OC dated 13.09.2019 is Annexure R-1. That after making valid offer of possession by the respondent developer dated 20.07.2019, conveyance deed was executed on 08.11.2019 and thereafter the possession of unit was taken by the complainant. There is no delay or fault on the part of the respondents and there is no merit in this complaint and same deserves to be dismissed with costs. The respondent-builder has already registered the above said project with the RERA Authority. It is admitted that complainant has paid a sum of Rs.13,25,000/- plus GST of Rs.79,500/- towards basic cost of the office/unit. The respondent has also received Meter charges of Rs.15,000/-, telecom charges of Rs.13,500/-, maintenance charges of Rs.24,620/- and GST Rs.2430/-, however, still there is balance of Rs.24,620/- towards maintenance charges. It is averred that respondent after taking necessary approvals from the authority for the project, sent the letter of offer of possession to the complainant on 20.07,2019 and after that he finally got sale deed executed on 08.11.2019, without any undue influence of the respondent. Further, as per



clause 7.2, upon receiving written intimation from the respondent-promoter, the allottee shall take possession of the unit from the respondent-promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in the sale deed. In case the allottee fails to take possession within the time provided under clause 7.2, such allottee shall continue to be liable to pay maintenance charges as applicable. That after obtaining PCC/OC from the competent authority on 13.06.2019, respondent has timely offered the legal possession to the complainant on 20.07.2019, but conveyance deed was executed by complainant on 08.11.2019 after purchasing stamp papers by him on 04.11.2019. Therefore, complainant is liable to pay maintenance charges till date of taking of possession of unit. There was no delay on the part of the respondent, rather there was delay on the part of the complainant to take possession. Thus, respondent-promoter has fulfilled all his obligations in time. Denying rest of the averments of the complaint, a prayer has been made for its dismissal, with costs.

Respondent No.2 although appeared through its Relationship Manager, Sh.Om Sagar in this case on 21.12.2022, but lateron none appeared for this respondent. So, respondent No.2 was proceeded against exparte.

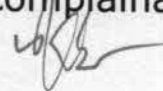


4. Rejoinder to the written reply was not filed by the complainant, however, he orally rebutted the contentions of written reply of the respondent No.1 and reiterated the contents of their complaint, at every stage of the proceedings in this case.

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

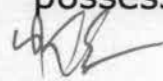
6. I have heard the representatives of the parties, who addressed the arguments on the lines of their pleadings/submissions, as summarised in the earlier part of this order. I have also carefully gone through the case file, with their able assistance.

Ld. Counsel for complainant argued as per complaint, to the effect that one office/unit in question, was booked by the complainant in the project of the respondent-promoter for a total sale price of Rs.14,84,000/- and total sale consideration of the office was paid by him. He further argued that respondent issued allotment letter dated 19.09.2018, agreement for sale dated 19.09.2018 and tripartite loan agreement dated 25.09.2018 were also executed. He also argued that a letter of offer of possession dated 20.07.2019 was issued to the complainant to clear



pending dues of Rs.1,54,000/-. It is also argued that conveyance deed was executed on 08.11.2019 and the respondent was required to handover complete possession of the office with all amenities by 14.11.2019, but he failed to do so. He also argued that more than 28 months have elapsed and due to failure of respondent to deliver possession of the office/unit, the complainant has suffered loss of Rs.1,00,000/- per month. Ld. Counsel further argued that a case is made out in favour of the complainant for grant of compensation, as per prayer of this complaint. He lastly prayed that this complaint may be allowed with costs, as per its prayer.

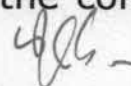
On the other hand, Ld. Counsel for respondent-promoter argued that offer of possession of unit in question was made to the complainant on 20.07.2018 after obtaining Partial Completion Certificate/Occupation Certificate from the competent authority dated 13.06.2019. He further argued that as per clause 33 of the Agreement, all disputes arising out in connection with the unit in question, were to be adjudicated upon by way of arbitration. It is also argued that the conveyance deed dated 08.11.2019 was not executed by the complainant under pressure of the respondent-promoter. Ld. Counsel for respondent has drawn attention towards conveyance deed dated 08.11.2019 and letter of possession dated



20.07.2019. He further argued that complainant has received vacant and undisputed possession of the unit in question and he has also been given interest from 31.12.2018 to 07.11.2019 vide order dated 08.08.2023 passed by Hon'ble Authority (RERA) for the delayed period. Copy of said order passed the Hon'ble Authority is available on the record of this complaint. He further argued that the complainant deserves no relief through this complaint, as per Section 18(1) of the Act. The relief which the complainant deserved for delay of possession, has already been given to him by the Hon'ble Authority. He lastly prayed for dismissal of this complaint with costs.

7. I have paid a considerable thought to the submissions of Ld. Representatives of the parties and have perused their pleadings, evidence and copy of order dated 08.08.2023 passed by the Hon'ble Authority (RERA), in favour of the complainant. Vide this order Hon'ble Authority has allowed interest for the delayed period qua possession, to the complainant. This order is not disputed by any of the parties, nor the same has been set aside by any competent authority. So, both parties are bound by the findings of this order.

Main dispute is with regard to the maintainability of this complaint, as per the provisions section 18 (1) of the Act. It is case of the complainant that



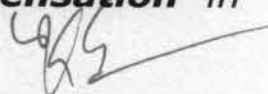
he is entitled for appropriate compensation, because of his harassment and mental agony due to delay in delivery of possession of the office/unit, caused by the respondent. On the other hand, plea of the respondent is that the complainant has not withdrawn from the project and he has already been compensated with good amount of interest, on the basis of order of the Hon'ble Authority dated 08.08.2023, so the present complaint, claiming compensation etc. is not maintainable as per Section 18 (1) of the Act. Keeping in view all these things, for proper and effective disposal of this complaint, perusal of Section 18 of the Act is very important, which is 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*

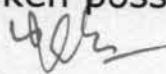


the manner as provided under this Act

*"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."*

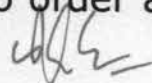
A close scrutiny of the aforesaid Section 18(1) of the Act leaves no manner of doubt that this Section deals with the matters in which the project of the case is not completed by the promoter, within the stipulated period as per terms and conditions settled between the parties, then the allottee has 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 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.

8. Now coming to the case in hand, admittedly, the complainant has not withdrawn from the project, rather, he has availed the remedy of claiming interest on the paid amount for the delayed period, before the Hon'ble Authority, vide order dated 08.08.2023, copy of which is available on record of this complaint. He has also taken possession of the




unit in dispute. 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 of 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 he is not entitled to seek compensation under the Act, as is clear from above mentioned Section 18 (1) of the Act. 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, so he is not entitled for compensation, as claimed by him through this complaint or for any other relief from this Bench. Accordingly, this complaint deserves dismissal.

9. As a result of my above discussion, this complaint stands dismissed and disposed of, with no order as to costs.



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
Dated:02.02.2026


(Rajinder Singh Rai)
Adjudicating Officer
RERA, Punjab