



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

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|--|----|---|
| 1. Complaint No. | :- | GC No. 0383/2022UR |
| 2. Name & Address of the complainant (s)/ Allottee | :- | 1. Sh. Jang Singh s/o Sh. Sadhu Singh R/o Village Jakhwali, District Fatehgarh Sahib, Punjab
2. Sh. Jasvir Singh s/o Sh. Gurcharan Singh R/o Village Jakhwali, District Fatehgarh Sahib, Punjab. |
| 3. Name & Address of the respondent (s)/ Promoter | :- | 1. Estate Officer Patiala Urban Planning & Development Authority PDA
PUDA Complex, Urban Estate Phase-II,
Patiala, Punjab - 147001
2. M/s. Omaxe Ltd. through its Director/MD Omaxe House 7, Behind Kalkaji Post Officer Kalkaji, LSC, New Delhi - 110019. |
| 4. Date of filing of complaint | :- | 17.07.2022 |
| 5. Name of the Project | :- | PDA Omaxe City, Sirhind Road, Baran, Patiala |
| 6. RERA Registration No. | :- | Unregistered |
| 7. Name of Counsel for the complainant, if any. | :- | Sh. J.P. Singla, Advocate |
| 8. Name of Counsel for the respondent, if any. | :- | Sh. Ashish Grover, Advocate for respondent no. 1.
Sh. Munish Gupta & Sh. Manjinder Kumar, Advocate for respondent no. 2. |
| 9. 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 | :- | 12.03.2025 |

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

The present complaint dated 17.07.2022 has been filed by Sh. Jang Singh & Sh. Jasvir Singh (hereinafter referred as the 'Complainants') 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') before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority') relating to an *Un-Registered Project* 'PDA-Omaxe City' Sirhind Road, Baran, Patiala.

2. The brief gist of the complaint, as alleged by the complainant, is that:-

- i. Respondent No. 1 acquired approximately 336.50 acres of land situated in Village Baran, District Patiala, for the purpose of developing a township project. In furtherance of the said objective, a Joint Development Agreement was executed with Respondent No. 2 on 16.11.2006. As per the terms of the agreement, the commencement date for the project was fixed as 09.08.2007, and the entire



development work was to be completed on or before 08.08.2011. However, Respondent No. 2 failed to adhere to the agreed schedule and did not complete the work within the stipulated period.

ii. Due to non-performance and failure to fulfill contractual obligations, Respondent No. 1 issued a Notice of Default to Respondent No. 2 on 09.12.2010. In paragraph 9 of the said notice, it was clearly mentioned that the quality of work was substandard and that Respondent No. 2 had failed to honor its commitments under the agreement. Respondent No. 1, being dissatisfied with the continuous non-performance, eventually issued a Notice of Termination dated 20.06.2011. In paragraph 5 of this termination notice, it was stated that only 29% of the total work had been completed, as confirmed by both the technical staff of Respondent No. 1 and M/s Redicon India Pvt. Ltd., an independent quality control agency.

iii. It is pertinent to mention that despite being fully aware of the ongoing default and unsatisfactory progress of the project, the respondents proceeded to conduct an auction of commercial sites on 06.04.2011. This action was undertaken even though Respondent No. 2 had already been found lacking in performance and quality control, and was significantly behind schedule. The complainants, being unaware of these internal disputes and defaults, participated in the auction in good faith and booked Shop No. 95, measuring 35 square yards in Pocket No. 2, for a total consideration of Rs. 33,81,000/-. They duly received an allotment letter and made a substantial payment of Rs. 8,45,251/- towards the same, as evidenced by the payment details.

iv. Upon later discovering the serious disputes between the two respondents and the termination of the development agreement, the complainants felt deceived and understandably stopped making further payments. After the termination notice was issued, Respondent No. 2 did not carry out any further development work on the site, which remains in an undeveloped state to this day. The complainants had purchased the shop for the purpose of self-employment, and the failure of the respondents to complete the project has caused severe hardship. Despite repeated requests and follow-ups with both respondents to resume and complete the project, the complainants' pleas went unheard.



