

**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.0043 of 2023

Date of Institution: 22.06.2023

Date of Decision:13.03.2026

1. Gautam Manchanda.
2. Anita Manchanda, both residents of Manchanda House,
Dhingu Mandir Road Sanjauli, Shimla Himachal
Pradesh, Pin Code 171006.

.....Complainants.

Versus

1. M/s ATS Estates Pvt. Ltd, 711/92, Deepali, Nehru Palace,
New Delhi, Delhi Pin Code-110019.
2. ATS Infrastructure Limited, 711/92, Deepali, Nehru
Palace, New Delhi, Delhi Pin Code-110019.
3. Dynamic Colonizers Pvt. Ltd.,711/92, Deepali, Nehru
Palace, New Delhi, Delhi Pin Code -110019.

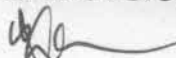
.....Respondents.

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

Present: Mr. Sanjeev Gupta Advocate, for the complainants.
Mr. Hardeep Saini Advocate, for respondents.

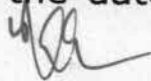
ORDER

Present complaint has been filed by the
complainants, 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,

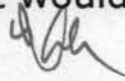


(hereinafter called as the Rules) against the respondents/promoters, seeking compensation and litigation expenses.

2. Brief facts of the complaint are that complainants booked a 3BHK (Type B) apartment, bearing No.6114 (11th Floor, Tower 6) measuring 2300 square feet of super area in the project namely "ATS Golf Meadows Lifestyle" being developed by the respondents. Total sale consideration inclusive of BSP, one basement car parking, maintenance deposit, power back & all other charges, was fixed as Rs.51,80,000/-. Apart from the said sale consideration, no other charges were payable by the complainants. Further, it was assured by the respondents to provide all the facilities as mentioned in the brochure. For booking, an application form was got filled up from the complainants by the respondents and they paid an amount of Rs.10,00,000/- vide cheque dated 25.11.2013. An allotment letter (Annexure C-2) in respect to said apartment was issued to the complainants on 09.01.2014. An agreement of sale (Annexure C-3) in respect of said apartment was also executed between the complainants & respondents on 09.01.2014. A payment plan was duly incorporated in the said agreement. As per clause 14 of the said agreement, respondents were bound to deliver possession of the said apartment, within 36 months from the date of start of the

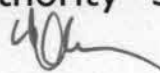


construction. The specifications were duly mentioned in the agreement. That vide separate letter dated 09.01.2014 (Annexure C-4), respondents had informed that construction of the Tower No.6 had started in December 2012 & further demanded an amount of Rs.38,59,974/-. Thus, as per the agreement, respondents were bound to handover the possession of the unit by December 2015. It is further averred that after the execution of the agreement, when the complainants visited the site, they were shocked to see that the construction was stopped by the respondents. After raising some floors, the construction was halted mid way by the respondents, but the complainants continued to pay the demanded amount. Thus, by July 2014, the complainants had already paid an amount of Rs.45,50,130/- out of total sale consideration of Rs.51,80,000/-. As per the payment plan, an amount of Rs.4,29,117/- (inclusive of service tax) was remained to be paid by the complainants apart from the balance amount, which was payable at the time of possession. The respondents vide letter dated 05.02.2015 raised the demand of pending amount (Annexure C-5) along with interest. Since construction was halted at the site, the said pending amount was not paid by the complainants. Thereafter, as agreed between the parties, that balance amount of Rs.8,15,200/- would be payable at the time of possession & no delay period interest would be levied by the

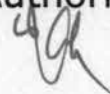


respondents. That the respondents failed to handover the possession by the committed date i.e. December, 2015. Complainants many times asked them to give timeline for delivery of possession, but they also failed to do so. It is further averred that the respondents have failed to complete the construction & consequently have failed to handover the possession within the time frame as mentioned in the Buyer's Agreement. The complainants have not been able to enjoy the property till date, for which they have paid all demanded sale price. That they are entitled for the compensation of Rs.10 lacs on account of financial loss, physical, mental harassment & litigation expenses of Ra.1,50,000/-. Hence, the present complaint.

