

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Complaint No.0326 of 2022
Date of Institution: 21.06.2022
Dated of Decision: 16.04.2025

1.

Saspal Singh son of Jangir Singh, resident of Mal Singh Wala, PO Boha,
Tehsil Budhlada, Mansa, Punjab, PIN Code 151503

....Complainant

Versus

1. Bathinda Development Authority through its Chief Administrator, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001
2. Estate Officer, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001

....Respondents

2.

Complaint No.0328 of 2022
Date of Institution: 21.06.2022
Dated of Decision: 16.04.2025

Gurinder Pal Singh Grover, son of J S Grover, R/o # 961, 2nd floor,
Mukherjee Nagar Delhi, North West Delhi, Delhi-9, PIN Code 110009

....Complainant

Versus

1. Bathinda Development Authority through its Chief Administrator, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001
2. Estate Officer, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001

....Respondents

3.

Complaint No.0330 of 2022
Date of Institution: 21.06.2022
Dated of Decision: 16.04.2025

Suneet Kaur, d/o Rajender Singh, resident of #724, 1st floor, Mukherjee
Nagar Delhi, PIN Code 110009

....Complainant

Versus

1. Bathinda Development Authority through its Chief Administrator, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001
2. Estate Officer, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001

....Respondents

4.

Complaint No.0335 of 2022
Date of Institution: 22.06.2022
Dated of Decision: 16.04.2025

Shyna Khurana D/o Harish Khurana, Bighar road, opposite Harful Kothi, Fatehabad, Haryana, PIN Code 125050

....Complainant

Versus

1. Bathinda Development Authority through its Chief Administrator, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001
2. Estate Officer, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001

....Respondents

5.

Complaint No.0336 of 2022
Date of Institution: 22.06.2022
Dated of Decision: 16.04.2025

Neetu Rani wife of Vikas Aggarwal House no 914, Sector 14, Hishar, Haryana District Hisar, PIN Code 125001

....Complainant

Versus

1. Bathinda Development Authority through its Chief Administrator, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001
2. Estate Officer, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001

....Respondents

6.

Complaint No.0337 of 2022
Date of Institution: 30.03.2020
Dated of Decision: 16.04.2025

Manju Rani wife of Mohinder Pal, resident of # 1152, Sector-15, Panchkula,
Haryana, PIN Code 134113

....Complainant

Versus

1. Bathinda Development Authority through its Chief Administrator, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001
2. Estate Officer, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001

....Respondents

7.

Complaint No.0338 of 2022
Date of Institution: 22.06.2022
Dated of Decision: 16.04.2025

Amrinder Singh son of Rajinder Singh R/o#1, Street No. B1, Guru Nanak
Nagar, Patiala, Punjab, PIN Code 147001

....Complainant

Versus

1. Bathinda Development Authority through its Chief Administrator, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001
2. Estate Officer, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001

....Respondents

8.

Complaint No.0340 of 2022
Date of Institution: 22.06.2022
Dated of Decision: 16.04.2025

Shisha Singh son of Labh Singh, Near ITI, Bhikhi road Budhlada, Tehsil
Budhlada, Mansa, Punjab, PIN Code 151502

....Complainant

Versus

1. Bathinda Development Authority through its Chief Administrator, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001
2. Estate Officer, PUDA Complex, Bhagu Road, Tehsil Bathinda, District Bathinda, Punjab, PIN Code 151001

....Respondents

Present: 1. Shri Jagtar Singh Dhaliwal, Advocate for the complainant
2. Shri Bhupinder Singh, Advocate and Shri Balwinder Singh, Advocate for respondents

ORDER

These eight complaints will be decided by a common order since similar points of law and facts are involved in each of these. A copy of the order be placed on each file.

2. All these complaints were instituted in Form 'M' under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act of 2016) read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the Rules of 2017) by the complainant(s) in his/her individual capacity against the respondents seeking refund of the amount along with interest deposited with the respondents in the project "PUDA Enclave (Sugar Mill Site)" at Budhlada being developed by the respondents, at the rate of Rs.6000 per Sq. Yard as per the following details:

