



## Real Estate Regulatory Authority, Punjab

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

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

- |  |    |   |
|--|----|---|
| 1. Complaint No.                                 | :- | AdCNo.1657 of 2020URBFTR-AUTH 0062 of 2024  |
| 2. Name &Address of the Complainant              | :- | Sh. Nand Kishore Kalsi S/o Late Sh. Dharam Pal,<br>House No. HIG 685, Phase 9,<br>SAS Nagar Mohali.   |
| 3. Name & Address of the Respondents             | :- | 1. Tricity Media Cooperative House Building Society, SCO No.545, Sector 70, Sahibzada Ajit Singh Nagar(Mohali).<br>2. S. Meetinder Singh, SCO No.545, Sector 70, Sahibzada Ajit Singh Nagar(Mohali).<br>3. Mr. Arvind Jagga, SCO No.545, Sector 70, Sahibzada Ajit Singh Nagar(Mohali).<br>4. Geetu Construction Private Limited, Village Landra, Sector 113, Sahibzada Ajit Singh Nagar(Mohali). |
| 4. Date of filing of Execution Application       | :- | 16.07.2020 read with misc. application No.05/2023 & subsequent order dated 19.6.2024 passed by Ld. Adjudicating Officer, RERA Punjab.   |
| 5. Name of Counsel for the complainant, if any.  | :- | Sh. J.S. Kang, Advocate& Complainant  |
| 6. Name of Counsel for the respondent, if any.   | :- | None for the respondents No. 1, 2 & 3<br>Sh. Pranav Goyal for respondent No.4   |
| 7. Section and Rules under which order is passed | :- | Section 31(1) of the RERD Act, 2016   |
| 8. Date of Order                                 | :- | <b>28.01.2026</b>   |

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

In the present complaint, the Ld. Adjudicating Officer, RERA Punjab vide order dated 13.08.2021 passed in Complaint AdC No.1657 of 2020UR had adjudicated the issue wherein it was held that the respondents are liable to refund the amount of Rs.30,75,000/- along-with the interest at the prescribed rate to the complainant. The Ld. Adjudicating Officer also held that the complainant is entitled for compensation under the heads i.e. mental agony, litigation expenses to the tune of Rs.75,000/-. Para 24 of the said order being relevant is reproduced as under:-



*"24. As respondent no.4- Geetu Constructions Private Limited was engaged for development of the project land was purchased through the said respondent and all the permissions/ sanctions/ approvals in the joint names i.e.*



*respondent no.1- society and respondent no.4 M/s Geetu Constructions Pvt. Ltd. which is clear from letter dated 4.5.2012 whereby CLU had been issued by PUDA, Mohali. Both the respondents no.1 and 4 were also privy to the documents and the development work was to be carried out by the respondent no.4, both the respondents are liable for liability arising out of the project in question."*

2. The respondent no.4 moved a miscellaneous application no.05/2023 for setting aside the said dated 06.11.2020 and to contest the complaint on merits. The Ld. Adjudicating Officer, RERA Punjab vide order dated 19.06.2024 passed in Complaint No AdC No.1657/2020 dated 19.06.2024 set aside the order dated 06.11.2020 for **granting an opportunity to contest the case on merits qua respondent no.4 only**. Thereafter, the proceedings took place before the Ld. Adjudicating Officer, duly represented by the complainant and respondent no.4. The Ld Adjudicating Officer noticed the Hon'ble Supreme Court's judgment passed in Appeal No. 6745-6749 of 2021 titled M/s Newtech Promoters and Developers Pvt. Ltd. Vs State of UP & others and came to the conclusion that the present complaint in respect of relief qua respondent no.4, for refund and interest is to be decided by the Hon'ble Regulatory Authority & the relief qua for compensation is to be adjudicated by the Adjudicating Officer. Accordingly, the complaint was segregated and the present complaint case relief qua refund and interest came to this Authority.

