

**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.0078 OF 2024  
Date of Institution:30.05.2024  
Date of Decision:12.05.2026

Gaurav Rajdev S/o Subash Chander Rajdev, # 382, Rotary Public School, Sector 22-A, Industrial Complex Dundahera, Gurgaon, Haryana, Pin Code 122016.

**2<sup>nd</sup> Address**

Resident of House No. 728, Sector 60, SAS Nagar (Mohali), Punjab Pin Code 160059.

.....Complainant

Versus

Bathinda Development Authority, Through its Chief Administrator, The Chief Administrator, Office of Bathinda Development Authority, Bhagu Road, Bathinda, Punjab Pin Code 151001.

.....Respondent

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

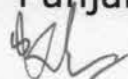
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Present: Mr. Rajpreet Singh Sidhu Advocate, for the complainant.

Mr. Bhupinder Singh and Mr. Balwinder Singh Advocates, for respondent.

**ORDER**

Present complaint has been filed by 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



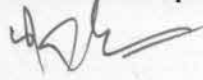
(Regulation and Development) Rules 2017, (hereinafter called as the Rules) against the respondent/promoter, seeking compensation and litigation expenses.

2. Brief facts of this complaint are that the scheme (Annexure A-1) was launched by the respondent on 18.11.2013, which was closed on 17.12.2013 for development of residential plots @ Rs.7000/- per square yard. The complainant applied for 300 square yards plot in general category, in the said scheme, by depositing Rs.2,10,000/- (10% cost). Total cost of plot was Rs.21 lakhs. Then the respondent issued Letter of Intent on 24.03.20<sup>h</sup>14, demanding Rs.3,15,000/- i.e 15% cost within 30 days, which was deposited vide DD.No 853740 dated 09.04.2014 by the complainant. Then the respondent issued Allotment letter dated 06.07.2016 regarding plot no.112 and enhanced the total cost of the plot by 5% to Rs.22,05,000/- being park facing plot. The Respondent demanded further amount of Rs.26,250/- to complete 25% cost of the plot, which was also deposited. That remaining 75% amount was demanded by the respondent in six half yearly installments. First installment of Rs.4,74,075/- was deposited by the complainant. Then respondent issued summary of Ledger Account dated 19.12.2017, calculated up to 01.01.2018. The balance amount of Rs.14,29,429/- was deposited in lump sum vide DD No.532098 dated 06.01.2018 by the

complainant. Then, final balance amount was calculated with rebate of Rs.55,125/- as per policy. The complainant paid the entire amount of Rs.24,54,754/-, which includes cost of plot i.e Rs.22,05,000/- and interest of Rs.2,49,754/- and nothing more was due. Despite making of full payment, the allottee has been deprived of the benefits of a fully developed project, due to negligent approach of the respondent. The respondent had promised to hand over possession of the plot within 18 months from the date of Allotment letter. That respondent has miserably failed to develop the project as basic amenities were not available. Further, other facilities i.e parks, health & educational institutions and commercial facilities etc. have also not been developed. The respondent has also failed to obtain the mandatory completion certificate for the project. The complainant wrote letters, but of no avail. Then respondent issued letter of Possession No.8696 dated 27.12.2017 and handed over the paper/symbolic possession of the plot on 08.01.2018, without completing the project. That father of the Complainant Mr. Subhash Chander Rajdev had earlier filed a consolidated Complaint in this matter, under the Act, wherein he had claimed refund of the deposited amount with interest, along with compensation. The said Complaint bearing AdC No.1247/2019 was accepted by the Hon'ble Adjudicating Officer, RERA, Punjab vide order dated 22.09.2020 Annexure A-10. Against the said order

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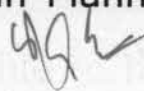
dated 22.09.2020, the respondent had preferred Appeal No.276 before the Hon'ble Real Estate Appellate Tribunal, Punjab. Vide order dated 24.11.2021 (Annexure A-11 ), the Hon'ble Tribunal disposed of the appeal, by granting liberty to the complainant to move application in Form-M seeking refund & interest and in Form-N for compensation, before the competent Authority. Thereafter, the matter was heard by the worthy Chairperson RERA, Punjab and Complaint No.1247/2019 was dismissed by the Hon'ble Chairperson RERA, Punjab vide order dated 10.03.2022 (Annexure P-12). That the said complaint was not decided on merits, but was dismissed being not maintainable since the same was not filed by allottee himself and that the attorney had no locus standi to file the complaint in his own name. The Complaint No.1247/2019 before Adjudicating Officer was dismissed as withdrawn with liberty to file afresh with better particulars vide order dated 26.04.2024, copy of which is (Annexure A-13) and vide order dated 06.05.2024, copy of which is (Annexure A-14), the complaint No.0265/2022 was accepted by Real Estate Regulatory Authority, Punjab, and the respondent was directed to refund the amount of Rs.24,55,754/- along with interest. Complainant has sought exemplary compensation of Rs.5,00,000/- for suffering mental agony, harassment and litigation expenses of Rs.2,50,000/-. Hence, this Complaint.



