

**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.0129 of 2025

Date of Institution:12.10.2025

Date of Decision:15.04.2026

1. Gurvinder Pal Singh Kohli.
2. Mrs. Baljit Kaur Kohli.
3. Taran Jot Singh Kohli, all residents of 3/90, Ramesh Nagar, New Delhi, Pin Code 110015.

.....Complainants.

Versus

Omaxe New Chandigarh Developers Private Limited, India Trade Tower, Ist Floor, Madhya Marg Extension Road, New Chandigarh, SAS Nagar (Mohali), Punjab Pin Code 140901.

..... Respondent.

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

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Present: Mr. Pritosh Vaid Advocate for complainants.

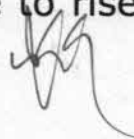
ORDER

This complaint has been filed by the complainants, under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") read with Rule 37 of the Punjab State Real Estate (Regulation and Development) Rules, 2017, (hereinafter



called as the Rules) against the respondent/promoter, seeking compensation.

2. Brief facts of the complaint are that the flat No.1901, as detailed in the complaint, was booked by the complainants in the project of the respondent. The complainants made requests to the respondent to disclose the date of delivery of possession of the said flat and rate of interest, but of no use. Even no reply was received from the respondent, inspite of sending so many e-mails including the e-mails to their NRI Sections. That none of the e-mails mentioned the name of sender, so the complainants could not talk to anyone and it was very difficult for them to deal with the matter. Since year 2021, whenever the complainants came to India, they stayed in hotels. They paid all the amounts within few days of demand, and never made any payment late. That complainants have been spending so much money on hotels during stay in India. In the year 2021, the interior designers offered to decorate the apartment and to put all the furniture, TV, ACs, Fans, Fridge/Freezer, Gas Cooker, Kitchen Fan and the whole process was to cost them around Rs.10 Lac to Rs 12 Lac, approximately. Due to delay in the project by more than 5 years, the said items are going to cost the complainants, around Rs.25.Lac to Rs.30 Lac, due to rise in prices. Lastly,



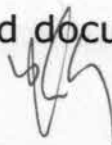
the complainants have sought compensation for the delayed period. Hence, this complaint.

3. At the stage of preliminary hearing, a legal issue was raised to the effect as to whether the present complaint moved by the complainants under Section 18 of the Act, seeking compensation on the ground of delay in delivery of possession of the flat/property in dispute, is maintainable, or not before this Bench.

4. I have heard the learned representative of the complainants on the above said legal issue.

Learned representative for the complainants argued his case on the lines of the pleadings of the complainants as detailed in Para No.2 of this order and submitted that the respondent has caused delay of more than 5 years, in delivering possession of the flat/property in question, in their favour. The complainants have suffered mental harassment, monetary loss etc., due to said delay. He further submitted that complainants are entitled for compensation alongwith litigation expenses, as prayed in the prayer clause of the complaint. He lastly submitted that present complaint is maintainable as per the provisions of Section 18 (1) of the Act.

5. I have paid a considerable thought to the submissions of learned representative of the complainants and have perused the pleadings and documents, relied upon



by the complainants, with his able assistance. For the proper and effective decision of the question qua maintainability of the present complaint before this Bench, reference of Section 18 (1) of the Act is necessary, 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

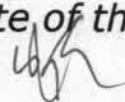
*he shall be liable on demand to the allottees, **in case the allottee wishes to withdraw from the project**, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed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

6. Now coming to the case in hand, the complainants have has not withdrawn from the project of the respondent, rather, they are seeking compensation on the ground of delay in delivery of possession of the flat, under Section 18 (1) of the Act. This provision of the Act, as aforesaid, makes it crystal clear that complainant is only entitled for compensation etc.,if he withdraws from the project of the

respondent. If he continues with the project, then as is clear from Section 18(1) of the Act, he is entitled for the relief of interest on the deposited amount, for the delayed period. 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 Amount, lies with the Hon'ble Regulatory Authority (RERA), whereas remedy qua compensation lies with this Bench, as is clear from Para 86 of this authority as mentioned below:-

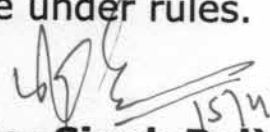
*"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the Regulatory Authority and Adjudicating Officer; what finally culls out is that although the Act indicates the distinct expression like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, **or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the Regulatory Authority which has the power to examine and determine the outcome of a complaint.** At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the Adjudicating Officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the Adjudicating Officer as prayed, that, in our view, may intend to expand the ambit and scope of the powers and functions of the Adjudicating Officer under Section 71 and that would be against the mandate of the Act 2016."*



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 withdraws from the project. Otherwise, if he does not intend to withdraw from the project, he shall be paid only interest for every month of delay, till handing over of the possession, at such rate as may be prescribed. Keeping in view all these facts and circumstances, coupled with Section 18 of the Act, since the complainants have not withdrawn from the project of the respondent, so they are not entitled for compensation, as claimed by them through this complaint. Resultantly, they are also not entitled for litigation expenses. Accordingly, the present complaint is not maintainable. So, this complaint deserves dismissal.

7. As a result of my above discussion, this complaint being not maintainable, stands dismissed and disposed of, with no order as to costs. However, complainants are at liberty to avail appropriate remedy, before the competent authority, as per law. A copy of this order be sent to the complainants, free of costs, under rules. File be consigned to the record room, after necessary compliance under rules.

Pronounced
Dated:15.04.2026.


(Rajinder Singh Rai)
Adjudicating Officer,
RERA, Punjab