3. This complaint has been filed by the complainant, Sh. Nand Kishore Kalsi against respondents Tricity Media Cooperative House Building Society, its President, Sh. Meetinder Singh & Secretary, Sh. Arvind Jagga and the developer, M/s Geetu Constructions Pvt. Ltd. under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") seeking refund, interest and compensation etc. It is the case of the complainant that the respondent No.1 M/s Tricity Media Co-operative House Building Society is registered under the Punjab Cooperative Societies Act, 1961 vide registration no.81/2010 on 22.11.2010, supported by its Bye-Laws for construction of houses or housing complex etc. The respondent society invited applications for allotment of plots through a letter duly signed by the President & Member Managing Committee of the respondent society, containing terms and conditions issued to its members. The respondent society informed its members that residential complex having approximately 250 plots of various sizes i.e. 200,250, 300 and 500 Sq. yards was





to be carved out and tentative cost of the plot was fixed at Rs.9000/- per sq. yard+ Rs.2000/- to 2500/- as development charges. The complainant opted for allotment of 300 sq. yard plot and submitted application along-with cheque dated 28.1.2011 for Rs.1,25,000/-on the basis of which he was allotted share certificate No. 0049 having distinctive no. 0161-0165 (5 No. of shares) & value of Rs.100/- each under the signature of the President, Secretary & Cashier and the common seal of respondent no.1 on 14.09.2011. This certificate also certifies as under:-

*The holder of this certificate is entitled to ownership of one plot measuring 300 sq. yards in sector 113, SAS Nagar (Mohali).*

4. The complainant deposited full land cost of plot and substantial amount of development charges totaling to Rs.30,75,000/- during the period 28.1.2011 to 10.7.2013 as detailed in his complaint. The respondent society vide letter dated 3.7.2013 intimated that major approvals from government authorities concerned for Housing projects in sector 113, Mohali has been obtained. It includes Change of Land Use- CLU dated 04.05.2012, promoter license dated 16.07.2012 & letter of intent for setting up a residential colony issued by GMADA dated 17.06.2013 in favour of respondent society and promoter M/s Geetu Construction Pvt. Ltd. The respondent society also intimated that promoter license had been granted on 16.7.2012 and letter of intent for setting up of residential colony had been issued by the GMADA vide letter dated 17.6.2013. The President of the respondent society vide letter dated 14.7.2013 assured the members that infrastructure development would be started at the site soon and plot would be allotted to the members of the respondent society by 31.12.2013. The respondent society intimated vide letter dated 1.11.2014 to the complainant that developed plots of first phase shall be delivered by 31.3.2015, but despite visiting the office of the respondent society many times and sending written communications vide letters dated 04.11.2019, 21.01.2020 & 24.2.2020 either for allotment of plot or to refund the entire amount deposited by the complainant with interest, the respondent society neither allotted/ & gave possession of the plot nor refunded the amount to the complainant. The respondent, instead of allotting the plot, distributed blank options form to its members for getting their option either to take immediate possession of the flat from other projects of respondent no.4-builder in Tricity or possession of stilt plus four storey type floors in





Sector 113 for which the construction work would start immediately or refund of the amount paid to the society by way of one fourth amount immediately and remaining amount in three months through cheques. Hence the complainant came with present complaint.

5. The case was fixed for 10.09.2024. Sh. Pranav Goyal, Advocate, appeared for respondent No.4 i.e. M/s Geetu Construction Pvt. Ltd., submitted his power of attorney and sought time to submit his reply. The case was fixed for 20.11.2024. On 20.11.2024, Sh. Naveen Kumar, Advocate appeared for respondent no.4 and sought one more opportunity. The case was fixed for hearing on 10.12.2024. On 10.12.2024, neither the respondent no. 4 through authorized representative nor its advocate attended the proceeding. On 10.12.2024, one more and the last opportunity was granted for 14.01.2025. On 14.01.2025, Ms. Manjit Kaur attended the proceedings on behalf of respondent no.4 and sought one more opportunity to file reply. On the said date, the Authority noted that the respond no. 4 is delaying the matter deliberately and a cost of Rs.10,000 was imposed on respondent no.4 to be paid to the complainant on the next date of hearing for delaying the proceedings of the matter. The scanned copy of the said record of proceedings dated 14.01.2025 reads as under:-