3. Upon notice, respondent put in appearance and contested the complaint by taking preliminary objections that the present complaint is liable to be dismissed for non-joinder and mis-joinder of necessary parties. The complainant had applied for the plot in question, in the scheme launched by Punjab Urban Planning and Development Authority (PUDA), the Letter of intent and Allotment Letter had also been issued by PUDA, but the complainant has failed to implead PUDA as necessary party and as such, the present complaint is liable to be dismissed. That as admitted by the complainant himself in his complaint that two/three complaints had been filed on the same issue qua the same plot in the same project before the Hon'ble Authority, which had been dismissed. The present complaint for claiming same relief is not maintainable. The declaration given by the complainant in column No.6 of the present complaint to the effect that the matter of this complaint is not pending in any court of law or any authority and has not been decided by any court of law is wrong, which is against the spirit of Punjab RERA Rules, 2017 and as such, the present complaint is liable to be dismissed on this ground also. That obviously the allotment has been made under the provisions of the Punjab Regional and Town Planning & Development Act, 1995. There is a remedy of Appeal and Revision under Section 45 thereof and complainant has failed

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to avail the remedies available to him under the ibid Act and present case deserves dismissal on this ground also. That as per Section 174 of the Act, 1995, orders passed by the State Government or Competent Authority are final and are not to be questioned in any legal proceedings and no civil Court shall have jurisdiction to entertain any suit or proceedings in respect of any matter the cognizance of which can be taken and disposed of by any authority empowered by the Act or Rules or Regulations made thereunder. In view of this position, the Hon'ble Authority lacks jurisdiction to entertain and adjudicate upon the present complaint and is liable to be dismissed. There is an arbitration clause in the letter of allotment to settle disputes or differences arising out of allotment of the site in question. The matter, if required, to be adjudicated shall be referred to the Arbitrator under the provision of Arbitrator and Conciliation Act, 1996. The complainant has failed to avail this alternative remedy and as such, the present complaint is liable to be dismissed on this ground also. That the State of Punjab enacted the Act of 1995, with an intent to develop the land in a planned manner in State of Punjab, making Master Plans/Regional Plans and undertaking Urban Development Authority/Special Urban Planning and Development Authorities/New Town Planning and Development Authorities. That to achieve the said objective of the Act, Punjab Urban Planning & Development



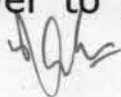
Authority under Section 17 and Bathinda Urban Area Development Authority, under Section 29 of the said Act, were constituted by the Government of Punjab. That Section 43 of the Act empowers the Authority to frame scheme for development of land owned by it or transferred by the Government and disposal of the said land without development on the terms and conditions as determined by the Authority. That in view of the above provisions of the Act, PUDA Authority framed a scheme for allotment of 200 free hold Residential Plots at PUDA ENCLAVE, Mansa. The said scheme remained open for general public from 18.11.2013 to 17.12.2013. The terms and conditions for allotment of plots in the above said scheme were detailed in the brochure for information of the general public and prospective applicants, which are mentioned in Para No.5 of written reply, but the same are not reproduced for the sake of brevity. Further, it is averred that the complainant with his open eyes and after going through the terms and conditions of allotment, applied for a plot measuring 300 square yards in the above said scheme and requisite certificate in this regard was also given by him which is as under:-

*"I have carefully gone through and understood the terms and condition of the scheme applied for, as contained in the brochure and do hereby undertake to abide by the same."*

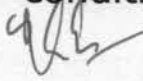


*"I have gone through the contents/terms and conditions of scheme given in the brochure and I have understood the same."*