v. Finding no other option, the complainants served a registered legal notice on 11.10.2021 to both respondents through their legal counsel, demanding a refund of the amount paid along with applicable interest and compensation. Respondent No. 1 replied to the legal notice on 28.10.2021, summarily denying the claim without offering any justification. Respondent No. 2, on the other hand, chose not to respond to the legal notice at all, further demonstrating their apathy and disregard towards the legitimate grievances of the complainants.

vi. Furthermore, the said township project, being an ongoing project, falls within the purview of the Real Estate (Regulation and Development) Act, 2016. As per the provisions of the Act, it was mandatory for the respondents to register the project with the Real Estate Regulatory Authority (RERA). Despite directions issued by the RERA Authority, the respondents failed to fulfill this obligation, thereby violating the mandatory provisions of the Act. This non-registration attracts penal consequences under Section 59 of the RERA Act, 2016.

vii. In light of the continued inaction and clear breach of legal and contractual obligations by both respondents, the complainants have decided to withdraw from the project. The indefinite delay and lack of any progress offer no scope for timely completion of the project. The complainants, having already invested their life savings into the said property, cannot be expected to wait endlessly. Therefore, they are constrained to file this complaint seeking appropriate legal remedy.

viii. The facts and circumstances of the present case are directly covered by the decision dated 15.06.2021 in Complaint No. ADC No. 1484/2019 titled Dr. Saurabh Kansal vs. Estate Office PDA and Another, where similar relief was granted to the complainant under analogous circumstances. Hence, the complainants respectfully submit this complaint seeking refund of the deposited amount, interest, compensation, and other appropriate reliefs.

3. In response to the notice, the respondents have submitted their reply, asserting its position based on the following averments:-

➤ **Respondent no.1 made its submissions as follows and alleged that:-**

- i. As per Section 1(3) of the Real Estate (Regulation and Development) Act, 2016 (RERA), the Act comes into force on dates notified by the Central Government.



- ii. Vide Notification dated 26.04.2016, certain provisions of RERA came into effect from 01.05.2016, while the remaining provisions were enforced from 01.05.2017 via notification dated 19.04.2017.
- iii. The Act applies prospectively from these dates, with no retrospective application.
- iv. Section 3 mandates that promoters must register real estate projects before advertising, selling, or offering them for sale. Ongoing projects without a completion certificate must also register within three months of the Act's commencement.
- v. The definition of "Ongoing Projects" in Rule 2(h) of the Punjab State RERA Rules, 2017 includes projects where development is still underway, excluding portions with a completion or occupation certificate.
- vi. Patiala Urban Planning and Development Authority (PDA) applied for project registration on 29.09.2017, but RERA Punjab rejected it on 21.06.2018 due to the absence of a project completion timeline.
- vii. The project remains unregistered as disputes with OMAXE Ltd. are pending before the Government, Arbitrator, and Punjab & Haryana High Court.
- viii. Complaints against unregistered projects are not maintainable, and thus, this Hon'ble Authority lacks jurisdiction.
- ix. This Authority has previously dismissed similar complaints due to lack of jurisdiction, including in the case of Vijay Mohan Goel vs. Estate Officer PDA-OMAXE.
- x. The Punjab Regional and Town Planning and Development Act, 1995 governs urban development, under which PDA was constituted to develop land in a planned manner.
- xi. Section 43 empowers PDA to develop and dispose of land as per determined terms.
- xii. PDA and OMAXE Ltd. launched a 336.5-acre project in PPP mode, auctioning commercial plots with specific terms and conditions.
- xiii. The complainant successfully bid for SCO Shop No. 95 measuring in the auction held on 06.04.2011 and deposited 10% of the price as required. Thereafter, the complainant paid Rs.5,07,150/- to make 25% of the price.



- xiv. An allotment letter (No. 1810, dated 23.06.2011) was issued, but the complainant failed to pay subsequent installments on time.
- xv. The project faced delays due to a status quo order by the Punjab & Haryana High Court (28.07.2011 to 28.09.2013), leading to rescheduled payments.
- xvi. The complainant sought a refund on 11.10.2021 by serving legal notice.
- xvii. The project, a joint venture between PDA and OMAXE, faced execution failures by OMAXE, leading PDA to issue a termination notice on 20.06.2011.
- xviii. Legal challenges delayed progress, including a Supreme Court case (decided on 24.10.2018) and pending litigation in Punjab & Haryana High Court (CWP No. 14348 of 2016).
- xix. Disputes between PDA and OMAXE were referred to a Negotiation Committee and later to an Arbitral Tribunal, which remains inconclusive.
- xx. The complainant is not entitled to relief under Section 18 of RERA, as possession was subject to development completion or 50% payment, which was accepted in the allotment letter.
- xxi. The refund request falls under the Punjab Regional and Town Planning and Development Act, 1995, and the complainant has not availed appeal or revision remedies under Section 45.
- xxii. Section 174 of the Act states that orders passed by the State Government or Competent Authority are final and cannot be challenged in legal proceedings.
- xxiii. The allotment letter includes an arbitration clause, requiring disputes to be resolved under the Arbitration and Conciliation Act, 1996.

