

**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.0147 of 2024

Date of Institution:25.12.2024

Date of Decision:05.05.2026

1. Ankush Arora.
2. Sonali Arora, both R/o Sabhu Building, 3rd Floor Kranti Chowk, Near DAV School, New Shimla, Shimla Urban (t) Shimla, Himachal Pradesh-171009.

.....Complainants.

Versus

1. Aura Builders And Developers, SCO No.301-302, (Ist Floor), Sector 38D, Chandigarh-160014.
2. Aman Sood, Partner of Aura Builders and Developers, R/o House No.1351, Sector 33C, Chandigarh-160020.
3. Sonu Sood, Partner of Aura Builders and Developers, R/o House No.1351, Sector 33C, Chandigarh-160020.

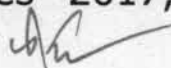
.....Respondents

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

Present: Mr. Jasdeep Singh Advocate, for complainants.
Mr. Ambrish Sharma Advocate, for respondents.

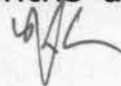
ORDER

Present complaint has been filed by 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



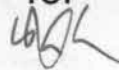
called as the Rules) against the respondents/promoters, seeking compensation alongwith litigation expenses.

2. Brief facts of the complaint are that the complainants had booked one Flat No.60 E having total area of 1530 square yards with basic sale price of Rs.45,00,000/- with the respondents. That complainants had paid an amount of Rs.1,25,000/- on the date of booking i.e. 16.01.2023 and paid total amount of Rs.38,25,000/- by them to the respondents for purchase of the said Flat and Agreement to Sell was executed on 03.02.2023. That son of the complainants was studying in Chitkara University, so they had taken the said flat for future of their children and possession was assured to be delivered on or before 31.01.2024. That complainants had also availed loan facility for purchase of the said flat, against which they are paying regular EMIs. Further, out of total loan amount of Rs.34,41,000/-, an amount of Rs.29,25,000/- has already been disbursed in favour of the respondents. As per the agreement and assurance given, the possession was to be handed over on or before 31.01.2024, but the respondents/builders have failed to do so. Further, many visits had been made by the complainants, but respondents neither obtained Occupation Certificate nor Completion Certificate and as such, valid offer of possession could not be made by them. That due to 11 months delay caused by




the respondents to deliver possession of the said flat, the complainants have suffered huge financial loss on account of making payment of EMI's and by paying regular rent of Rs.20,500/-. So, they have sought compensation alongwith litigation expenses through this complaint. Hence, the present complaint.

3. Upon service, respondents appeared and contested this complaint by taking preliminary objections that the present complaint is premature and is not maintainable as complainants have not complied relevant provisions of the Act. That complainants are seeking vague relief which is not clear and does not fall within the purview of the Act and as such, they are not entitled to any relief. The complainants have presented false documents to mislead this Bench. They have concealed material facts and have not approached this Bench with clean hands. As such, they are not entitled to the any relief and complaint deserves to be dismissed on this ground. That the housing project in question i.e Aura Homes-1, Village Nabha, Zikrapur is being constructed and developed in a very speedy way and the respondents timely submit progress updates of the project on RERA Website. That complainants have wrongly alleged that the BSP of the flat in question is Rs.48,35,250/- instead of Rs.45,00,000/- and that the agreement to sell was executed for an amount of



Rs.48,35,250/-. Whatsoever the payments made by the complainants to the respondents have not been in accordance with the payment plan and had defaulted to make timely payments. Further, it is averred that complainants have not adhered with payment plan and made willful default, so many times. Even as of today, Rs.10,10,250/- are still outstanding against them towards cost of the flat. No doubt the date of delivery of possession of the flat was fixed 31.01.2024, but it was subject to timely and 100% payment of flat. That till 31.01.2024, complainants only paid Rs.33,75,490/- against the total cost of Rs.48,35,25/- and Rs.14,59,760/- was outstanding towards them. The complainants are trying to prove wrongs on part of the respondents, but it were complainants who have committed wrongs and are not ready to perform their part of the contract. They had availed loan facility from the bank, but they have not produced any document i.e loan agreement and loan payment statement. The respondents are not concerned with the loan sanctioned to the complainants. That the flat is ready to habitat and for delivery of possession. Further, as per provisions of PAPRA, Occupation Certificate can be obtained by the allottees themselves. In fact, the complainants want to enjoy the price escalation move of real estate sector. They booked the flat in question not for residential purpose, but to enrich

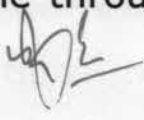


their lust by using the same by letting out the flat or to sell it at higher price. Till date, the complainants have not raised demand of possession from the respondents. That respondents are not concerned with the payment of rent @ Rs.20,500/-. No monetary loss has been occurred to the complainants because of any act on the part of the respondents. That complainants have committed defaults time to time and caused damage to the smooth development of the housing project in question and the respondents. The respondents are also facing the pressure to complete the project well within time and also have borrowed heavy business loan for its completion. Denying rest of the averments of the complaint, a prayer has been made for its dismissal, with costs.

4. Rejoinder was filed by the complainants, reiterating the contents of their complaint.

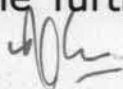
5. Violations and contraventions contained in the complaint were put to the representative of the respondents, who denied the same. Thereafter, the complaint was proceeded for further enquiry.