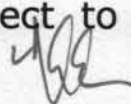
3. Upon service, respondents appeared and contested the complaint by taking preliminary objections that respondent company got its project "ATS GOLF MEADOWS LIFE STYLE" REGISTERED UNDER RERA Punjab vide Registration No.PBRERA-SAS79-PR0007. As per declaration & affidavit submitted by Promoter in compliance of Section 4(2) (1) (C) of 2016 Act in Form B, the completion time of the project, which consists of 15 towers, has been declared to be 9 years from the date of the registration and consequently, the date of completion of the project is 01.09.2026. That the respondent-company wants to bring to the notice of the Authority some relevant



provisions as would be germane to decision of this complaint like Sections 18, 19, 31, 71 & 72 of the Act 2016. The instant complaint is liable to be dismissed on the ground that no cause of action has arisen to the complainants to file the present complaint under the Act, 2016 read with Rules, 2017. As per section 19(3), once complainants are not legally entitled to claim possession till 01.09.2026, consequently, cause of action to seek possession arises only after 01.09.2026. Thus, no cause of action can be said to have arisen to the complainants in any manner, to claim possession, delayed interest and compensation. That delay in handing over the apartment relates to violation of terms of the agreement for sale and it cannot be termed as a violation of the Act, Rules and Regulations. As regards completion schedule given under Section 4 of the Act, the provisions of the Act, Rules and Regulations are put into action to ensure that promoter adheres to that completion schedule. It is further averred that completion of the project depends upon numerous factors, which can be beyond the scope of the Act, like "Force Majeure" factors, default on part of the allottees etc. Even sections 18 & 19 of the Act, while providing measures to compensate an allottee, refers to violation of the agreement for sale and not violation of the Act, Rules and Regulations. That the complainants could not have invoked the jurisdiction of the Authority in respect of



the unit allotted to them, especially in view of the Dispute Resolution Mechanism provided under clause 35 in the Agreement. Thus, complainants have to invoke the Dispute Resolution Mechanism settled between the parties in the agreement to sell and the instant complaint is not maintainable at this stage. That the instant complaint is also liable to be dismissed on the ground that in terms of clause 37 of the Agreement, only the Courts at Noida, Uttar Pradesh shall have exclusive jurisdiction to decide the disputes and differences if any, between the parties with regard to meaning, interpretation, implications and implementation of the Buyer's Agreement. That in reference to the arbitration clause in the agreement, whereby the parties had settled for a dispute resolution mechanism, the complainants should be directed to proceed in accordance with arbitration clause. That there is no clause in the Act 2016, which negates the arbitration clause. The complaint is not maintainable in the present form, besides being misconceived and erroneous. No cause of action has arisen to complainants, to seek compensation for delay. In fact, complainants are investors in the project. Thus, the instant complaint is an abuse of process of law. Further, it is averred that complaint for seeking compensation is not maintainable and same is liable to be dismissed. The handing over of possession was subject to fulfillment of



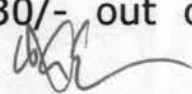
various terms and conditions of buyer's agreement, however, construction got delayed due to non deposit of timely payments by allottees. That complainants are not entitled to any compensation for delay as claimed by them in the complaint. The instant complaint being devoid of any merit is liable to be dismissed. Denying rest of the averments of the complaint, a prayer has been made for dismissal of this complaint, with costs.

4. Rejoinder was not filed by the complainants, however, they orally rebutted the contentions of written reply of the respondents 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 respondents, to which he denied and did not accept the allegations. Thereafter, the complaint was fixed for further enquiry.

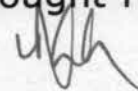
6. I have heard learned representatives of the parties and have gone through the record of this case carefully, with their able assistance. Each party argued it's case on the lines of its pleadings, as detailed in the earlier part of this order.

It is admitted case of the parties that apartment in question, was booked by the complainants, with the respondents. Payment of Rs.45,50,130/- out of the sale



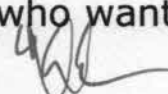
consideration, made by the complainants is also not disputed. However, it is plea of the respondents that the payments were not deposited timely. Execution of Agreement of sale between the parties dated 09.01.2014 is also not disputed. It is stand of the complainants that as per letter dated 09.01.2014 of the respondents, they had informed with regard to the start of construction of Tower No.6 in December 2012 and in this way, possession was to be delivered by December, 2015. On the other hand, it is stand of the respondents that date of completion of the project is 01.09.2026, as pleaded in written reply. Pleas of the respondents that the matter in hand was required to be referred to the Arbitrator as per Agreement, and that this Authority has no jurisdiction to entertain this complaint, that jurisdiction lies at Court Noida UP, as per Agreement of the parties, have already been rejected by the Hon'ble Authority vide order dated 04.09.2024 passed in Complaint of the complainants (GC No.0217 of 2023), copy of this order is available on the record of this complaint. Filing of that complaint and its disposal on 04.09.2024 by the Hon'ble Authority, is also not disputed. This order has not been set aside by any competent authority, till date. So it's findings are binding upon the parties.

