

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: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

- 1. Complaint No.
- :- GC No. 0225/2022
- Name & Address of the complainant (s)/ Allottee
- :- Ms. Reshma Srivastav Flat No. 1101, Tower-25, Orchid Petals, Sonha Road, Gurgaon, Haryana – 122001.
- Name & Address of the respondent (s)/ Promoter
- :- M/s. WTC Noida Development Company Pvt. Ltd. GF-09, Plaza M6, District Centre, Jasola, South Delhi, Delhi 110025.
- 4. Date of filing of complaint
- :- 26.04.2022
- 5. Name of the Project
- :- WTC Chandigarh (Signature Tower)
- 6. RERA Registration No.
- :- PBRERA-SAS81-PC0073
- Name of Counsel for the complainant, if any.
- :- Sh. Jasdeep Singh, Advocate for the Complainant.
- Name of Counsel for the respondents, if any.
- :- None for the respondents.
- Section and Rules under which order is passed
- Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.
- 10. Date of Order :- 18.09.2025

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.

The present complaint dated 26.04.2022 has been filed by Reshma Srivastav (hereinafter referred as the 'Complainant' for the sake of convenience and brevity) u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RERD Act, 2016') read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules' for the sake of convenience and brevity) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority' for the sake of convenience and brevity) seeking refund of the amount paid towards purchase of a commercial space alongwith interest in a real estate project titled "WTC Chandigarh (Signature Tower)" from M/s. WTC Noida Development Company Pvt. Ltd. (hereinafter referred as 'Respondent' for the sake of convenience and brevity).

2. As alleged by the complainant in complaint, the Complainant submits that the Respondent, through its agent, approached him with representations regarding a commercial office-cum-retail project at WTC Towers, Site No. 2, Block-D, Aerocity, District SAS Nagar (Mohali), Punjab – 140603 (the "Project"), highlighting lucrative investment prospects and assuring timely delivery. Relying on these representations, the Complainant booked a lockable office space, Unit No. 720, super area 500 Sq. Ft., 7th floor, Tower-A, and executed a Developer-Buyer Agreement with the Respondent on 02-06-2016 for a total consideration of Rs. 35,62,262/- making payments as per the agreed schedule, and having paid Rs. 11,05,578/- to date. The ledger to the payments made is as under:-

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Name or pa	" ELECTION	Mrs. Restona Brivason. Application ne : OND/20068(18-16 - Browning No : CNDS/26068(15-16					
Property details		Stock/Tower WTG TOWER A Floor Floor 7th					
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Balance as or	31-Jan-2022 * (50.50%)	1.554 934.00					
Total Doe Amount (cs.25%)		2,487,938.00 *(2,178,475.00+200,762.50+60.676.00 *8.878.00+9.60+0.60+0.60)					
	AND LOCAL PROPERTY OF THE PARTY	Detail of Amount Due and Payment Receive	ed upto 31-Jan-2022				
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8-Dec-17	12.5% of BSP within 24 month 8 (483,125.00 + Tax : 48.376.00)	nom the date of booking	451,501.00		1,294,933.00	134	
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As per the agreement, the Respondent was obligated to deliver possession within 48 months, i.e., by 02-06-2020, or by 02-12-2020 considering the grace period. However, the Respondent has failed to hand over possession till date, and the construction is still ongoing, making delivery as per the agreed specifications impossible. The Respondent has thus breached the terms of the agreement, and the Complainant, therefore, prays that this Hon'ble Tribunal may direct the Respondent to **refund the amount paid along with interest** in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016, and grant any other relief deemed just and proper.