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



Ld. Counsel for complainants argued as per complaint, to the effect that the flat in question, was booked by the complainants in the project of the respondents-promoters for a total sale price of Rs.48,35,250/- and the agreement to sell dated 03.02.2023 was executed between the parties in this regard. He further argued that respondents have failed to deliver possession of the flat in question within the prescribed time, which constitutes deficiency in service and unfair trade practice under Section 2(1) (d) and 2 (1) (r) of the Act. By referring pleadings of the complainants, learned counsel further argued that a case is made out in favour of the complainants for grant of compensation and litigation expenses, as claimed in the prayer clause of this complaint. He lastly prayed that this complaint may be allowed.

On the other hand, ld. counsel for the respondents has argued that complainants have made defaults in making payments as per payment plan. An amount of Rs.10,10,250/- as cost of the flat, Rs.2.06,932/- as interest on the delayed payments, which comes to Rs.12,17,182/- are still outstanding against the complainants. Ld. Counsel for respondents-promoters further argued that possession of flat in question was to be delivered to the complainants on or before 31.01.2024, which was subject to payment of entire cost of the flat in question. He further argued that



complainants have also been given interest upon the delayed period w.e.f 01.02.2024 (i.e from the date of possession to be offered) vide order dated 17.09.2025 passed by Hon'ble Authority (RERA) for the delayed period. Copy of said order passed the Hon'ble Authority is available on the record of this complaint. He further argued that keeping in view the said order dated 17,09,2025 passed by the Hon'ble Authority, present complaint is not maintainable nor the complainants deserve any relief through this complaint, as per Section 18(1) of the Act. He lastly prayed for dismissal of this complaint with costs.

7. I have paid a considerable thought to the submissions of Ld. Representatives of the parties and have perused their pleadings, evidence and copy of order dated 17.09.2025 passed by the Hon'ble Authority (RERA), in favour of the complainants. Vide this order Hon'ble Authority has allowed interest for the delayed period qua possession, to the complainants. This order is not disputed by any of the parties, nor the same has been set aside by any competent authority. So, both parties are bound by the findings of this order.

Main dispute is with regard to the maintainability of this complaint, as per the provisions section 18 (1) of the Act. It is case of the complainants that they are entitled for appropriate compensation, because of their harassment and

4/09

mental agony due to delay in delivery of possession of the flat, caused by the respondents. On the other hand, plea of the respondents is that the complainants have not withdrawn from the project and they have already been compensated with good amount of interest, on the basis of order of the Hon'ble Authority dated 17.09.2025, so the present complaint, claiming compensation etc. is not maintainable as per Section 18 (1) of the Act. Keeping in view all these things, for proper and effective disposal of this complaint, perusal of Section 18 of the Act is very important, which is reproduced as under:-

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

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) xxxx xxxx

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

*"Provided that where an **allottee does not intend to withdraw** from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*


A close scrutiny of the aforesaid Section 18(1) of the Act, leaves no manner of doubt that this Section deals with the matters in which the project of the case is not completed by the promoter, within the stipulated period as per terms and conditions settled between the parties, then the allottee has the option of withdrawing from the project and seek the relief of refund of the paid amount alongwith interest, as per rules and also compensation. However, if the complainant chooses to remain in the project, then the only remedy provided for the default of the promoter in completion of the project, is to get interest on the paid amount from the stipulated date of possession, till the actual date of delivery of possession.

8. Now coming to the case in hand, admittedly, the complainants have not withdrawn from the project, rather, they have availed the remedy of claiming interest on the paid amount for the delayed period, before the Hon'ble Authority, vide order dated 17.09.2025, copy of which is available on record of this complaint. In view of findings of our Hon'ble Supreme Court in **Civil Appeal 6745-6749 of 2021, titled M/s Newtech Promoters and Developers Pvt. Ltd. Vs State of UP and others etc.**, alongwith connected appeal decided on 11.11.2021, remedy seeking relief of Interest, Refund of Amount, lies with the Hon'ble Regulatory Authority (RERA), whereas remedy qua

compensation lies with this Bench. In the case in hand, admittedly the complainants have chosen to continue with the project, so they are not entitled to seek compensation under the Act, as is clear from above mentioned Section 18 (1) of the Act. Wording of this provision of the Act, makes it crystal clear that allottee/complainant can only seek compensation, if he/she withdraws from the project. Otherwise, if he/she does not intend to withdraw from the project, he/she shall be paid only interest for every month of delay, till handing over the possession, at such rate as may be prescribed and this remedy has already been availed by the complainants of the case in hand. Keeping in view all these facts and circumstances, coupled with Section 18 of the Act, since the complainants have not withdrawn from the project, so they are not entitled for compensation, as claimed by them through this complaint or for any other relief from this Bench. So, this complaint deserves dismissal.

9. As a result of my above discussion, this complaint stands dismissed and disposed of, with no order as to costs. A copy of this order be sent to both the parties, free of costs, under rules. File be consigned to the record room, after necessary compliance under rules.

Pronounced
Dated:05.05.2026


(Rajinder Singh Rai)
Adjudicating Officer
RERA, Punjab