Records of proceedings 14.01.2025



**Real Estate Regulatory Authority, Punjab**  
First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh - 160018  
**Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.**  
Phone No. 0172-5139800, email id: [rschairrera@punjab.gov.in](mailto:rschairrera@punjab.gov.in) & [pachairrera@punjab.gov.in](mailto:pachairrera@punjab.gov.in)

**AdCNo16572020URBFTR-  
AUTH00622024**

**NAND KISHORE KALSI  
Vs.**

**1. TRICITY MEDIA COOPERATIVE HOUSE BUILDING SOCIETY, MOHALI,  
2. MEETINDER SINGH, PRESIDENT, 3. ARVIND JAGGA, SECRETARY,  
4. GEETU CONSTRUCTIONS PRIVATE LIMITED**

**Present:** Complainant in person.  
Ms. Manjit Kaur, Advocate for respondent no. 4.

Today, the matter was listed for filing of reply. However, Ms. Manjit Kaur, Ld. Counsel for respondent no. 4 sought one more opportunity to file its reply, although on the last date of hearing, last and final opportunity had already been given to respondent no. 4 to file its reply on or before 31.12.2024. For ready reference order passed on the last date of hearing is reproduced hereunder:-

**\*Present:** Complainant in person.  
None for respondent no. 4.

The complainant submitted that he had paid full and final payment to Respondent no. 1 and thereafter the respondent no. 1 engaged Respondent no. 4 i.e. Geetu Constructions Pvt. Ltd. for development of the plot. Till date nothing has been done by the respondents despite receipt of full and final payment. The complainant filed its complaint on 16.07.2020 which was decided on 13.08.2021 by the Adjudicating Officer of this Authority whereby respondents no. 1 and 4 was directed to pay amount of Rs.30,75,000/- alongwith interest as they were jointly liable arising out of the project in question.

Further, the complainant states that the above order was set aside by the Adjudicating Officer vide Interim Order dated 09.06.2024 as it was ex parte against respondent no. 4. The case was fixed for hearing on 05.08.2024, however, neither any reply nor anyone has come present for attending the proceedings on that day due to which the matter was adjourned for 10.09.2024. On 10.09.2024 Sh. Pranav Goyal, Advocate attended the proceedings for respondent no. 4 and sought time to file the reply. Accordingly, the case was fixed on 20.11.2024 and Sh. Naveen Kumar, Advocate for respondent no. 4 attended the proceedings and requested one more opportunity to file its reply, to which the matter was adjourned for 10.12.2024. Nobody is present on 10.12.2024 on behalf of respondent no. 4.

The complainant further stated that respondent no. 4 is deliberately trying to delay the matter and is buying time on one or another grounds. Perusal of the file reveals that the present complaint was filed on 16.07.2020 and the final order was passed on 13.08.2021 even after that ex parte order has been set aside against respondent no. 4 only. The complainant further stated that order dated 13.08.2021 still stands valid against respondent no. 1 as the order dated 13.08.2021 is partly set aside and respondent no. 1 is still liable to make payment as it is joint and several liability on respondent no. 1 & respondent. 4.





Records of proceedings 14.01.2025

In the interest of justice, last and final opportunity is hereby given to the respondent with direction to file its reply on or before 31.12.2024 to this Authority through registered post/speed post/reputed courier or submit by hand at the receipt counter of this Authority. Further, a copy of the reply is to be sent to the complainant by speed post and e-mail at the address given in the complaint. In case of non-filing of reply or non-appearance in the matter, the matter will be decided on basis of the documents available on record and respondent no.4 right to file reply in the present matter will be struck off.

The reply is to be filed on or before 31.12.2024. In case of failure to file the reply by hand/speed post/email as directed, it may be filed on the next working day and so one till the date of next hearing explaining the reasons of delay for each day. The reply being filed on the receipt counter should clearly mention the Complaint Number, Name of the Bench and full particulars of the respondents and name of case. Further, it should be duly verified as per the sample proforma given below:-

## "VERIFICATION:-"

I, \_\_\_\_\_ s/o \_\_\_\_\_ aged \_\_\_\_\_ r/o \_\_\_\_\_ as (in the capacity of \_\_\_\_\_ of the respondent company, do hereby verify that the above information submitted is true & correct to the best of my knowledge & belief.

