



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. 0424/2022
2. **Name & Address of the complainant (s)/ Allottee** :- Sh. Roshan Lal Bhardwaj
s/o Sh. Paras Ram
r/o near SDM Office, VPO Ghumarwin,
Bilaspur (Himachal Pradesh) - 174021.
3. **Name & Address of the respondent (s)/ Promoter** :-
 1. M/s. WWICS Estates Pvt. Ltd. through its Directors/ Agents/Representatives
 2. Sh. Baljit Singh Sandhu, Director WWICS Estates Pvt. Ltd.
 3. Sh. Kiran Vir Sandhu, Director WWICS Estates Pvt. Ltd.
 4. Sh. Devinder Sandhu, Director WWICS Estates Pvt. Ltd.
 5. Sh. Rajiv Bajaj Director, Director WWICS Estates Pvt. Ltd.
 6. Sh. Parvinder Sandhu, Director WWICS Estates Pvt. Ltd.
 7. Sh. Pankaj Soni representative WWICS Estates Pvt. Ltd.

(All at Plot No. A12, Industrial Area, Phase-6, District SAS Nagar (Mohali) - 160055)
4. **Date of filing of complaint** :- 16.08.2022
5. **Name of the Project** :- 'Imperial Heights' village Santemajra, Sector 115, Kharar-Landran Road, SAS Nagar, Mohali, Punjab.
6. **RERA Registration No.** :- PBRERA-SAS80-PR0046
7. **Name of Counsel for the complainant, if any.** :- Sh. Sanjeev Patiyal, Advocate.
8. **Name of Counsel for the respondents, if any.** :- Sh. Raman Walia, Advocate.
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** :- 07.04.2025



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

The present complaint dated 16.08.2022 has been filed by Sh. Roshan Lal Bhardwaj (hereinafter referred as the 'Complainant') 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 a RERA registered project namely 'Imperial Heights' promoted by M/s. WWICS Estates Pvt. Ltd. (hereinafter referred as the Respondents).

2. The brief gist of the complaint, as alleged by the complainants, is that the complainant purchased a residential plot in the township project known as "Imperial

County," which was to be developed at Kurali, Siswan Road, Punjab, by M/s WWICS Estates Pvt. Ltd. The complainant made the purchase through a broker representing the company, respondent No. 7, who presented an attractive housing scheme and assured the complainant of the project's legitimacy. The complainant proceeded with the purchase by paying the full sale price, including External Development Charges (EDC) and other applicable fees. Parties entered into 'agreement to sell' on 18.01.2016 of a residential plot P-345 (measuring 142.92 Sq. Yards) for a total consideration of Rs. 16,27,131/- inclusive of registration charges, EDC, and other charges. After full payment, the plot was allotted to the complainant, and as per the agreement terms, some allottees, including the complainant, were provided with a 10% rebate upon completing the total sale consideration. The agreement and payment plan were documented, and a welcome letter was issued on November 16, 2016. Subsequently, the complainant paid the full amount and submitted all receipts, bank statements, and payment details as evidence. The sale deed for the plot was executed and registered with the Sub-Registrar, Kharar, on 12.03.2019. However, it later came to light that the company misrepresented crucial legal documentation regarding the land's status. Instead of uploading a Change of Land Use document, the company uploaded a misleading document related to land regularization on the official website of the relevant authority. This fraudulent act was further highlighted in a newspaper report published in "The Tribune" on August 20, 2021. The complainant alleges that the company, along with its directors, agents, and dealers, conspired to deceive buyers by collecting payments without providing the promised residential accommodation complete with required completion certificates and government formalities. As a result, the complainant had filed the present complaint seeking refund alongwith its interest.

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

i. The Complainant has not approached this authority with clean hands and has suppressed material facts. The Complainant had booked a residential plot (Plot No. P-345, Dream Meadows-I) in Imperial County, Siswan Road, Kurali, Punjab, through an Allotment-Cum-Agreement dated 18.01.2016. The Complainant had accepted and agreed to abide by the terms and conditions of this Agreement, which is already attached with the complaint.

ii. The Complainant was duly offered the physical possession of the plot after the execution of the Agreement. Furthermore, a registered Sale Deed dated 12.03.2019 was executed in favor of the Complainant. The sale deed explicitly states that the Complainant has taken possession of the plot. Therefore, the claim regarding non-delivery of possession is incorrect, and there is no deficiency in service on the part of the promoter. The Complainant has no cause of action to file this complaint. Since the possession was handed over and the Sale Deed was executed in 2019, the present complaint lacks merit.