SNo.	Complaint No./Year	Name of Complainant	Letter of Intent No./Date	Allotment letter no./date	Size of plot Sq. Yds	Plot No.	Tentative Cost of the plot Rs. in lakhs	Amount deposited	Amount refunded by respondents
1	GC No.326 /2022	Saspal Singh	PUDA-EO/2013/2886 dated 05.03.2013	PUDA-EO/2016/8365 dated 29.11.16	200	393	12.00	5,70,800/-	5,70,800/-
2	GC No.328 /2022	Gurinder Pal Singh Grover		PUDA-EO/2016/6126 dated 8.9.16	400	229	24.00	6,00,000/-	6,00,000/-
3	GC No.330 /2022	Suneet Kaur	PUDA-EO/2013/2237 dated 26.02.2013	PUDA-EO/2016/8369/443/9692 dated 29.11.16	100	744	6.00	1,50,000/-	1,50,000/-

4	GC No.335 /2022	Shyna Khurana	PUDA-EO/2013/1696 dated 26.02.2013	PUDA-EO/2016/6312 /109 dated 19.9.16	300	1004	18.90	4,72,500/-	4,72,500/-
5	GC No.336 /2022	Neetu Rani	PUDA-EO/2013/2101 dated 26.02.2013	PUDA-EO/2016/6684 dated 30.9.16	100	814	6.00	1,53,500/-	1,53,500/-
6	GC No.337 /2022	Manju Rani	PUDA-EO/2013/1712 dated 26.02.2013	PUDA-EO/2016/6482 dated 26.9.16	300	1027	18.00	8,37,000/-	8,37,000/-
7	GC No.338 /2022	Amrinder Singh	PUDA-EO/2013/2065 dated 26.02.2013	PUDA-EO/2016/7416 dated 13.10.16	150	310	9.00	7,04,250/-	7,04,250/-
8	GC No.340 /2022	Shisha Singh	PUDA-EO/2013/880 dated 26.02.2013	PUDA-EO/2016/7714 dated 17.10.16	200	461	12.00	5,58,000/-	5,58,000/-

3. For facility of reference the facts have been taken from complaint no.0326 of 2022 mentioned at Serial no.1 of the above table.

Complaint no.0326 of 2022

4. The brief facts of the above complaint as submitted by the complainant is as under: That

4.1 Complainant applied for a plot of 200 Sq yards vide application no. 4885 in the scheme (Annexure A1) opened by the respondents for development of free hold residential plots at Budhlada @ ₹6000/Sq. Yard, by depositing 10% EM of Rs.1,20,000.

4.2 Lucky draw of lots was held on 15.01.2013 in which complainant was one of the successful bidder.

4.3 Being the successful bidder Letter of Intent (LOI)(Annexure A3) was issued on 05.03.2013 to the complainant.

4.4 The complainant deposited amount of Rs.4,50,800 vide receipt (Annexure A4) on 02.04.2013.

- 4.5 Thereafter, Allotment Letter (Annexure A5) was issued on 29.11.2016, allotting Plot no.393, measuring 200 Sq yards (Park facing) which was subsequently changed to Plot No.467 (Park facing) citing technical reasons vide letter dated 08.02.2018 (Annexure A6) without the consent of the complainant.
- 4.6 Respondents offered possession in a camp to be held from 21-Feb-2018 to 23-Feb-2018, 27-Feb-2018, 28-Feb-2018 and 01-Mar-2018 without completing development works.
- 4.7 Complainant had paid total of Rs.5,70,800. Remaining payment was rescheduled vide letter Annexure A7.
- 4.8 Respondents decided in their 92th meeting to refund the amount to the allottees of the project without deduction and without interest to the allottees including complainant vide letter no 5179 dated 03.09.2019 (Annexure A8) admitting failure to complete the development works in time.
- 4.9 Complainant filed Complaint AdCNo.1600 Of 2020BF-TR dated 14.03.2020 (Annexure A9) for refund of the amount paid along with interest and compensation.
- 4.10 Possession of the allotted plot was to be delivered to the complainant as per terms and conditions of allotment after completion of the development works at the site or 18 months from the date of allotment letter whichever is earlier i.e by 28.05.2018.
- 4.11 Respondents have failed to complete the project in time and even have not obtained Completion Certificate from the

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Competent Authorities and complainant relied upon Section 11(4)b of Act of 2016.

4.12 Even basic amenities like drinking water, sewage and electricity etc. are not available at the site till date and the project is not in a habitable condition evident from the letters Annexures A11(colly) of the respondents. The complainant has also relied upon identical matters of this project whereby refund with interest was allowed by a Bench of Authority in AdC No.1551-97-98,1751-58-59-78 of 2020 BF-TR and 0042-89 of 2021 BF-TR due to non-completion of the project.

4.13 The complainant had withdrawn earlier Complaint AdcNo.1600 Of 2020BF-TR (Annexure A9) to file afresh on the same cause of action vide order Annexure A12.