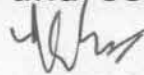
That the complainant having been successful in the draw of lots held on 21.02.2014, Letter of Intent for the allotment of a residential plot measuring 300 square yards was issued by the respondent on 24.03.2014, subject to the condition mentioned therein. Thereafter, the Allotment Letter of Plot No.112 (Park Facing) measuring 300 square yards was issued by the respondent to the complainant on 06.07.2016. The said letter of intention and Allotment Letter alongwith terms and conditions contained therein had been duly accepted by the complainant. As per condition No.3(II) of the Allotment Letter, the complainant was required to pay 75% of the tentative price of the plot either in lump sum with 5% rebate without any interest within 60 days of the issuance of Allotment Letter (excluding date of issue) or in 6 equated half yearly installments (with first installment falling due after one year from the date of issuance of Allotment Letter) alongwith interest @ 12% per annum as indicated in the schedule given in the Allotment Letter. Possession of the plot was to be handed over to the complainant within 18 months from the date of Allotment letter. The Allotment Letter was issued on 06.07.2016 and as such, the possession of the plot was required to be handed over to the complainant on or



before 05.01.2018. The possession was offered to the complainant vide letter dated 27.2.2017, copy of which is Annexure A-9. Moreover, the complainant has already taken the possession of plot on 09.01.2018 from the field staff of PUDA, copy of same is Annexure R-1. The allegation of the complainant that the possession of the plots is being offered without any development of the site is without any substance. The present complaint is totally false, frivolous and misleading. The averment of complainant that there is no development work at the site is without any substance. As per proceedings held on 21.12.2017 under the Chairmanship of Chief Administrator of the Authority, the development works of the site in question has been completed. Apart from this, Divisional Engineer PUDA Bathinda, vide Letter dated 22.11.2017 reported that development works relating to Civil, Public Health, Electricity and Horticulture had been completed. Copies of proceedings dated 21.12.2017 and Letter dated 22.11.2017 and photographs are Annexure R/2 to R/4 respectively. The allotment has been made under the provisions of the Punjab Regional and Town Planning & Development Act, 1995 by PUDA which is a statutory authority established under Section 17 of the said Act, 1995. The completion certificate under PAPRA before handing over/offering possession of the plots in a plotted colony is not mandatory for PUDA. As per condition No.4 (1) of the



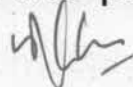
Allotment Letter, possession of the plot is to be offered after completion of development works at the site. The possession was offered on the basis of report of completion of development works as stated in Para No.10 of the reply. Otherwise also, there is no such condition in the Allotment Letter that possession shall be offered after obtaining of completion certificate nor there is any provision in the Act of 1995 under which the allotment in question has been made. Further, it is averred that the possession of the plot has been offered vide letter dated 27.12.2017 (copy of which is Annexure R/9) was symbolic possession without completing the project, has been denied. In fact, the complainant has admitted that possession had been taken by the complainant on 08.01.2018. In fact, most of the allottees applied for the plots with the sole purpose of investment and due to slow down of the real estate market and are seeking refund of money deposited by them alongwith interest, which is unjust enrichment at the cost of the public exchequer. Further, assertion of complainant that the basic amenities like water, sewerage etc., are not available at the site, is also without any substance. In fact, the complainant was required to get the building plan sanctioned and then to apply for water connection, but he never applied for sanction of the building plan and water connection, then how he can assert that basic amenities like water, electricity and sewerage etc., are not



available at the site. The grounds on which the present complaint has been filed, are the similar and identical as taken in the Complaint No.GC 0265 of 2022, which has been decided the RERA Authority vide order dated 06.05.2024 and the respondent had been directed to refund the amount of Rs.24,55,754/- alongwith interest @ 8.85%+2% (10.85%). As such, once the relief of refund has already been granted by the Authority vide order dated 06.05.2024 (Annexure A-14), no further relief as is being claimed by the complainant, can be granted to him. It is settled principle of law that nobody can be punished twice for the same offence. There is again repetition of Sections 45 and 174 of the Act of 1995 and Arbitration clause in the Allotment letter. Denying rest of the averments of the complaint, it has been prayed that the same may be dismissed, being frivolous and devoid of any merit.

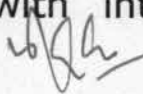
4. Rejoinder to the written reply was not filed by the complainant, however, he orally rebutted the pleadings of the respondent and reiterated the contents of his complaint, at every stage of the proceedings in this case.

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, enquiry was proceeded further.