- iii. The promoter is the rightful owner of land measuring 68,977.23 Sq. Mtrs. and developed the project "Imperial County" at Siswan Road, Kurali. The project was approved by the Local Government and Competent Authority and was further developed as Dream Meadows-I & II. The project offered plots of varying sizes to the general public in a legally recognized residential colony.
- iv. The project was duly recognized under the policy notified by the Government of Punjab on 21.08.2013 for the regularisation of unauthorised colonies. This policy was further extended through a notification dated 18.10.2018. The promoter applied for and obtained approval for regularisation from the Deputy Director, Local Government, Patiala. Certain regularization certificates were cancelled under a misunderstanding, but this decision was challenged before the Hon'ble Punjab & Haryana High Court in CWP No. 23860 of 2021. The High Court set aside the cancellation orders on 08.02.2022 and directed a fresh decision in accordance with the law. Following this, the Director of Local Bodies passed an order dated 28.03.2022, and further proceedings are pending before the Additional Deputy Commissioner (Urban Development), SAS Nagar, Mohali.
- v. The Complainant had booked a plot in a legally recognized residential colony, duly approved by the Deputy Director, Local Government. The project has been regularized, and necessary approvals, including the regularization certificate, were obtained. The Complainant, like other plot holders, is fully entitled to seek further approvals, such as building plan sanctions, from the concerned authorities. Many other purchasers in the project have obtained their building plan approvals and have commenced construction. Essential development works, including roads, parks, sewerage, water supply, and electricity, have been completed in the project.
- vi. More than 187 sale deeds have already been executed in favor of various buyers. The sale deed of the Complainant's plot was registered on 12.03.2019, and as per the agreement, possession was duly delivered. The Complainant can approach the Municipal Corporation, Kurali, for building plan approval like other plot holders. The present complaint, which wrongly alleges deficiency in service, is therefore not maintainable and is liable to be dismissed.
- vii. **The promoter has already fulfilled its contractual obligations by transferring ownership and possession of the plot to the Complainant through a legally registered Sale Deed.** There is no justification for seeking a refund or alleging non-performance. The complaint is without basis and should 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. During the arguments, Sh. Sanjeev Patiyal, Ld. Counsel for the complainant argued that the company misrepresented the legal status of the land by uploading a land regularization document instead of a Change of Land Use (CLU) certificate on the official website. The complainant contends that they purchased the plot based on false assurances made by the company's broker, who misrepresented the project's legitimacy. The complainant alleges that the company failed to deliver the promised residential facilities, including necessary legal clearances and completion certificates. They claim to have paid the full amount of Rs.16,27,131/- but later discovered irregularities in the project, which were also exposed in a newspaper report published in "The Tribune" on August 20, 2021. Due to this misrepresentation and non-fulfillment of contractual obligations, the complainant seeks a full refund with interest.

8. **The respondent counters that the complainant has already taken possession of the plot, as evidenced by a registered sale deed executed on March 12, 2019.** They argue that the project, "Imperial County," is a legally recognized residential development with approvals from the Deputy Director, Local Government, Patiala. The respondent asserts that the project was regularized under Punjab Government policies issued in 2013 and 2018, and when the regularization certificates were cancelled under a misunderstanding, the Punjab & Haryana High Court, in its judgment dated February 8, 2022, set aside the cancellation and reinstated the approval process. They maintain that all essential infrastructure, including roads, water supply, sewerage, and electricity, has been completed and that numerous other buyers have already obtained building plan approvals and started construction. The respondent contends that they have fulfilled their contractual obligations by transferring legal ownership and possession of the plot to the complainant through a valid sale deed, leaving no basis for a refund or allegations of deficiency in service. Consequently, they argue that the complaint is baseless and should be dismissed.

9. I have carefully examined the facts of the present case. The complainant booked a plot in the project "Imperial County," proposed to be developed at Kurali, Siswan Road, Punjab, through a broker representing the company. Subsequently, the parties



entered into an 'Agreement to Sell' on 18.01.2016 for a residential plot, P-345, measuring 142.92 square yards, at a total consideration of Rs. 16,27,131/-, inclusive of registration charges, External Development Charges (EDC), and other applicable fees.