4.14 There are violations of the terms and conditions of the Scheme Annexure A1, LOI Annexure A3 and allotment letter Annexure A5 etc. and also cited CWPs 4108 of 2016 and 9989 of 2018 whereby directions were issued by Hon'ble Punjab and Haryana High Court.

4.15 Instructions in para 3(iii) dt 2-Jan-2017 by Add. Chief Secretary (Dev.) Pb as referred in order dt 9-Apr-2019 Annexure A14(colly). During pendency of complaint AdcNo.1600 Of 2020BF-TR Annexure A9, a notice dated 10-Jul-2020 issued by respondents , its reply, refund order and cheque are Annexure A15(Colly). But only amount of Rs.5,70,800 was refunded. Now complainant wants refund of his remaining amount with interest, compensation and penalty for violation of section 14 (replanning

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without consent of complainant as well as other allottees of the project) according to the principal of reducing balance. Title of the project land is also disputed.

5. It is the prayer of the complainant that interest on the refunded amount may be directed to be given.

5.1 Counsel for the complainant filed written arguments in this matter.

GC No.0328 of 2022

6. In the scheme opened by the respondents for development of free hold residential plots @ Rs.6,000/- sq yards, complainant vide allotment letter dated 8-Sep-2016 allotted Plot no.229 of 400 Sq yards, subsequently changed to Plot no. 7 vide letter dated 5-Feb-2018 without consent of complainant and offered possession in a camp held between 21-Feb-2018 to 01-Mar-2018. As per terms and conditions of allotment, possession was to be delivered after completion of development works at the site or 18 months from the date of allotment letter i.e. 7-Mar-2018. Respondents have failed to complete the project by the due date. The complainant paid Rs.6,00,000/- out of Rs.24,00,000/-. On seeking refund with interest the respondents refunded only Rs.6,00,000/- without interest. It is the prayer of the complainant that interest on the refunded amount be refunded to him.

6.1 Counsel for the complainant filed written arguments in this matter.

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GC No.0330 of 2022

7. In the scheme opened by the respondents for development of free hold residential plots @ Rs.6,000/- sq yards, complainant vide allotment letter dated 29.11.2016 allotted Plot no.744 of 100 Sq yards, subsequently changed to Plot no.571 without consent of complainant and offered possession in a camp held between 21-Feb-2018 to 01-Mar-2018. As per terms and conditions of allotment, possession was to be delivered after completion of development works at the site or 18 months from the date of allotment letter i.e.28.05.2018. Respondents have failed to complete the project by the due date. The complainant paid Rs.1,50,000/- out of total amount of Rs.6,00,000/-. On seeking refund with interest the respondents refunded only Rs.1,50,000/- without interest. It is the prayer of the complainant that remaining amount with interest be refunded to him.

7.1 Counsel for the complainant filed written arguments in this matter.

GC No.0335 of 2022

8. In the scheme opened by the respondents for development of free hold residential plots @ Rs.6,000/- sq yards, complainant vide allotment letter dated 19.09.2016 allotted Plot no.1004 park facing of 300 Sq yards, subsequently changed to Plot no.883PF without consent of complainant and offered possession in a camp held between 21-Feb-2018 to 01-Mar-2018. As per terms and conditions of allotment, possession was to be delivered after completion of development works at the site or 18 months from the date of allotment letter whichever is earlier. Thus, the deadline to complete the project expired on 18.03.2018. Respondents have failed to complete the project by the due date. The complainant paid Rs.4,72,500/- out of total

value of Rs.18,00,000/-. On seeking refund with interest the respondents refunded only Rs.4,72,500/- without interest. It is the prayer of the complainant that remaining amount with interest be refunded to him.

GC No.0336 of 2022

9. In the scheme opened by the respondents for development of free hold residential plots @ Rs.6,000/- sq yards, complainant vide allotment letter dated 30.09.2016 allotted Plot no.814 of 100 Sq yards, subsequently changed to Plot no.614 without consent of complainant and offered possession in a camp held between 21-Feb-2018 to 01-Mar-2018. As per terms and conditions of allotment, possession was to be delivered after completion of development works at the site or 18 months from the date of allotment letter i.e.29.03.2018. Respondents have failed to complete the project by the due date. The complainant paid Rs.1,53,500/-. On seeking refund with interest the respondents refunded only Rs.1,53,500/- without interest. It is the prayer of the complainant that interest on the refunded amount be refunded to her.

