

**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.AdC No.0006 of 2024

Date of Institution: 05.01.2024

Date of Decision:18.05.2026.

Mrs. Paramjit Singh, R/o Plot No.111, Near Baljit Timber,
Badal Colony,Zirakpur, SAS Nagar (Mohali), Punjab Pin Code
140603.

.....Complainant.

Versus

Manohar Infrastructure & Constructions Private Limited, SCO
139-141, Sector 17, Chandigarh, Pin Code 160017.

..... Respondent.

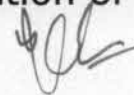
Complaint under Section 31 of the Real Estate
(Regulation and Development) Act 2016.

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Present: Mr. Munish Goel Advocate, for the complainant.
Mr.Manmohan Sharma Advocate, counsel for the
respondent.

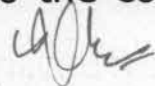
ORDER

Present complaint has 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 37 of the Punjab
State Real Estate (Regulation and Development) Rules 2017,
(hereinafter called as the Rules) against the
respondent/promoter, seeking compensation by way of
interest as well as penal interest, compensation of Rs.20 lacs

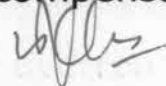


for harassment and mental agony & litigation expenses of Rs.55,000/-.

2. As per case of the complainant, she contacted the respondent for the purchase of residential plot of 500 square yards in the project of the respondent namely "The Palm" at New Chandigarh duly developed in the month of October, 2011, for the purpose of self living. Thereafter, the respondent informed her that total price of the said residential plot, was Rs.92,50,000/-. She duly submitted an application form for booking of plot on 05.10.2011. Thereafter, she deposited a total sum of Rs.92,50,000/- being total price of the plot and also submitted all documents for purchase of residential plot of 500 square yards at "Palm Spring". The Registration No.PS/4159 and Reference No.PSR-40 was allotted in her favour. The respondent further informed the complainant that physical possession of the allotted plot would be given to her within period of 3 years, from the date of application. She duly submitted the application for allotment of plot in the month of October 2011, and as such the respondent was required to give physical possession of the allotted plot after obtaining occupation and completion certificate from the competent authority and also after completing the basic amenities at the site upto October, 2014. Thereafter, the respondent further allotted plot No.552 to the complainant.

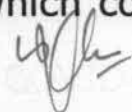


She again contacted the respondent number of times for getting the physical possession of the allotted plot since October 2014, but of no use. However, the respondent informed her, vide letter dated 05.02.2021 that possession of allotted plot would be offered on or before 30th June 2021, but till date, the respondent has failed to do so. Further, complainant has come to know that the respondent has failed to provide basic amenities at the site and even the roads are not constructed. The respondent has also failed to lay down the sewerage system and has further failed to provide water and electricity at the site. Even street lights were not fixed and public parks were not carved out. The complainant issued legal notice dated 31.03.2022 to the respondent. She has further averred that the respondent has utilized money paid by her since last more than 9 years, without providing any fruit of the same to the complainant. The respondent has caused huge mental tension, agony and harassment to the complainant. It is further averred that the complainant is in the need of the residential plot, for her living. She is only interested in getting the actual and physical possession of the allotted plot after the same being fully developed by the respondent and also after obtaining the occupation and completion certificate with regard to the said project. Since the respondent has failed to do all these things, so the complainant is entitled to compensation by

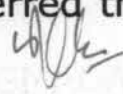


way of interest from the date of payment made to the respondent, till the possession of the plot. She has also sought compensation by way of interest as well as penal interest, on account of delay in possession, compensation of Rs.20 Lakhs and litigation expenses of Rs.55,000/-.Hence, the present complaint.

3. Respondent appeared and filed written reply, taking preliminary objections that the present complaint is not maintainable in the eyes of law, as the same has not been filed as per mandatory provisions of the law. This complaint is barred under the provisions of the Act, for the subject matter in dispute, so this Bench has no jurisdiction to entertain and try the same. That this complaint also deserves dismissal, as the complainant has not come with clean hands and has deliberately concealed the material facts. It has been concealed by the complainant that she had herself shown expression of interest to buy a plot, which was duly honoured by the respondent. But due to COVID-19 and unforeseen circumstances, the dead line of completion of the project had been extended till 31.12.2023.The respondent will hand over possession of plot on or before the time fixed, which will be mentioned in the signed agreement to sell. The present complaint has been filed with ulterior motive to extract money from the respondent, as the complainant had purchased the plot for speculative purpose, which could not