In view of the above, it is respectfully prayed that the present complaint be dismissed.

➤ **Respondent no.2 made its submissions as follows and alleged that:-**

- i. The complaint is liable to be dismissed as it conceals relevant facts and includes unnecessary parties. The project falls under the Patiala Urban Development Authority (PDA), with Omaxe Ltd. being only a developer without ownership or allotment rights. All decisions, including cancellations, are under PDA and its Estate Officer.



- ii. Development was halted due to legal challenges by landowners in CWP No. 8100 of 2011, leading to a status quo order by the Punjab & Haryana High Court from 2011 to 2013. Though the petition was later withdrawn, PDA issued a termination notice to Omaxe Ltd., which was never revoked. PDA has not permitted Omaxe Ltd. to resume development.
- iii. PDA Residents Welfare Association filed CWP No. 14348 of 2016 regarding project non-development, which remains pending. Omaxe Ltd. has expressed its willingness to develop, but PDA has not taken any action. The matter is also under review by a Special Committee led by the Chief Secretary, Government of Punjab. Various adjournments have taken place, and the case is still pending adjudication before the High Court.
- iv. The project's non-development is beyond the control of Omaxe Ltd., as it stems from litigation by third parties and PDA's refusal to grant permission. Therefore, making Omaxe Ltd. a party to the complaint is incorrect and constitutes a misjoinder.
- v. The complainant has not disclosed that Omaxe Ltd. is only a developer. The agreement specifies that all payments are to be made to PDA, and decisions regarding the project's progress, collections, and delays fall within PDA's jurisdiction. Omaxe Ltd. has no authority over these matters.
- vi. The project's registration under RERA was rejected by this Authority on 21.06.2018. According to the Supreme Court's ruling in *M/s Newtech Promoters and Developers Pvt. Ltd. vs. State of UP & Others*, complaints related to unregistered projects cannot be entertained. Therefore, the present complaint is not maintainable.
- vii. The complainant's demand for interest and compensation is untenable. The allotment letter dated 23.05.2011 states that no claims can be made if development is hindered. Since the project was affected by litigation and is currently under High Court review in CWP No. 14348 of 2016, no relief can be granted by this Authority.
- viii. The allotment letter contains an arbitration clause for dispute resolution. Therefore, this complaint should not be entertained as arbitration is the appropriate legal recourse. Additionally, clause 7(1) states that the allotment



is governed by the Punjab Regional and Town Planning and Development Act, 1995, which falls outside this Authority's jurisdiction.

ix. In light of these facts, the complaint is liable to be dismissed. Omaxe Ltd. reserves the right to submit further documents if required. The complainant has misled the Authority by implicating Omaxe Ltd., despite PDA being solely responsible. Any relief granted should be directed against PDA, not Omaxe Ltd.

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. It is also alleged that the replies filed by respondents No. 1 and 2 are vague, misleading, and devoid of merit, attempting to evade liability by citing irrelevant legal provisions, pending litigations, and inter-se disputes. Respondent No. 1 has wrongly contended that complaints against unregistered projects are not maintainable, despite clear legal precedence to the contrary. Furthermore, both respondents have failed to fulfill their contractual obligations, delaying possession for over 13 years despite collecting Rs. 8,45,251/- against the allotment price of Rs.33,81,000/- from the complainant. The respondents' reliance on arbitration clauses and other statutes does not override the jurisdiction of this Hon'ble Authority under the RERA Act, 2016. Additionally, the plea of pending court cases has no bearing on the complainant's rightful claim, as neither of them prevented project completion beyond 2013. The respondents are jointly and severally liable for the refund and compensation, and their attempt to shift blame onto each other is unjustified. Given the prolonged delay and financial burden imposed on the complainant, the complaint deserves to be allowed under Section 18 of the RERA Act, 2016, ensuring justice and due relief to the complainant.