GC No.0337 of 2022

10. In the scheme opened by the respondents for development of free hold residential plots @ Rs.6,000/- sq yards, complainant vide allotment letter dated 26.09.2016 allotted Plot no.1027 of 300 Sq yards, subsequently changed to Plot no.722 vide letter dated 08.02.2018 without consent of complainant and offered possession in a camp held between 21-Feb-2018 to 01-Mar-2018. As per terms and conditions of allotment, possession was to be delivered after completion of development works at the site or 18 months from the date of allotment letter i.e.25.03.2018. Respondents have failed to complete the project by the due date. The complainant paid Rs.8,37,000/-.

On seeking refund with interest the respondents refunded only Rs.8,37,000/- without interest. It is the prayer of the complainant that interest on the refunded amount be refunded to her.

GC No.0338 of 2022

11. In the scheme opened by the respondents for development of free hold residential plots @ Rs.6,000/- sq yards, complainant vide allotment letter dated 13.10.2016 allotted Plot no.310 of 150 Sq yards, subsequently changed to Plot no.208 vide letter dated 08.02.2018 without consent of complainant and offered possession in a camp held between 21-Feb-2018 to 01-Mar-2018. As per terms and conditions of allotment, possession was to be delivered after completion of development works at the site or 18 months from the date of allotment letter i.e.12.04.2018. Respondents have failed to complete the project by the due date. The complainant paid Rs.7,04,250/-. On seeking refund with interest the respondents refunded only Rs.7,04,250/- without interest. It is the prayer of the complainant that interest on the refunded amount be refunded to him.

GC No.0340 of 2022

12. In the scheme opened by the respondents for development of free hold residential plots @ Rs.6,000/- sq yards, complainant vide allotment letter dated 27.10.2016 allotted Plot no.461 of 200 Sq yards, subsequently changed to Plot no.462 vide letter dated 08.02.2018 without consent of complainant and offered possession in a camp held between 21-Feb-2018 to 01-Mar-2018. As per terms and conditions of allotment, possession was to be delivered after completion of development works at the site or 18 months from the date of allotment letter i.e.26.04.2018. Respondents have failed to complete the project by the due date. The complainant paid Rs.5,58,000/-.

On seeking refund with interest the respondents refunded only Rs.5,58,000/- without interest. It is the prayer of the complainant that interest on the refunded amount be refunded to him.

13. Upon notice, respondents appeared through counsel and submitted their detailed reply raising the following points:-

13.1 The learned Counsel for the respondents raised various preliminary objections. It is stated that the project was developed by the Punjab Urban Planning and Development Authority (PUDA) and allotment was also made by it as such PUDA is the necessary party and not respondent no.1.

13.2 It is further contended that as per Section 45 of the Punjab Regional and Town Planning and Development Act, 1995, (hereinafter referred to as the Act of 1995) there is a remedy of appeal and revision, however the complainant failed to avail these remedies.

13.3 It is also contended that Section 174 of the Act of 1995 provided that orders passed under the said Act were final and not to be questioned in any suit or other legal proceedings.

13.4 The learned Counsel for the respondents further stated that there is an arbitration clause in the allotment letter, thereby implying that the matter is required to be referred to the Arbitrator under the provisions of Arbitration and Conciliation Act, 1996.

13.5 It is further contended that the complainant failed to deposit the price of the plot within the stipulated period given in the

allotment letter and the plot was liable to be resumed under Section 45(3) of the Act of 1995. It is further stated that the complainant to avoid action from the side of the respondents has earlier filed as well as the present complaint and these are to be dismissed on this score alone.

On merits, it is submitted that

13.6 Punjab Regional and Town Planning and Development Act, 1995 (hereinafter referred to Act of 1995) was enacted to develop land in a planned manner in the State of Punjab. It is further submitted that respondents' authority was constituted as per Section 17 of the Act of 1995 and as per its Section 43 the respondents authority was empowered to frame schemes for the development of land owned or transferred by the Government to the respondents authority.

13.7 A scheme for allotment of 976 freehold 'residential plots' at PUDA Enclave (Sugal Mill Site), Budhlada was opened for general public from 27.09.2012 to 31.10.2012. It is further contended that terms and conditions of the said scheme was detailed in the brochure for the information of the general public. The learned Counsel for the respondents has also reproduced the terms and conditions of the brochure to support its case.

13.8 It is further stated that the complainant with open eyes after going through the terms and conditions of the allotment applied and signed the following affidavit:-

"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."