- 3. Upon receipt of the present complaint, notice was duly issued to the Respondent had filed written statement dated 23.11.2023. It has stated there is no deficiency, negligence, or mala fide intention on its part as alleged by the Complainant, and no cause of action has arisen. The Complainant has failed to pay installments as per the agreed payment plan despite repeated reminders, with a sum of Rs. 31,39,938/- (plus interest) still outstanding, and therefore does not approach this Hon'ble Authority with clean hands. The agreed date of possession is linked to the project completion, for which the Respondent had earlier applied for extension to 30.06.2022 and now to 30.06.2024, currently under consideration. Further, delays were caused by *force majeure* events, including COVID-19 lockdowns, which were beyond the Respondent's control. Construction is now in full progress, and the present complaint is premature, unsustainable, and liable to be dismissed.
- 4. The violations and contraventions contained in the complaint were given to the representative of the respondents to which they denied and did not plead guilty. The complaint was proceeded for further inquiry.
- 5. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint.
- 6. That representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondents.
- 7. The Complainant submits that the Respondent, through its agent, represented that it was developing a commercial office-cum-retail project at WTC Towers, Site No. 2, Block-D, Aerocity, District SAS Nagar (Mohali), Punjab 140603. Relying on these representations and assurances regarding timely completion, the Complainant booked Unit No. 720, Tower-A, 7th floor, with a super area of 500 square feet in the Project. A Developer-Buyer Agreement was executed on 02-06-2016 for a total consideration of Rs.35,62,262, which included payment terms, timelines, and possession schedules. The Complainant has made payments totaling Rs.11,05,578 as per the agreed schedule. Possession of the unit was to be delivered within 48 months from the date of the

agreement, i.e., by 02-06-2020 or by 02-12-2020 including the grace period. Despite the passage of significant time, the Respondent has failed to hand over possession of the unit, and construction work is still ongoing.

- 8. The Respondent has also failed to present any evidence disputing the Complainant's payments or entitlement to possession. The Respondent filed a preliminary reply raising objections, including force majeure due to COVID-19, alleged payment default by the Complainant, and claimed that possession was linked to project completion and extensions to 30-06-2024. Subsequent to filing the written submission dated 23.11.2023, the respondent did not appear for arguments in the matter. The Complainant submitted that the Respondent has breached the Developer-Buyer Agreement by failing to deliver possession of the allotted unit within the stipulated timeframe. The Complainant stated that it has complied with payment obligations to the extent of Rs 11,05,578 and is therefore entitled to a refund along with interest under Section 18 of the Real Estate (Regulation and Development) Act, 2016. The Complainant seeks a direction to the Respondent to refund the amounts paid along with interest from the date of default until actual payment, in accordance with the Act, and any other relief deemed just and proper by this Authority.
- 9. The Authority observes that the Complainant has produced the Developer-Buyer Agreement, proof of payments, and records of communication, establishing the claim. The Respondent filed a preliminary reply raising defenses, including force majeure and alleged payment default, but has failed to appear at multiple hearings to substantiate its position, produce documents, or clarify the status of the Project. This non-appearance indicates an absence of bona fide defense and amounts to an implied admission of the Complainant's factual claims. The Complainant has paid a substantial amount towards the unit, while possession has not been offered within the agreed timeline. No credible evidence has been presented to justify the delay, and the Respondent has not disputed the Complainant's entitlement to a refund under Section 18 of the Act. Considering the Respondent's persistent absence and failure to prosecute its defense, the Complainant's claim is well-founded and undisputed. The Respondent cannot take advantage of its own inaction to frustrate the Complainant's statutory rights. Further, even if force majeure of 6 months is taken into account due to COVID-19 but still the project was not complete in the prescribed time line including the COVID-19 extension period. In the case of refund the force majeure condition has become in applicable.
- 10. Further, Hon'ble Supreme Court of India, in Para 77, of its judgment in <u>M/s.</u>

 Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and others in Civil Appeal

 Nos. 6745-6749 of 2021. has reiterated the law declared by the court in Imperia Structures

 Ltd.(supra). The same is reproduced below:-



"77.The submission has no foundation for the reason that the legislative intention and mandate is clear that <u>Section 18(1)</u> is an indefeasible right of the allottee to get a return of the amount on demand if the promoter is unable to handover possession in terms of the agreement for sale or failed to complete the

project by the date specified and the justification which the promotor wants to tender as his defence as to why the withdrawal of the amount under the scheme of the Act may not be justified appears to be insignificant and the regulatory authority with summary nature of scrutiny of undisputed facts may determine the refund of the amount which the allottee has deposited, while seeking withdrawal from the project, with interest, that too has been prescribed under the Act..."