(NAME: \_\_\_\_\_)  
Authorized Signatory  
Address: \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
Email: \_\_\_\_\_  
Aadhar Card No. \_\_\_\_\_ ]"

The complainant may file the rejoinder at the earliest at the receipt counter after receiving the reply. Next date of hearing is 14.01.2025 at 10.30 am for filing of reply and examining other facts of the case. Reminder be issued to respondent no. 4.

Registry is directed to serve a copy of this order upon the both the parties through post as well as through email for their information and necessary compliances.

The above order dated 10.12.2024 was also sent to the Ld. Counsel for respondent no.4 by email which is not bounced back but notice issued to respondent no. 4 sent by post has been received back with report "address could not be located" and, earlier on this address, notice was served. It appears that after getting the order set-aside against respondent no. 4, it is delaying the matter deliberately. Also, there is neither any communication address of respondent no. 4 on the Power of Attorney filed on 09.09.2024 nor there is any Resolution passed by the Board of Directors of respondent no. 4 authorizing the Counsel to appear on its behalf. Therefore, the copy of this Order is to be sent to all the 4 persons who were/is Directors/Partners/Authorised Signatory of the respondent no. 4 firm, as per records obtained from project file. A cost of Rs.10,000/- is hereby imposed upon respondent no. 4 to be paid to the complainant on the next date of hearing for delaying the proceedings of the matter.

Records of proceedings 14.01.2025

Further respondent is directed to file its reply on or before 04.02.2025 to this Authority through registered post/speed post/reputed courier or by hand at the "Receipt Counter" of this Authority.

The reply is to be filed on or before 04.02.2025. In case of failure to file the reply by hand/speed post/email as directed, it may be filed on the next working day and so on till the next date of hearing explaining the reasons of delay for each day. The reply being filed on the "Receipt Counter" should clearly mention the Complaint Number, Name of the Bench, full particulars of the respondents, name of the case and on whose behalf it is being filed. Further, it should be duly indexed and verified as per the sample proforma given below:-

## "VERIFICATION:-"

I, \_\_\_\_\_ s/o \_\_\_\_\_ aged \_\_\_\_\_ r/o \_\_\_\_\_ as (in the capacity of \_\_\_\_\_ of the respondent company, do hereby verify that the above information submitted is true & correct to the best of my knowledge & belief.

(NAME: \_\_\_\_\_)  
Authorized Signatory  
Address: \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
Email: \_\_\_\_\_  
Aadhar Card No. \_\_\_\_\_ ]"

The copy of the reply is to be sent to the complainant by speed post and email at the address given in the complaint. The complainant can also file its replication to the reply, if deemed necessary.

Further, Ms. Manjit Kaur, Ld. Counsel for respondent no. 4 is hereby directed to file latest complete address of respondent no. 4 alongwith contact number, name, address, communication address, aadhar card of the concerned person/authorized person who has given the Power of Attorney in favour of the Counsel.

Next date of hearing is 11.02.2025 at 10.30 am for filing of reply and examining other facts of the case.

A copy of this order be sent to all the four respondents through post as well as through email to them alongwith their counsels for their information and further necessary action.

Chandigarh  
Dated: 14.01.2025

(Rakesh Kumar Goyal),  
Chairman,  
RERA, Punjab

- copy of reply received from respondent no. 4 with date no. 28.1.25 at 11/1/25
- copy of order sent to all the respondents and complainant through post and email. Report attached.
- As directed vide order dt. 14/1/25 - copy of order sent to all the 4 persons of respondent no. 4 firm delivered to Pardeep Kumar, Ajay Singh and undelivered to Nishpal Singh, Shalini Singh and Amayik Singh. Report attached 20/1/25

6. In consequence to the cost imposed on the respondent no.4, the respondent no.4 filed a reply on 03.02.2025 [total 10 Pages including A-1 (Authorization to sign reply) & A-2