13.9 Respondents admitted holding of draw of lots on 15.01.2023, issuance of LOI to the complainant on 26.02.2013, issuance of allotment letter on 20.10.2016 and relied upon Condition no.3(II) and (III) of the allotment letter whereby complainant was required to pay 75% of the tentative price either in lumpsum with 5% rebate without any interest within 60 days from allotment letter or in 6 equated half yearly installments with interest @12% per annum as per schedule mentioned in the allotment letter.

13.10 It is further contended by the respondents that the complainant failed to deposit the balance price of the plot within the stipulated period after paying 25%. The complainant even failed 15% amount within the timeline for which a show cause notice was issued on 31.05.2013. It is stated that possession of the plot was to be handed over on or before 19.04.2018 and by that time two installments were due to be paid. Thus, the complainant is defaulter of two installments.

13.11 Respondents further stated that as per Condition No.4(I) of the allotment letter possession of the plot was to be handed over on or before 19.04.2018 and the said possession was offered to the complainant as well as other allottees through a special camp organized on 21.02.2018, 22.02.2018, 23.02.2018, 27.02.2018, 28.02.2018 and 01.03.2018 from 10.00 a.m. to 4.00 p.m. Telephone numbers of SDE and JE were also provided in the

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letter, however, the complainant neither took possession nor quoted any reason.

13.12 It is further stated by the respondents that in its 92nd meeting held on 28.06.2019, the Finance and Accounts Committee of PUDA decided not to charge interest from the allottees on installments till 01.03.2018, the date of offer of possession.

13.13 To rebut the claim of the complainant that Completion Certificate has not been obtained by the respondents from the Competent Authority as per Rules, however, the complainant has not mentioned specific Rule. It is further stated that as per meeting held on 21.12.2017 under the chairmanship of Chief Administrator, the development works of the site had been completed. It was directed that possession be given to the allottees. It is further contended that as per letter dated 27.06.2018, the Divisional Engineer, PUDA, Bathinda, reported that development works relating to Civil, Public Health, Electricity and Horticulture had been completed. The learned Counsel for the respondents attached copies of proceedings dated 21.12.2017, letter dated 27.06.2018 and photographs as Annexures R-1, R-2 and R-3.

13.14 Regarding the offer of possession with completion/Occupancy Certificate the learned Counsel for the respondents stated that the allotment was made under the Act of 1995 and reproduced Section 44 to the effect that nothing shall apply if the promoter is a local authority or statutory body. The learned Counsel for the respondents also relied upon Section 14 (Occupation and

completion certificate) of this Act that 'in the case of a colony, to obtain a completion certificate from the competent authority to the effect the 'development works have been completed'. In the present case the development works stood completed before issuance of letter of offer of possession.

13.15 Regarding the contention of the complainant about the issue of allotment-cum-offer of possession letter it is stated by the respondents that it was only information about the change of plot number, size and location of the plot specifically mentioning therein that terms and conditions of the allotment letter shall remain the same. The complainant was asked through this letter to take possession for which a special camp was organized by the respondents. The re-planning was done as per law.

13.16 The learned Counsel for the respondents also mentioned in the reply that the contention of the complainant that the possession was offered without any development of project and due to which a decision was taken not to charge interest upto 01.03.2018 is baseless. It is further stated that the complainant is investor and due to slow down in the real estate sector the complainant is seeking refund. It is further averred that present issue raised by the complainant had already been settled by the Hon'ble Real Estate Appellate Tribunal, Punjab in Appeal No.112 of 2021 titled "*Vinod Kumar and Anr. Vs Bathinda Development Authority and Anr.*" and reproduced the relevant portion in his reply, which is not being reproduced due to brevity. However,



the net result of the said Appeal was that Hon'ble Real Estate Appellate Tribunal, Punjab dismissed the appeal.

13.17 Regarding the objection raised by the complainant that the respondents have deserted the project, the learned Counsel for the respondents denied this assertion and stated that though the refund of money deposited after deduction as per terms and conditions of allotment, however the respondents took a decision to refund the money without any deductions.

13.18 Another objection regarding the non-availability of basic amenities like water and sewerage etc. at the site raised by the complainant is without any substance. The complainant was required to get the building plan sanctioned and thereafter apply for water connection. However, this is not the case of the complainant. There is no dispute about title of the land and any violation of terms and conditions of the LOI, allotment letter and the Act of 2016. Regarding the orders passed by one of the Bench of this Authority it is stated by the respondents that the issue had already been settled by the Hon'ble Real Estate Appellate Tribunal, Punjab in its order dated 24.03.2022 passed in Appeal No.112 of 2021.