- 11. As regards contention of the Respondent that complainants did not make full payment, Hon'ble Supreme Court in his judgment in **M/s. Newtech Developers Pvt. Ltd.** (supra) in Para 80 has held as follows:-
 - "80. The further submission made by learned counsel for the appellants that if the allottee has defaulted the terms of the agreement and still refund is claimed which can be possible, to be determined by the adjudicating officer. The submission appears to be attractive but is not supported with legislative intent for the reason that if the allottee has made a default either in making instalments or made any breach of the agreement, the promoter has a right to cancel the allotment in terms of Section 11(5) of the Act and proviso to sub-section 5 of Section 11 enables the allottee to approach the regulatory authority to question the termination or cancellation of the agreement by the promotor and thus, the interest of the promoter is equally safeguarded."
- 12. The respondent had the option to initiate the process for cancellation of the allotment, in case a default, by the complainants. However, the same was not done and promoter itself failed to offer possession, within the agreed upon/extended period, in terms of Agreement for Sale. Hence, the complainants are liable for refund of the entire amount paid by the complainant, alongwith prescribed rate of interest.
- 13. Since the construction has been delayed inordinately; therefore, as per provisions of Section 18 the complainant is entitled to claim refund alongwith interest as per its choice in case of non-completion on due date. It reads 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:

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."

14. In view of the undisputed facts, documentary evidence, and the Respondent's failure to appear and substantiate its defenses, the Authority concludes that the Respondent is liable to refund Rs.11,05,578/- paid by the Complainant along with interest as per the provisions of the Real Estate (Regulation and Development) Act, 2016. The Respondent is directed to pay interest on the paid amount from the date of payment by the complainant till actual payment by the respondent at the prescribed rate under



Section 18 of the RERD Act, 2016 read with Rules, 2017 made thereunder. The complaint is therefore allowed in favor of the Complainant.

In view of the above, the complaint is <u>Partly Allowed</u> and complainant is entitled to refund of its money alongwith interest applicable @ 10.85% (i.e. 8.85% SBI's Highest MCLR Rate applicable as on 15.08.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The period for payment of interest will be considered from the next month in which payment was effected by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, the calculation of refunds and interest upto 31.08.2025 is calculated as follows:-

Sr. No.	Payment made on	Interest payable from	Principal Amount paid	Interest calculated till	Rate Of Interest	Delay in months	Interest payable till 31.08.2025
Α	В	D	E	F	Н		J
1	28.12.2015	01.01.2016	2,00,000/-	30.11.2016	@ 10.85% (i.e. 8.85% SBI's Highest MCLR Rate applicable as on 15.08.2025	11	19892.00
2	19.01.2016	01.02.2016	1,36,529/-	30.11.2016		10	12345.00
3	21.03.2016	01.04.2016	3,40,512/-	30.11.2016		8	24630.00
4	02.08.2016	01.08.2016	4,25,000/-	30.11.2016		4	15371.00
5	25.11.2016	01.12.2016	3,537/-				-
Total		11,05,578/-		011 13.00.2023	-	72238.00	
		01.12.2016	11,05,578/-	31.08.2025		108	1079597.00
Total Interest payable upto 31.08.2025							1151835.00
GRAND TOTAL (Principal Amount + Interest Payable upto 31.08.2025)						2257413.00	