(Interim Stay Order dated 0508.2024 passed by Hon'ble High Court in the case of Tricity Media Co-op. Vs. National Consumer Disputes Redressal Commission & other)]duly signed by Sh. Pardeep Kumar Director & Authorized Signatory of respondent no.4. On 11.02.2025, Sh. Naveen Kumar, proxy advocate for respondent no.4 attended. The complainant sought time to file rejoinder to the reply filed by the respondent no.4. The cost of Rs.10,000/- imposed on 14.01.2025 was not paid. The respondent no.4 was directed to pay the cost within 3 working days. The case was adjourned to 07.04.2025. On 07.04.2025, the complainant filed rejoinder and the copy of the same was handed over to Ms. Manjit Kaur, Advocate for respondent no.4. The case was fixed for arguments for 30.06.2025. On 30.06.2025, none attended on behalf of respondent no.4. Thereafter a number of opportunities were given to respondent no.4 by fixing the case for hearing/arguments on 19.08.2025, 30.09.2025, 03.11.2025, 09.12.2025 & 12.01.2026. Thereafter the respondent no. 4 never attended/responded. The complainant attended every proceeding. It is apparent that the respondent no.4 has been given ample and sufficient opportunities to present/ contest its case.

7. The respondent no.4 in its reply dated nil & filed on 03.02.2025 has questioned the *locus standi* of the present application. According to the respondent no.4, the complainant no.4 has not booked a plot in any of its residential project and there is no privity of contact between complainant and him. According to it, the complainant is not allottee of the respondent no. 4 within definition of allottee under Real Estate (Regulation and Development) Act. The argument however is without merit inasmuch as the provisions of Act are applicable to the cooperative societies registered under the law relating to the Cooperative Societies. Under Section 2(d) of the Act 'allottee' has been defined which runs as under: -

*"2 (d) 'allottee' in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent."*

Under Section 2(zg) of the Act 'Person' has been defined which runs as under: -

(zg) "Person" includes, —  
(i) an individual;





- (ii) *Hindu undivided family;*
- (iii) *a company;*
- (iv) *a firm under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008, as the case may be;*
- (v) *a competent authority;*
- (vi) *an association of persons or a body of individuals whether incorporated or not;*
- (vii) *a co-operative society registered under any law relating to co-operative societies;*
- (viii) *any such other entity as the appropriate Government may, by notification, specify in this behalf."*

Moreover, u/s 2(zk) of the Act 'Promoter' has been defined which runs as under:

"2 ((zk) "promoter" means, —

- (i) *a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or*
- (ii) *a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or*
- (iii) *any development authority or any other public body in respect of allottees of—*
  - (a) *buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or*
  - (b) *plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or*
- (iv) *an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its members or in respect of the allottees of such apartments or buildings; or*
- (v) *any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or*
- (iv) *such other person who constructs any building or apartment for sale to the general public.*

*Explanation. —For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;"*

8. As per admitted facts on record, the complainant applied for membership of the respondent society and he was issued registration certificate/share certificate and in the share certificate itself, it is mentioned that the holder of the certificate is entitled to ownership of one plot measuring 300 sq. yards in Sector 113, SAS Nagar (Mohali). The complainant also falls within the definition of allottee under the Act as noticed & detailed above. Even the respondent being cooperative society falls within the definition of





promoter under the Act as noticed above. The person mentioned in the definition of 'Promoter' under Section 2(zk(i) and Section 2(zg) (vii) includes a cooperative society registered under any law relating to cooperative societies as quoted above. The definition of the term "promoter" under Section 2(zk) of the RERA Act is wide enough to include every person who is associated with the construction of the building such as builder, colonizer, contractor, developer, estate developer or by any other name or even the one who claims to be acting as the holder of a power of attorney from the owner of the land. Even a person who is merely an investor in the project along with the promoter and who is entitled to benefit in the real estate project is also covered by the definition of the term "promoter". A person who does not actually construct or causes to be constructed a building but merely takes part in the joint venture and sells flats, becomes a promoter. Therefore, the complaint is certainly maintainable under the provisions of the Act as the complainant falls within the definition of allottee and respondents falls within the definition of promoters as per relevant provisions of the Act and the dispute between the parties being in connection with non-delivery of possession of the plot in violation of the Act.