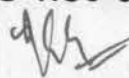


6. I have heard the representatives of the parties, who addressed the arguments on the lines of their pleadings/submissions, as summarised in the earlier part of this order. Each party reiterated its stand as contained in its pleadings. I have also carefully gone through the case file, with their able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

It is admitted case of the parties that the scheme of free hold residential plots was launched in the year 2013 by respondent. It is also admitted that complainant had applied for a plot of 300 square yards and had deposited the entire amount of Rs.24,54,754/-. Possession of the plot was to be delivered within 18 months from the date of allotment. As per case of the complainant, nothing has been done by the respondent at the spot, so the complainant had moved the Hon'ble Authority RERA for seeking refund etc. Present complaint has been moved by him seeking compensation etc., on the basis of his mental agony, harassment etc. On the other hand, respondent has raised so many legal objections as detailed in Para No.3 of this order. Similar objections were also raised by respondent in the complaint of the complainant moved before the Hon'ble Authority, seeking refund etc. Vide order dated 06.05.2024 passed in that complaint, (No.0265 of 2022 titled as Guarav Rajdev Vs Bathinda Development Authority), the complainant was allowed the refund alongwith interest by the Hon'ble



Authority. Copy of this order dated 06.05.2024 is available on the record of this complaint. It's perusal shows that similar pleas/ stand were taken by both the parties in this complaint. Plea of the respondent with regard to arbitration clause, has been set aside by the Hon'ble Authority, by holding that our Hon'ble Supreme Court has held in **Emaar MGF Land vs. Aftab Singh (Civil Appeals No.23512-23513 of 2017)** has held that mere presence of an Arbitration Clause, does not preclude the jurisdiction of this Authority. Similarly other plea of the respondent that the complainant could not avail remedy through the RERD Act, has also been dismissed by the Hon'ble Authority. Even PUDA was not made party in the said complaint before the Hon'ble Authority. In the said order dated 06.05.2024 while allowing the refund amount of Rs.24,54,754/- in favour of the complainant, Hon'ble Authority has specifically held that the project of respondent was not complete and possession of the plot in favour of the complainant, was not proper and legal. It was further specifically held that the said project can be treated as an ongoing project, in which development works are still not complete. So request of the complainant to withdraw from the said project, alongwith relief of refund of his amount with interest, was allowed in the terms of Section 18 (1) of the Act. The said order dated 06.05.2024 passed by the Hon'ble Authority is not disputed, rather it is



admitted by both the parties and the same has not been set aside till date, by any competent authority. So both parties are bound by it's findings, from which it is crystal clear that the complainant has withdrawn from the project of the respondent, in the eyes of Section 18(1) of the Act. Relief has been claimed by the complainant under Section 18(1) of the Act and while granting the relief under this provision, this Forum has to keep in mind the provisions of Section 72 of the Act. So for the proper and effective disposal of this complaint, perusal of both these Sections is necessary, which 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*

*chsl*

*handing over of the possession, at such rate as may be prescribed".*

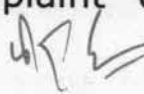
**72. Factors to be taken into account by the adjudicating officer:** while adjudging the quantum of compensation or interest, as the case may be, under section 71, the adjudicating officer shall have due regard to the following factors, namely:—

- (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.

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 that situation, 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. Section 72 has given scope of considering other factors, which are considered necessary in

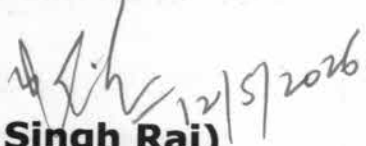
furtherance of justice, while granting compensation under Section 18 (1) of the Act.

7. Now coming to the case in hand, it is crystal clear that the complainant has withdrawn from the project of the respondent. Respondent could not hand over possession of the booked flat in favour of the complainant, as per settled terms and conditions, in the eyes of law. Relief of refund of the deposited amount alongwith interest has already been granted to the complainant the Hon'ble Authority vide order dated 11.02.2025. So certainly complainant is entitled for compensation, as on account said long delay of about 8 years, he has suffered harassment, mental agony etc., and has to incur expenses to initiate this litigation for claiming his right. Keeping in view these entire facts and circumstances and keeping into account the amount paid by the complainant, with regard to purchase of the plot in dispute and the duration for which the possession has been delayed, an amount of Rs.1,50,000/- is assessed as compensation in lump sum by approximation. Apart from this, the complainant had to pursue this litigation by engaging the advocate and by 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.30,000/-. Accordingly, 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.1,80,000/- i.e (Rs.1,50,000/- compensation + Rs.30,000/- litigation expenses) from the respondent. Accordingly, respondent is directed to pay this amount to the complainant within 90 days from the date of this order. 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:12.05.2026**

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