In the above said complaint moved before the hon'ble Authority, complainants had sought relief of interest



under Section 18(1) of the Act for every month of delay till the actual date of handing over valid possession of the apartment. This complaint was allowed and complainants have been allowed interest w.e.f 01.07.2016 till the date of actual handing over the valid possession of the apartment to them. In the said order dated 04.09.2024, Hon'ble Authority has specifically held in it's Para No.7 that possession of the apartment was required to be delivered by June 2016, which was not delivered. Accordingly, the complainants have been compensated by way of interest on the ground of delay in delivery of possession of the apartment in dispute, as per provisions of Section 18(1) of the Act.

7. The complainants have come before this Bench through the complaint in hand, seeking compensation under Section 18(1) of the Act, on the same ground of delay in possession of the apartment in question, on account of financial loss, physical, mental harassment, alongwith litigation expenses. On the other hand, it is specific stand of the respondents that the complainants have already been compensated on the ground of delay in possession, by the Hon'ble Authority, vide its order dated 04.09.2024 and the same relief cannot be given to them twice. It is their further plea that as per Section 18(1) of the Act, only that allottee is entitled for compensation, if he opts to withdraw from the project, whereas the another allottee, who wants to continue



with the project is only entitled to interest for the delayed period, which has already been allowed to the complainants, by the Hon'ble Authority. Further that in this way, the present complaint is not maintainable. Keeping in view the pleadings and submissions of both the parties, for proper and effective disposal of this complaint, reference of Section 18 of the Act is very important, which is reproduced as under:-

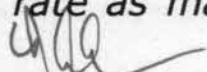
"18.(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, —

(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

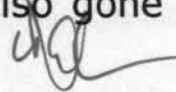
*he shall be liable on demand to the allottees, **in case the allottee wishes to withdraw from the project**, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed 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."*



8. In support of his arguments, learned representative for the complainants relied upon the **Order dated 11.03.2025 passed by learned Adjudicating Officer, Haryana Real Estate Regulatory Authority, Panchkula, in Complaint No.1747 of 2023, titled as Mrs. Harvinder Jaggi etc. Vs TDI Infrastructure Ltd.,** vide which learned Adjudicating Officer granted compensation, in a similar situation, like in the case in hand. He further placed reliance on the judgment delivered by **Hon'ble High Court of Allahabad in U.P Avas Evam Vikas Vs.Dhruv Kumar Chaturvirdi etc., decided on 18.11.2023,** vide which the Hon'ble High Court has held that interest granted by Adjudicating Officer in the shape of compensation, on the ground of delay in delivery of possession, is valid. On the other hand learned representative for the respondents vehemently opposed the submissions of representative of the complainants and submitted that Order/Authority (supra) relied upon by the representative of the complainants, are not applicable to the present case, in any manner. He specifically submitted that Section 18 (1) of the Act does not favour the complainants in any manner. He prayed for dismissal of the complaint.

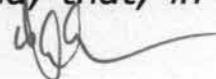
9. I have considered the pleadings, documents and submissions of the parties and have also gone through the



Order/Authority relied upon by the learned representative for the complainants.

Order dated 11.03.2025 has been passed by the Co-ordinate Bench, so it is not binding upon this Bench. However, it deserves to be discussed, as it has been referred to on behalf of the complainants. As per Para No.8, Pages No.11 & 12 of the said order, to strengthen his view, learned Adjudicating Officer Panchkula, has relied upon Para 86 of the judgment delivered by the **Hon'ble Apex Court in Civil Appeal No.(s) 6745-6749 of 2021 titled as M/s New Tech Promoters and Developers Pvt. Ltd. Vs. State of U.P & Ors., decided on 11.11.2021**, which is reproduced as under:-

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the Regulatory Authority and Adjudicating Officer; what finally culls out is that although the Act indicates the distinct expression like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the Regulatory Authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the Adjudicating Officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the Adjudicating Officer as prayed, that, in our view,

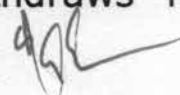


may intend to expand the ambit and scope of the powers and functions of the Adjudicating Officer under Section 71 and that would be against the mandate of the Act 2016."