Ph / 13.19 Regarding the directions issued by the Hon'ble High Court of Punjab and Haryana in CWP No.4108 of 2016 and policy framed by the Government of Punjab it is stated by the respondents that regarding the implementation of the policies framed by the government is not within the jurisdiction of this Authority to get such policies implemented. It is further stated that a similar view

has been taken by Hon'ble Real Estate Appellate Tribunal, Punjab in Appeal No.231 of 2020 titled "Inderjeet Mohan Kaur Vs Chief Administrator, GMADA" vide its order dated 21.12.2021 and reproduced (para no.18 of it) which is not being reproduced for the sake of brevity.

13.20 It is further contended that the allotment was made by Punjab Urban Planning and Development Authority, (PUDA) and the same has not been made a necessary party. PUDA and Bathinda Development Authority are two different entities established under different sections of the Act of 1995.

13.21 It is averred that since the allotment was made prior to coming into operation of RERA, Punjab i.e on 29.11.2016 there is no such agreement to sell, but terms and conditions of allotment letter are binding on both the parties.

13.22 Respondents again referred Sections 45 and 174 of the Act of 1995 and Arbitration clause in the letter of allotment in support of their case and prayed that the complaint be dismissed.

14. The undersigned heard argument of both the counsels for the parties on the stipulate date.

15. Before arguing his cases, Counsel for the complainant stated that all the complaints are similarly situated matters and there is only difference of plot number, size of the plot, cost of the plot and payment thereof accordingly. The counsel argued the GC No.0326 of 2022 titled 'Saspal Singh Vs. Bathinda Development Authority, and Anr.'" and submitted that his

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arguments in this complaint be considered as arguments in the similarly situated case as detailed in chart mentioned at para 2 above.

16. While reiterating the contents of his complaint, Counsel for the complainant argued that vide Allotment Letter dated 29.11.2016 he was earlier allotted Plot no.393, measuring 200 Sq yards (Park facing) which was subsequently changed to Plot No.467 (Park facing) vide letter dated 08.02.2018 without his consent. It is argued that the respondents offered possession in a camp held between 21-Feb-2018 to 01.03.2018 but without completing development works. The complainant paid Rs.5,70,800 in total (Rs.1,12,000 as 10% earnest money and Rs.4,50,800/- on 02.04.2013). The respondents issued notice on 10.07.2020 demanding Rs.7,49,350/- on account of installments due. However, vide his letter dated nil addressed to the Estate Office, BDA, Bathinda in response to notice dated 10.07.2020, the complainant prayed for refund of the amount of Rs.5,70,800/-. As per their 92th meeting held on 28.06.2019, the respondents refunded the amount of Rs.5,70,000/- by way of cheque no.090697 dated 19.02.2021 drawn on State Bank of India, Bathinda, Punjab without any interest. He further argued that as per terms and conditions of the allotment letter possession of the plot was to be offered after completion of development works or within 18 months whichever was earlier. However, development work was not complete and even have not obtained Completion Certificate from the Competent Authorities. He also relied upon Section 11(4)b of Act of 2016. The complainant has also relied upon the orders allowed by the then learned Bench of Member Shri Sanjiv Gupta in AdC No.1551-97-98,1751-58-59-78 of 2020 BF-TR and 0042-89 of 2021 BF-TR due to non-completion of the project. The prayer of the complainant is for issuance of direction to the

respondents to refund the remaining amount with interest and penalty under Section 14 of the Act of 2016.

17. The learned Counsel for the respondents while repeating the scheme, allotment thereof to the complainant, reiterated the contents of his reply argued that the complainant failed to deposit the price of the plot within the stipulated period given in the allotment letter. It is further argued that as per meeting held on 21.12.2017 under the chairmanship of Chief Administrator, the development works of the site had been completed. Counsel for the respondents further relied upon Section 14 (Occupation and completion certificate) of this Act that 'in the case of a colony, to obtain a completion certificate from the competent authority to the effect the 'development works have been completed', and in this case the development works stood completed before issuance of letter of offer of possession. It is further argued that since the allotment was made prior to coming into operation of RERA, Punjab i.e on 29.11.2016 there is no such agreement to sell, but terms and conditions of allotment letter are binding on both the parties. He also relied upon Section 174 of the Act of 1995, arbitration clause and non-payment of due installments. It is the prayer of the respondents to dismiss the complaint.

18. I have considered the rival contentions of the parties and also gone through the file.

19. In response to interim order dated 19.03.2025 of the undersigned, Counsel for the respondents was requested to provide the following information which was provided point wise vide application dated 01.04.2025 in the matter of "Manju Rani Vs Bathinda Development Authority" GC No.0037 of 2022 which is summarized below:-

- a. When was the offer of possession given to the allottee?