9. Another argument taken by the respondent no.4 was that the present complaint was not maintainable under the provisions of the Act as respondent no.1-society was registered under the Punjab Cooperative Societies Act, 1961 and specific remedy is available to the present complainant for approaching the Registrar of the Cooperative Societies under the said Act. On the other hand, counsel for the complainant submitted that even if some remedy is available to the complainant under the Punjab Cooperative Act, 1961 then also the remedy available under this Act is available to the complainant in addition to the said remedy including those made available under any special statutes. The availability of an alternate remedy is no bar in entertaining a complaint under the Act. Reliance was placed upon the judgment of the Hon'ble Apex Court in **Imperia Structures Limited Vs. Anil Patni and another (2020) 10 Supreme Court Cases 783**. So far as the question of remedy under the provisions of the Punjab Cooperative Act, 1961 being available to the complainant is concerned we find that relevant provisions of Sections 88 and 89 of the Act are attracted to the facts of the present complaint and are being quoted in extenso as under: -





*"88. The provisions of this Act shall be in addition to and not in derogation of, the provisions of any other law for the time being in force.*

*89. The provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force."*

10. A bare perusal of these two Sections leads to the only inference that even if some remedy is available to the complainant under the Punjab Cooperative Act, 1961, the remedy available to the complainants under the Act still subsists as it is in addition to remedy available before any other forums. The Hon'ble Apex Court in **Imperia Structures Limited's case (supra)** while relying upon the judgment of Hon'ble Apex Court in **Virender Jain Vs. Alaknanda Cooperative Group Housing Society Limited and others (2013) 9 Supreme Court Cases 383** wherein the issue was whether complaint of members of the Cooperative Society with regard to termination of their membership and refund of amount deposited for allotment of flat was maintainable before District Consumer Dispute Redressal Forum or only remedy available with them was to file a petition under the Cooperative Societies Act. The Hon'ble Apex held as under: -

*"It has consistently been held by this Court that the remedies available under the provisions of the CP Act are additional remedies over and above the other remedies including those made available under any special statutes; and that the availability of an alternate remedy is no bar in entertaining a complaint under the CP Act."*

The argument is accordingly rejected.

11. The respondent no.4 had alleged that all the demand letters and alleged payments have been paid to respondent no.1 society only. The respondent no.4 has not received any payment/ deposits from the complainant and has not allotted any particular plot to any individual. No communication has taken place between the complainant and respondent no.4. The respondent no. 4 was engaged for development of the project only by the respondent no.1. The respondent No.4 was engaged for facilitating the requisite permissions, construction and development of residential housing project. Though as detailed above, the developer also comes within the definition of the promoter as detailed in the foregone para, the complainant has filed an umpteen number of documents whereas the respondent no.4 failed to furnish a single document in its favour. The letter dated 04.05.2012 from Senior Town Planner PUDA





regarding change of land use is addressed to respondent no4 & no1. Para 3 of the said letter reads as under:-

*"The change of land use shall be in hands of Ms Geetu Construction Pvt. Ltd. & M/s Tri City Media Cooperative House Building Society Ltd., Vill. Landran (h.B. No..37), Sector 113, S.A.S. Nagar and they shall deposit EDC/ License/Permission Fee and all other charges levied or to be levied by the Housing and Urban Development Department."*

The license to set up a residential colony has also been issued exclusively to respondent no.4 only vide GMADA Mohali's letter bearing Memo No. GMADA/DTP/2013/1235-1243 dated 17.6.13.

12. The RERA Act was introduced to regulate and promote the real estate sector and to ensure sale of plot, flat etc. in an efficient and transparent manner while protecting the interest of allottees and providing an adjudicatory mechanism for speedy dispute redressal. It is a salutary principle of interpretation of statutes that an Act must be looked at as a whole. It is observed that under the RERA Act, there is no distinction between the developer, landowner, investor, development/ project manager, joint venture partner, etc., when it comes to the liability of the "Promoter" towards the allottees and all such promoters are jointly liable for their obligations. Absence of a privity of contract has no relevance when it comes to obligations/duties under a statute. Section 18 of the RERA Act cannot be narrowly interpreted to include only that promoter who had actually received the amount. Such narrow interpretation would give a license to the developers to deliberately accept payments in the accounts of one of the promoters and then escape the liability to refund or pay interest to the allottees under the specious plea that the other promoters are not liable in respect of those payments. The society and developers who participate in a development of project by contributing their land/funds must make informed decisions about the possibility of them becoming liable to plot/ flat purchasers/allottees in case of defaults by the promoters who is actually undertaking the construction/development, including but not limited to delay in completion of the project, the project getting stalled, etc. There have been instances wherein the responsibilities of development managers have been blurred, allowing them to assume the role of promoters in the garb of being development managers. In light of this, the judgment of the Maharashtra Real Estate Regulatory