I have gone through this Para of the judgment of our Hon'ble Apex Court, but it nowhere speaks that the allottee who does not withdraw from the project is also entitled for compensation or that in such a case, Adjudicating Officer has the power to grant compensation/interest. Rather, this Para shows that the jurisdiction to grant interest for delayed delivery of possession, lies with the Authority (RERA). So, with all due regards, undersigned does not agree with this view of the learned Adjudicating Officer.

Rather, recently in **Sanjay Gupta Vs. Parsavnath Developers Ltd. (Complaint No.462 of 2024), decided on 24.02.2026**, learned Adjudicating Officer Panchkula, i.e same Bench by referring Section 18(1) of the Act in Para No.4 of this order, at Page No.13 has opined as under:-

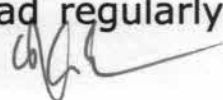
"If above described provision of Section 18(1) is considered for its application, it becomes crystal clear that it speaks about two kinds of allottees; the one who withdraws from the project and another is the one who continues with the project and gets relief of possession. It further makes clear that the intention of legislature is to provide compensation to an allottee, who withdraws from the



project, in the manner provided under Sections 71 & 72 of the Act, 2016, read with Rules 28(2) AND Rule 29 of the HRERA Rules, 2017 i.e the manner provided under the Act, 2016. However, there is no mention of grant of compensation to an allottee, who decides to continue with the project, means the one who gets relief of possession from the Authority, under Section 31 read with Section 35 of the Act, 2016. It is not out of place to mention here that in case of delay in handing over of possession, the allottee is entitled for only interest at the prescribed rate and not "compensation" as the suffix "including compensation" has not been provided by the Act, 2016, which otherwise is mentioned in respect of an allottee in Section 18(1) of the Act, who withdraws from the project. It means, there is no provision made under Section 18 (1) of the Act, to grant compensation to an allottee, who does not withdraw from the project".

Keeping in view the relevant provisions of the law, particularly, Section 18(1) of the Act, I agree with this view of the learned Adjudicating Officer.

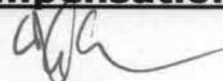
10. So far as **U.P Avas Evam Vikas case (supra)** is concerned, it's facts are totally different from those of the case in hand. As per Paras No.6 to 12 of this citation, complaint was made before the Authority (RERA) to the effect that although the complainant had regularly paid all



the installments, but as per registration booklet, no windows in the flat, no car parking, no sewage and no other facilities were made available to him and **most importantly the possession was delayed.** Alongwith various other objections of the appellant, he also raised objection before the Authority, with regard to the maintainability of the complaint. So authority transferred the said complaint to the Adjudicating Officer under Section 71 of the Act for determination of compensation for delay and other issues etc. The Adjudicating Officer, returned a finding dated 11.02.2021 that there has been a delay in giving possession of the flat. So by assessing the complaint, he directed to the appellant to pay interest as compensation i.e Rs.20,88,000/- for the period of delay i.e 31.08.2025 to 18.08.2017 at the rate of MCLR + 1% pa, within 45 days of passing of the order.

In Para No.42 of this Judgment, Hon'ble High Court has held as under:-

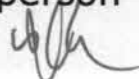
(42) It is no gainsaying that both RERA Authority and Adjudicating Officer operate in different hemisphere, inasmuch as RERA Authority is empowered to grant interest whereas Adjudicating Officer is empowered to adjudge compensation and interest and thus the jurisdiction of **grant of Interest in the form of compensation by the**



Adjudicating Officer for and in place of the RERA of the RERA Authority, cannot be faulted with.

Admittedly, the complaint was transferred by the Authority to the Adjudicating Officer for assessment of the compensation and other issues. Said transfer order was never challenged. Later on, order was passed by the Adjudicating Officer on 11.02.2021 i.e. much prior to the date of decision of **New Tech Judgment (supra)** of our Hon'ble Supreme Court. In Para No.42 of the above said judgment, Hon'ble High Court has clearly held that the interest in the form of compensation by the Adjudicating Officer **for or in place of the RERA Authority**, cannot be faulted with. In that case, interest in the shape of compensation was granted once only that too, for or in place of RERA Authority, by the Adjudicating Officer, as the complaint was transferred to him for its disposal. As per that case, the complainant did not avail the same remedy from the Authority (RERA) seeking interest for delayed period.