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.

During the arguments, Ld. Counsel for the complainant argued that the complainant entered into the auction process and successfully secured a commercial site



(Shop No. 95) based on the representations and assurances of Respondent No. 1. However, Respondent No. 2 failed to meet the timeline, the site remains in an abandoned and undeveloped state. The complainant has been deprived of the right to utilize the property for personal business and self-employment. This constitutes a clear breach of contract and negligence on the part of the respondents.

8. Despite knowing about the serious delays and deficiencies in work, Respondents continued to auction commercial sites, misleading potential buyers, including the complainant. The auction was conducted on 06.04.2011, long after Respondent No. 1 had repeatedly communicated dissatisfaction with Respondent No. 2's performance. The complainant, unaware of these disputes, made a substantial investment in good faith. This act of misleading buyers into investing in a stalled and disputed project amounts to fraud, deception, and unfair trade practices.

9. Under the Real Estate (Regulation and Development) Act, 2016, the project falls under the category of an "ongoing project" and was required to be registered with RERA. However, the respondents failed to comply with this statutory obligation, making them liable under Section 59 of the Act. The respondents cannot escape liability merely by stating that the project was rejected for registration due to the absence of a completion timeline. Their failure to secure registration is their own fault and does not absolve them of responsibility under RERA.

10. Both respondents are attempting to shift blame onto each other to evade liability. Respondent No. 1 claims that Omaxe Ltd. (Respondent No. 2) failed in execution, while Respondent No. 2 argues that it was prevented from continuing the project due to disputes with Respondent No. 1. However, neither of these arguments justifies the failure to complete the project or provide a refund to affected buyers like the complainant. The complainant has paid a substantial amount of Rs. 8,45,251/- and is now left without a developed property or a refund. The failure of the respondents to address this issue highlights their negligence, and they cannot escape their liability by citing inter-se disputes.

11. The respondents' argument that the project was delayed due to a status quo order from the Punjab & Haryana High Court between 2011 and 2013 is misleading and irrelevant. Even after the lifting of the order, no efforts were made to complete the project. Moreover, neither respondent has provided any concrete timeline or assurance of



completion, and the complainant cannot be expected to wait indefinitely. The ongoing litigation between the respondents does not impact the complainant's legitimate right to a refund. The complainant is an innocent buyer who was misled into making a significant investment in a project that was already facing delays and disputes, making the respondents jointly and severally liable for the refund along with interest and compensation. The complainant's request for a refund is fully justified under Section 18 of the RERA Act, 2016, which entitles buyers to a refund with interest in case of project delays or failure to deliver possession.

12. Respondent No. 1 asserts that RERA does not apply to the present case as the Act was enforced in 2016 and applies prospectively. It argues that since the auction and allotment process took place in 2011, the complainant cannot claim relief under RERA. However, as per the Punjab RERA Rules, 2017, ongoing projects without a completion or occupation certificate are required to be registered, and complaints related to such projects are maintainable. The Authority has previously entertained similar complaints, and dismissing this complaint on jurisdictional grounds would set a wrong precedent and allow unscrupulous developers to escape liability.

13. Respondent No. 1 argues that this inconsistency weakens the complainant's case. However, the complainant had every right to reconsider his position given the ongoing uncertainties. The key issue remains that possession has not been handed over even after more than 13 years, and the complainant cannot be forced to wait indefinitely.

14. Respondent No. 2, Omaxe Ltd., contends that it was merely a developer and had no ownership or allotment rights over the property. It claims that all decisions, including cancellations and refunds, lie with PDA and that it was prevented from proceeding with construction after being issued a termination notice. However, as the appointed developer, Omaxe Ltd. had a direct role in executing the project, and its failure to do so makes it equally responsible. Furthermore, it continued to allow the auction and allotment of sites despite knowing that the project was stalled, which constitutes deceptive conduct. The presence of legal disputes between PDA and Omaxe Ltd. does not absolve either party of liability towards buyers like the complainant, who invested in good faith.