10. Upon full payment of the sale consideration, the plot was allotted to the complainant. As per the agreement, certain allottees, including the complainant, were granted a 10% rebate upon completing the total payment. Clause 29(a) of the agreement stipulated that the respondent was required to hand over possession of the plot within twelve months from the date of signing the agreement, with an additional grace period of six months, making the deadline 17.07.2017.

11. The sale deed for the plot was duly executed and registered with the Sub-Registrar, Kharar, on 12.03.2019. The relevant portion of the sale deed explicitly states that possession of the property was handed over to the complainant on the same day. Furthermore, the sale deed affirms that the complainant is entitled to use the property in any manner deemed fit. This unequivocally establishes that possession was delivered to the complainant in March 2019.

12. Despite having taken possession, the complainant remained silent regarding any alleged deficiency or irregularity in the offer of possession from March 2019 until the filing of the present complaint on August 10, 2022, a period of more than three years. Such a prolonged delay in raising a grievance suggests acquiescence on the complainant's part. The absence of any contemporaneous objections or complaints further weakens the claim for a refund. Given these circumstances, the complainant's request for a refund under Section 18(1) of the Act is not legally sustainable.

13. Additionally, the complainant has failed to furnish any documentary evidence demonstrating that the project is illegal or that an application for building plan approval was rejected by the competent authority. In the absence of such proof, the allegation regarding the project's illegality remains baseless and cannot be accepted.

14. The allottee deposited an amount of Rs.1,30,000/- vide cheque dated 29.09.2015. The allottee has applied and entered into "Agreement for Sale" on 18.10.2016. The possession was to be delivered within one year with an additional grace period i.e. 17th July, 2017 & the possession was taken on 18th July, 2017 as per form 'M'. The sale deed was duly executed on 12.03.2019. The allottee has taken possession on 17th July, 2017 and filed complaint on 16th August, 2022. The complaint has been filed after more than 5 years of taking possession. The property has been duly registered. Once a property is registered with conveyance deed, the allottee cannot ask for refund of the amount deposited by allottee and further interest u/s. 18 of the RERD Act, 2016. The possession and conveyance deed has been done by the allottee after verifying all the facts. Cancellation of a conveyance deed is dealt by the functional civil court and this cannot be de-registered on the orders of RERA, Punjab. There are prescribed Civil Court




jurisdiction and appropriate procedure under the Civil Procedure Code, 1908 for such cases. If there are any lacunae or issue in lieu of the property then this may be contested before Adjudicating Officer of the RERD Act, 2016. This bench declines to interfere with respect to a plot which was taken possession 5 years prior and got conveyance deed almost 2 years and six months before raising the dispute through a complaint. The allottee may seek any other relief as must be available legally after 2 years 6 months of registering conveyance deed but this Bench of Real Estate Regulatory Authority cannot grant refund of the amount paid alongwith interest.

15. In view of the aforementioned facts and observations, the complaint is hereby **dismissed being devoid of merits.**

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


Chandigarh
Dated: 07.04.2025




(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. Roshal Lal Bhardwaj, s/o Sh. Paras Ram, r/o near SDM Office, VPO Ghumarwin, Bilaspur (Himachal Pradesh) – 174021.
2. M/s. WWICS Estates Pvt. Ltd. through its Directors/Agents/Representatives
3. Sh. Baljit Singh Sandhu, Director WWICS Estates Pvt. Ltd.
4. Sh. Kiran Vir Sandhu, Director WWICS Estates Pvt. Ltd.
5. Sh. Devinder Sandhu, Director WWICS Estates Pvt. Ltd.
6. Sh. Rajiv Bajaj Director, Director WWICS Estates Pvt. Ltd.
7. Sh. Parvinder Sandhu, Director WWICS Estates Pvt. Ltd.
8. Sh. Pankaj Soni representative WWICS Estates Pvt. Ltd.
(All from Sr. No. 2 to 8 at Plot No. A12, Industrial Area, Phase-6, District SAS Nagar (Mohali) – 160055)
9. The Secretary, RERA, Punjab.
10. Director (Legal), RERA, Punjab.
- ✓ 11. The complaint file.
12. The master file.


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