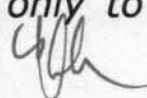
Now coming to the case in hand, the complainants have already been compensated by the Hon'ble Authority through their independent complaint (**bearing No. GC No.0217 of 2023**) vide which, they have been allowed interest on the same ground i.e. delay in delivery of possession. For the same plea, a person cannot be



compensated twice. So the above referred authority of Hon'ble Allahabad High Court, having peculiar and different facts of the case, as compared to the case in hand, is not applicable to the present case. Accordingly, complainants cannot derive any benefit from it.

11. Even Bench of Adjudicating Officer, Haryana Real Estate Regulatory Authority Gurugram, has held in **Navneet Kumar @ Suman Choudhary Vs. BPTP Limited & Countrywide Promoters Pvt. Ltd. (Complaint No.2400 of 2023) vide order dated 29.07.2025** that award of interest in favour of the complainant by the Authority under Section 18(1) of the Act, on the ground of delay in delivery of the possession, was in the form of compensation. He further held that claim of compensation and interest can be allowed only in case the allottee seeks to withdraw from the project. In support of his opinion, the learned Bench relied upon judgment of the **Hon'ble Real Estate Appellate Tribunal Uttar Pradesh titled as "Greater Noida Industrial Development Authority Vs. Ranjan Misra", Appeal 70 of 2023, decided on 20.04.2023 as under:-**

"13.09. If we closely examine the above two provisions, it comes out that in a case where the Allottee exits the project, the Act expressly provides INTEREST AND COMPENSATION both, but in cases where the Allottee tends to stay in the project, the Allottee is only entitled for interest of every month till the handing over of the possession. Thus, the intention of the legislature was to provide Compensation only to those who

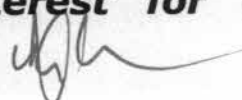


exit the project and not to those who tend to stay in the project."

Keeping in view all these facts and circumstances, it was held that when the complainant has already been compensated on the ground of delay in delivering the possession by the Authority, so for the same cause of action, there is no reason to allow separate compensation for delay in completion of construction by the promoter. In that case, complaint of the complainant **Navneet Kumar etc.** was dismissed.

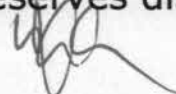
12. Otherwise also, a close scrutiny of Section 18(1) of the Act, leaves no manner of doubt that this section deals with the matters where the project is not completed by the promoter within the stipulated period as per settled terms and conditions, then the allottee has the option to withdraw from the 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 and wants to seek the relief of possession, then the only remedy provided for the default of the promoter in completion of the project, is to get the delayed interest on the paid amount from the stipulated date of possession till the actual date of possession, as per proviso of Section 18(1) of the Act, which runs as under: -

*"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."

13. Now coming to the case in hand, complainants have not withdrawn from the project. Rather, because of the default of the promoter in completion of the project, they have chosen to seek the relief of delayed interest, which has already been allowed to them by the Hon'ble Authority (RERA) in Complaint bearing No.**GC 0217 of 2023, titled as Gautam Manchanda etc. Vs. ATS Estate Pvt. Ltd.,** under Section 18 (1) of the Act, vide order dated 04.09.2024, as detailed in Paras No.6 & 7 of this order. By operation of proviso of Section 18(1) of the Act, the complainant is not entitled to relief of compensation, if he has not opted to withdraw from the project and wants to remain in the project. Our Hon'ble Supreme Court in **M/s New Tech case (supra)** has clearly held in Para No.86 of the judgment that it is the Regulatory Authority, which has the power to deal with the matter qua payment of interest for delayed delivery of possession. Admittedly, this relief has already been availed by the complainants of the present case, so for the same plea/ground they cannot be compensated twice. Keeping in view all these facts and circumstances of the matter in hand, no case is made out for grant of any relief to the complainants, as claimed in the present complaint. So this complaint deserves dismissal.



14. As a result of the above discussion, present complaint filed by the complainants stands dismissed and disposed of, with no order to costs. Copy of this order be sent to the parties, free of cost, under rules. File be consigned to the record room, after necessary compliance, under rules.

Pronounced
Dated:13.03.2026


(Rajinder Singh Rai)
Adjudicating Officer
RERA, Punjab