Ans. The offer of possession was given to the allottee vide letter dated 08.0.2018 (Annexure-A/7) with the complaint). The other allottees had also been given the offer of possession around the same period.

- b. What was the protocol adopted for handing over of possession?

Ans. A special camp was organized from 21.02.2018 to 23.02.2018, 27.02.2018, 28.02.2018 and 01.03.2018 from 10 A.M. to 4 P.M. at the site of the project. In addition to this the allottees had been requested to contact Sh. Balwinder Singh, Sub Divisional Engineer (Building) Mobile No.9814063286 and Sh. Anil Kumar Bansal, Junior Engineer (Building), Mobile No.8427151009 (Annexure-A/7 with the complaint).

- c. Whether offer of possession was through issuance of letter to each allottee?

Ans. Yes, a letter had been issued to each allottee.

- d. Pursuant to issuance offer, how many allottees had approached and taken possession?

Ans. The possession has been taken over by 50 allottees. A copy of the report dated 06.03.2018 showing the allottees who have taken over the possession is enclosed.

- e. Whether possession on time as agreed upon?

Ans. Yes, possession has been offered within the time as stipulated in the Allotment Letter.

f. Whether BDA is ready to hand over possession as on date or not?

Ans. All the allottees who are complainants before this Hon'ble Authority have taken the refund of the amount deposited by them. Since the complainants have already taken the refund of the amount deposited by them, there is no question of handing over the possession by BDA at this point of time.

g. Whether completion certificate was obtained from the competent authority?

Ans. As regards the completion certificate, the position has been explained in para 13 at page 10-11 of the reply dated 31.03.2023 submitted on 03.04.2023 by the respondent in the captioned complaint. As per Annexures R/2 to R/4 with the reply, the development works were complete. The Hon'ble Punjab and Haryana High Court, vide order dated 01.02.2024 had also recognized the reports of Engineers in CWP No.20288 of 2018 (A copy of the order dated 01.02.2024 is enclosed.

20. It is noteworthy that the scheme was floated for allotment of 976 freehold residential plots at PUDA Enclave (Sugar Mill Site), Budhlada and opened from 27.09.2012 till 31.10.2012. As per clause 12 of the letter of intent dated 05.03.2013 '*possession of plot shall be handed over to the*

allottee after completion of development works at site or 18 months from the date of issue of allotment letter whichever is earlier'. Allotment letter was issued to Shri Saspal Singh on 29.11.2016 and as per Condition No.4.1- Possession and Ownership – The possession of the said plot shall be handed over to the allottee after the completion of the development works at the site or 18 months. As per reply to one query (as noted in para 20.d above) only 50 allottees have taken possession of their allotted plots.

21. Further a bare perusal of minutes of 92nd Meeting of the Finance and Accounts Committee, PUDA (Agenda Item No.92.02) (Annexure A-11 attached by the complainant with his complaint) held on 28.06.2019 it is clearly stated therein that due to non-completion of development works on time, interest be not claimed from the allottees on 75% amount till handing over possession. The non-completion of the development works is further corroborated by letter dated 2.11.2017 issued by Sub Divisional Engineer (C-1), PUDA, Bathinda addressed to Superintending Engineer, PUDA, Bathinda enclosing therewith completion/partial completion and the relevant contents are reproduced below:-

- | | | |
|----|---------------------|-----|
| 1. | Civil Works | 85% |
| 2. | Public Health Works | 90% |
| 3. | Electrical works | 80% |
| 4. | Horticulture works | -- |

22. From the above, it is clear that certain development works in the fields of Civil, Public Health and Electrical were remained to be completed.

23. If we calculate 18 months from the date of issue of allotment letter which was issued on 29.11.2016 in the matter of 'Shri Saspal Singh's case',

the date of handing over possession was 28.05.2018. It is a matter of record that only 50 allottees out of 976 plots have taken possession of their allotted plot. The only reason for this thin possession by the allottees was due to non-completion of the development works.

24. As per decision taken by the competent authority in its 92nd meeting held on 28.06.2019 the respondents have *suo moto* refunded only the principal amount to the allottee without any interest. The respondents have used the principal amount from the date of closing of the scheme till its refund to the allottees.

25. From the pleadings of the parties, it is a matter of record that whatever amount was deposited by each complainant in the above stated complaints, that has been refunded by the respondents by way of cheques.

26. This case is accordingly squarely covered within the definition of Section 18 of the Act which reads as under:-

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

27. In view of the above provisions of the Act, since development work in the project was incomplete and on account of non-delivery of possession, the complainant is entitled to refund along with interest upon it.