15. Respondent No. 2 also claims that litigation by third parties and court orders prevented project completion. However, this does not explain why, even after the status quo order was lifted, no progress was made. The complainant was never informed of



these disputes at the time of purchase, and it is unjust to deny him relief by citing legal battles that he had no knowledge of. The project remains in a stalled state with no resolution in sight, and the respondents' failure to take corrective measures highlights their negligence and lack of accountability.

16. The respondents have repeatedly argued that arbitration is the appropriate forum for dispute resolution. However, arbitration clauses in agreements cannot override statutory remedies available under RERA and the same had already been decided in many cases by this Authority e.g. GC No. 1462/2019 decided on 07.04.2021 titled as **Satwant Boparai Vs. Omaxe Chandigarh Extension Developers Pvt. Ltd.**

17. The complainant has demonstrated that the respondents have acted in bad faith by collecting substantial amounts from buyers without delivering the promised development. The complainant is entitled to a full refund with interest.

18. Further, Hon'ble Supreme Court of India, in Para 77, of its judgment in **M/s. 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 Section 18(1) 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..."

19. 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."



21. 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:-

(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:

22. In view of the above, the complaint is Partly Allowed and complainant is entitled to refund of its money alongwith interest applicable @ 11.10% (i.e. 9.10% SBI's Highest MCLR Rate applicable as on 31.03.2025 + 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 31.03.2025 is calculated as follows:-

[illegible]

23. 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.

24 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. Accordingly, the Secretary is instructed to issue the necessary 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 Land Revenue Act, 1887 for due collection and enforcement in accordance with law. The concerned authorities are further directed to take expeditious steps for the recovery of the amount as per the prescribed procedure under the Land Revenue Act, ensuring compliance with all legal requirements and due process.

25. Further the principal amount is determined at Rs.8,45,251/- and interest of Rs.13,05,701/- the rate of interest has been applied @ 11.10% (i.e. SBI's Highest MCLR Rate applicable as on 31.03.2025 + 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.21,50,952/- upto 31.03.2025 (i.e. principal amount of Rs.8,45,251/- and interest of Rs.13,05,701/-), and any amount due as interest w.e.f. 01.04.2025 of Rs.7,818/- 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 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.

26. Further, the promoter is directed not to sell, allot, book the unit which was allocated to the complainants till all the payment payable to the complainant including of Rs.21,50,952/- upto 31.03.2025 (i.e. principal amount of Rs.8,45,251/- and interest of Rs.13,05,701/-) and subsequent interest amount w.e.f. 01.04.2025 @ Rs.7,818/- 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 mention in the Decree Certificate. However, the promoter is free to sell the unit in question after duly obtaining the receipt of the due payment from complainant as per this order.

27. 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 amount of Rs.21,50,952 /- upto 31.03.2025 (i.e. principal amount of Rs.8,45,251/- and interest of Rs.13,05,701/-), has become payable by the




respondent to the complainant 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 determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016. The amount of Rs.21,50,952/- determined as refund and interest amount thereon upto 31.02.2025 and further a sum of Rs.7818/- to be payable as interest per month from 01.04.2025 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/authorized in the Punjab Land Revenue Act, 1887.

28. The Secretary of this Authority is hereby directed to issue a Recovery Certificate immediately and send to the Competent 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. Therefore, Sh. Jang Singh is held to be Decree Holder and the Respondents i.e. Estate Officer, Patiala Urban Planning & Development Authority PDA and M/s. Omaxe Ltd. as judgment debtor.

29. No other relief is made out.


30. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh
Dated: 12.03.2025


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

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

1. Sh. Jang Singh s/o Sh. Sadhu Singh R/o Village Jakhwali, District Fatehgarh Sahib, Punjab
2. Sh. Jasvir Singh s/o Sh. Gurcharan Singh R/o Village Jakhwali, District Fatehgarh Sahib, Punjab.
3. Estate Officer Patiala Urban Planning & Development Authority PDA, PUDA Complex, Urban Estate Phase-II, Patiala, Punjab – 147001
4. M/s. Omaxe Ltd. through its Director/MD Omaxe, House 7, Behind Kalkaji Post Officer Kalkaji, LSC, New Delhi – 110019.
5. The Secretary, RERA, Punjab.
6. Director (Legal), RERA, Punjab.
7. The Complaint File.
8. The Master File.


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