Authority, ("**MahaRERA**") pronounced on March 5, 2021 in Gauri Thatte & ors. vs. Nirmal Developers & ors. ("Order"), marks an important development. By interpreting the definition of 'promoter' under Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**"), Maha RERA included a development manager appointed under a DMA (Direct Marketing Agent) within the definition of 'promoter' for the purpose of refund of principal amounts along with interest to the flat purchasers for the delay in construction and possession of their flats under Section 12 of RERA. Maha RERA also directed the development manager to be added as a 'promoter' on the webpage of the project.

13. In view of above discussed facts and circumstances of the case and the project under consideration now, got delayed solely due to negligent action on the part of the respondents in not delivering the possession of the plot in question within the stipulated period, the case squarely falls within the definition of Section 18 of the Act which runs 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) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, 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."*

14. In view of the above discussion, the respondent no.4 is held to be jointly and severally liable as promoter for refund of principal amount and interest thereon @ 09.30% till the realization of the payment.

15. The respondents no.1, 2, 3 and 4 were jointly and severally liable to pay the above said amount to the complainant within sixty days from the date of this order. In case, any amount has already been received by the complainant from the respondent(s) in this matter shall stand adjusted against the above said amount.





16. The Secretary of the Real Estate Regulatory Authority, Punjab is hereby directed to enforce the recovery of Land Revenue as determined vide execution order bearing Memo No. RERA/Pb/2022/Legal/7886 dated 08.08.2022 by the Secretary, RERA Punjab. The complainant and promoters (respondents no.1 to 4) are directed to inform the Secretary of this Authority for any payment effected in compliance with the recovery certificate or call it back after it is fully satisfied and update the data of this Authority with the said transaction of payment.

Chandigarh  
Dated: 28.01.2026



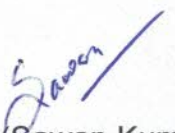
  
(Rakesh Kumar Goyal),  
Chairman,  
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/1 q]

Dated:- 29.01.2026

A copy of this order is hereby forwarded to the following for their information and necessary action:-

1. Sh. Nand Kishore Kalsi S/o Late Sh. Dharam Pal, R/O HIG 685, Phase 9, SAS Nagar Mohali-160062.
2. M/s Tricity Media Cooperative House Building Society, SCO No. 545, Sector 70, SAS Nagar Mohali-160071.
3. Mr. Meetinder Singh President, M/s Tricity Media Cooperative House Building Society, SCO No. 545, Sector 70, SAS Nagar Mohali-160071.
4. Mr. Arvind Jagga, Secretary, M/s Tricity Media Cooperative House Building Society, SCO No. 545, Sector 70, SAS Nagar Mohali-160071.
5. M/s Geetu Constructions Pvt. Ltd. Sector 113, Landran Chowk, SAS Nagar Mohali-140307. The copy of this order may please be served on Sh. Pardeep Kumar S/o Sh. Rameshwar Dass, Director of the company, R/o 263, Rani Di Kothi, Opp. PWD Rest House Tehsil Sangrur-148001 (Punjab) (Mobile No. 9815857400. A scanned copy of this order may also be emailed at [gcplchd@gmail.com](mailto:gcplchd@gmail.com) & [goyalp414@gmail.com](mailto:goyalp414@gmail.com).
6. The Secretary, RERA, Punjab.
7. The Director (Legal).
8. A copy of this order may please be forwarded to the Assistant Registrar, Co-operative Societies, SAS Nagar Punjab for information.
- ✓ 9. The Complaint File.
10. The Master File.

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