28. In view of the above discussion, since the respondents have used the amount deposited by the complainant for a considerable period, I am of the considered opinion that all the complainants are entitled for interest as per Section 18(1) of the Act of 2016 reproduced above on the principal amount which was refunded to them by the respondents *suo moto* without any interest. The complainant of GC No. 340 of 2022 is further entitled to refund of total amount of deposit with promoter along with interest. Accordingly, following is ordered:-

GC No.0326 of 2022

29. In this case the complainant admittedly deposited Rs.5,70,800/- in total and the respondents have refunded the said amount of Rs.5,70,800/- vide cheque No.090697 on 19.02.2021 through State Bank of India, Bathinda, Punjab to the complainant. This amount was released to the complainant without any interest. Thus, the respondents are directed to pay interest at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10% plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant from the date of deposit till date of refund by the respondent.

GC No.0328 of 2022

30. In this case the complainant admittedly deposited Rs.6,00,000/- in total and the respondents have refunded the said amount of Rs.6,00,000/- vide cheque No.090692 on 19.02.2021 through State Bank of India, Bathinda, Punjab to the complainant. This amount was released to the

complainant without any interest. Thus, the respondents are directed to pay interest at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10%plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant from the date of deposit till date of refund by the respondent.

GC No.0330 of 2022

31. In this case the complainant admittedly deposited Rs.1,50,000/- in total and the respondents have refunded the said amount of Rs.1,50,000/- vide cheque No.090700 on 19.02.2021 through State Bank of India, Bathinda, Punjab to the complainant. This amount was released to the complainant without any interest. Thus, the respondents are directed to pay interest at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10%plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant from the date of deposit till date of refund by the respondent.

GC No.0335 of 2022

32. In this case the complainant admittedly deposited Rs.4,72,500/- in total and the respondents have refunded the said amount of Rs.4,72,500/- vide cheque No.090704 on 19.02.2021 through State Bank of India, Bathinda, Punjab to the complainant. This amount was released to the complainant without any interest. Thus, the respondents are directed to pay interest at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10%plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant from the date of deposit till date of refund by the respondent.



GC No.0336 of 2022

33. In this case the complainant admittedly deposited Rs.1,53,500/- in total and the respondents have refunded the said amount of Rs.1,53,500/- vide cheque No.090701 on 19.02.2021 through State Bank of India, Bathinda, Punjab to the complainant. This amount was released to the complainant without any interest. Thus, the respondents are directed to pay interest at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10%plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant from the date of deposit till date of refund by the respondent.

GC No.0337 of 2022

34. In this case the complainant admittedly deposited Rs.8,37,000/- in total and the respondents have refunded the said amount of Rs.8,37,000/- vide cheque No.090702 on 19.02.2021 through State Bank of India, Bathinda, Punjab to the complainant. This amount was released to the complainant without any interest. Thus, the respondents are directed to pay interest at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10%plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant from the date of deposit till date of refund by the respondent.

GC No.0338 of 2022

35. In this case the complainant admittedly deposited Rs.7,04,250/- in total and the respondents have refunded the said amount of Rs.7,04,250/- vide cheque on 19.02.2021 through State Bank of India, Bathinda, Punjab to

the complainant. This amount was released to the complainant without any interest. Thus, the respondents are directed to pay interest at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10%plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant from the date of deposit till date of refund by the respondent.

GC No.0340 of 2022

36. In this case the complainant admittedly deposited Rs.5,58,000/- in total and the respondents have refunded the said amount of Rs.5,58,000/- vide cheque No.236568 on 20.03.2020 through Canara Bank, Bathinda, Punjab to the complainant. This amount was released to the complainant without any interest. Thus, the respondents are directed to pay interest at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10%plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant from the date of deposit till date of refund by the respondent.

37. It is further directed to the respondents that the arrear of interest in all cases would be paid by the respondents within the statutory time i.e ninety days stipulated under Rule 17 of the Rules of 2017 from the date of receipt of this order and submit the compliance report.

38. It may be noteworthy that in case compliance report is not submitted by respondents after the expiry of above stated period and further any failure to comply with or contravention of any order, or direction of Authority may attract penalty under Section 63 of this Act of 2016.

39. The complainant is also directed to submit report to this Authority that they have received the amount of interest as directed in this order.

40. Files be consigned to the record room after due compliance.


(Binod Kumar Singh)
Member, RERA, Punjab