- The Hon'ble Supreme Court, in its judgment in the matter of *M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Others* (Civil Appeal Nos. 6745-6749 of 2021), has upheld that the refund to be granted u/s. 18 read with Section 40(1) of the Real Estate (Regulation & Development) Act, 2016 is to be recovered as Land Revenue alongwith interest and/or penalty and/or compensation.
- 17. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the refund amount along with the accrued interest shall be recovered as Land Revenue as provided u/s. 40(1) of the RERD Act, 2016. Accordingly, the Secretary is instructed to issue the requisite Debt Recovery Certificate and send it after 90 days as per Rule 17 of the Punjab Real Estate (Regulation & Development) Rules, 2016 to the relevant Competent Authorities under the Punjab Land Revenue Act, 1887 for due collection and enforcement in accordance with law.
- 18. Further the principal amount is determined at Rs.11,05,578/- and interest of Rs.11,51,835/- the rate of interest has been applied @ 10.85% (i.e. SBI's Highest MCLR Rate applicable as on 15.08.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. Hence, the promoter is liable to pay a total amount of Rs.22,57,413/- upto 31.08.2025 (i.e. principal amount of Rs.11,05,578/- and balance interest of Rs.11,51,835/-), and any amount due as interest w.e.f. 01.09.2025 of Rs.9,996/- per month is due and pending. Any amount paid by the promoter will be considered as payment against the interest whatever is due. After payment of whole of interest only then the payment will be considered against principal and accordingly the

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principal will be reduced and interest will be charged on the balance principal amount till the principal amount is fully paid. Even any payment after reduction in principal amount if any will be first considered towards interest payment, if any becomes due on the unpaid principal amount.

- 19. Further, the promoter is directed not to sell, allot, book the Apartment bearing Unit No.720 super area 500 sq. ft., 7th Floor, Tower-A, Site No. 2, Block-D, WTC Tower, Aerocity, SAS Nagar, Mohali allocated to the complainants till the whole payment payable to the complainant of Rs. 22,57,413/- upto 31.08.2025 (i.e. inclusive of principal amount of Rs. Rs.11,05,578/- and net interest of Rs.11,51,835/-) and subsequent interest amount w.e.f. 01.09.2025 @ Rs.9,996/- per month, if any, becomes dues is fully paid to the complainant. The complainant will have its continuous lien over the said unit till the refund alongwith interest is not paid by the promoter to the complainant as determined in this order and/or mentioned in the Decree Certificate. The promoter will be free to sell the unit in question only after duly obtaining the receipt of the due payment from complainant as per this order.
- The amount of Rs.22,57,413/- (i.e. inclusive of the principal amount of Rs.11,05,578/- and interest of Rs.11,51,835/- determined as refund and interest amount thereon upto 31.08.2025) and further a sum of Rs.9,996/- to be payable as interest per month from 01.09.2025 is held "Land Revenue" under the provisions of Section 40(1) of the RERD Act, 2016. The said amounts are to be collected as Land Revenue by the Competent Authorities as provided/authorised in the Punjab Land Revenue Act, 1887 read with section 40(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab Real Estate (Regulation & Development) Rules, 2017. The complainant & the respondent are directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same in to account. The amount of Rs. 22,57,413/- upto 31.08.2025 (i.e. inclusive of principal amount of Rs. Rs.11,05,578/- and net interest of Rs.11,51,835/-), has become payable by the respondent to the complainant immediately and be paid within 90 days from the date of receipt of this order by the promoter as per Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rules 17 of the Punjab Real Estate (Regulation & Development) Rules, 2017 as being determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016.
- 21. The Secretary of this Authority is hereby directed to issue a "Debt Recovery Certificate" immediately and send the same to the Competent/ jurisdictional Authority as mentioned in the Punjab Land Revenue Act, 1887 after 90 days of the issuance of this order to be recovered as arrears of "Land Revenue". The complainant & the respondent are directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same in to account before sending "Debt Recovery Certificate" to the Competent Authority for recovery. Further, Reshma Srivastav is held to be Decree Holder and the

Respondent i.e. WTC Noida Development Company Pvt. Ltd. is held as judgment debtors for the purposes of recovery under this order.

- 22. No other relief is made out.
- 23. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh

Dated: 18.09.2025

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

A copy of the above order may be sent by the Registry of this Authority to the followings:-

- Ms. Reshma Srivastav, Flat No. 1101, Tower-25, Orchid Petals, Sonha Road, 1. Gurgaon, Haryana – 122001.
- M/s. WTC Noida Development Company Pvt. Ltd., GF-09, Plaza M6, District 2. Centre, Jasola, South Delhi, Delhi – 110025.
- 3. The Secretary, RERA, Punjab.
- Director (Legal), RERA, Punjab. 4.
- The Complaint File.
 - The Master File.

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