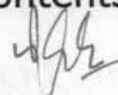


be satisfied because of non delivery of possession due to Covid-19. There are various pronouncements of the Hon'ble Apex Court as well as High Courts, which deal with the issue that the person who approaches the Court, should approach with clean hands and should not suppress facts and documents, which are necessary for just adjudication of the case in fair and honest manner. There are complicated questions of facts and law involved in this case, as per submissions made in the complaint, which are required to be adjudicated by way of regular trial/Civil Suit. The issues raised in this complaint cannot be decided by way of summary proceedings. Further, the complainant has failed to prove on record any deficiency on the part of the respondent. The respondent has been requesting the complainant to execute the Buyer's Agreement, which is required to be executed at least before handing over the possession as contained in terms and conditions of allotment. That the State of Punjab as well as GMADA/PUDA had even regularized hundreds of illegal colonies which had come up in the State of Punjab. The State Government had notified a policy in this regard and by accepting a nominal amount, the illegal colonies were ordered to be regularized. The respondent had paid crores of rupees in the form EDC, CLU and License Fee etc. and their project has been duly approved by the competent authority. It is averred that the



approved by the competent authority. It is averred that the basic sale price of the residential plot was Rs.92,50,000/- excluding development, PLC and other charges. The respondent has denied that complainant has paid an amount of Rs.92,50,000/- as total price of the plot and submitted all the documents for purchase of residential plot of 500 square yards at Palm Spring. The complainant was requested to enter into an agreement to sell a number of times, so that possession of the agreed plot could be given to her. But she always refused to sign the agreement to sell. As per EOI, which has been submitted by the complainant herself, there are development and other charges etc., pending to be paid by her qua the plot, which were to be mentioned in the plot buyer agreement, but she is not willing to sign the agreement. The complainant may be directed to sign the buyer agreement, which is important document, so that both the parties could become bound by the same. The respondent company will be able to hand over the possession of the plot in question, as per terms and conditions of the buyer's agreement, subject to clearance of total pending dues towards the plot. Denying rest of the averments, a prayer has been made for dismissal of this complaint.

4. Rejoinder to the written reply was not filed by the complainant, however, she reiterated the contents of her

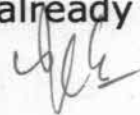


complaint and denied those of the written reply, filed by the respondent.

5. Violations and contraventions contained in the complaint were put to the representative for 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 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.

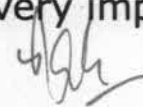
Admitted facts need not to prove. Booking of the residential plot in question, allotment etc. are admitted. Main plea of the complainant is that possession of the plot was not delivered within the prescribed time by the respondent, due to which she has suffered monetary loss, harassment mentally and physically. So she has claimed compensation, interest and litigation expenses through this complaint, as detailed in Para No.2 of this order. On the other hand, as pleaded in written reply of the respondent, the Ld. Representative of the respondent submitted that delay in question was beyond the control of the respondent, as there were 'Force Majeure" and Covid-19 circumstances in the country. That complainant has already been



compensated by the Hon'ble Authority, vide order dated 12.03.2026 passed in Complaint GC No.0460/2022. Copy of this order is available on the record of this case. Through the said complaint, complainant had sought the relief of possession of the allotted plot and interest under Section 18(1) of the Act. Vide this order, Hon'ble Authority (RERA) has allowed amount of interest to the tune of Rs.40,62,000/- on the ground of delay in handing over possession of the plot by the respondent to the complainant. Some other directions have also been given to the respondent, vide the said order. He further submitted that the complainant has already been compensated on the ground of delay in delivery of possession of the plot, so on the same plea, she does not deserve any relief through the complaint in hand, as per provisions of Section 18 of the Act. He lastly prayed for dismissal of this complaint, with costs.

7. I have considered the submissions, pleadings, documents of the parties and have also gone through the order dated 12.03.2026 passed by the Hon'ble Authority (RERA) Pb.with their able assistance.

Complainant has sought relief under Section 18(1) of the Act, so 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. In such like case, 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 allottee 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 she has availed the remedy of claiming interest on the paid amount for the delayed period, before the Hon'ble Authority, vide order dated 12.03.2026, copy of which is available on record of this complaint. In view of the 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 appeals, decided on 11.11.2021, remedy seeking relief of Interest, Refund Amount, lies with the Hon'ble Regulatory Authority (RERA), whereas remedy qua compensation lies with the Adjudicating Officer. Para No.86 of **M/s Newtech Promoters and Developers (supra)** is very much clear on this point, 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 expressions 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.***

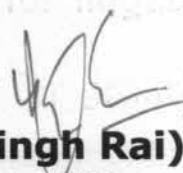
In the case in hand, admittedly, the complainant has chosen to continue with the project, and she has been given the relief of interest on the paid amount due to delay in delivery of possession, by the Hon'ble Authority RERA, Punjab as per Section 18 (1) of the Act, vide order dated 12.03.2026. So she is not entitled to seek compensation under the Act on the same ground, 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. This remedy lies with the Hon'ble Authority as per above said Para No.86 of the judgment **M/s New Tech Promoters & Developers (supra)**. The complainant has already availed this remedy of claiming interest.

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 she is not entitled for compensation, interest, as claimed by her through this complaint. Resultantly, she is also not entitled for litigation expenses. So no case is made out in her favour for granting any relief to her through this complaint. Accordingly, the present 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:18.05.2026


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

18/5/2026