



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. 0496/2022
2. **Name & Address of the complainant (s)/ Allottee** :-
 1. Sh. Akshit Garg
 2. Ms. Anjana Garg,
(Both r/o 157/B, Joy Homes- Wave Estate, VTC Sector 85, P.O.Sohana, SAS Nagar (Mohali), Punjab – 140308).
3. **Name & Address of the respondent (s)/ Promoter** :-
 1. M/s. Acme Heights Infrastructure Pvt. Ltd. through its Authorised Signatory/Managing Director Acme Heights 92, Sector 92, Chappar Chiri, SAS Nagar (Mohali) – 140307.
 2. Sh. Pankaj Chhabra,
House No. 14, Sector 16, Panchkula, Haryana – 134108
4. **Date of filing of complaint** :- 03.10.2022
5. **Name of the Project** :- Acme Heights 92
6. **RERA Registration No.** :- PBRERA-SAS81-PR0383
7. **Name of Counsel for the complainant, if any.** :- Ms. Manju Goyal, Advocate for the complainant.
8. **Name of Counsel for the respondent, if any.** :- Ms. Pooja, Advocate for the respondent.
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** :- 04.08.2025

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 Complainant stated that in the year 2019, they applied for an apartment in the "Acme Heights 92" project and were allotted Unit No. 113 on the first floor. An Apartment Buyer's Agreement was executed on 5th June, 2019, for a total sale price of Rs.52,40,000/-. The Complainant stated that a total of Rs.17,00,000/- was paid towards the apartment's cost. This included a booking amount of Rs.5,00,000/- and subsequent payments totalling Rs.12,00,000/-. Crucially, the Complainant submitted that the cash payment of Rs.3,00,000/- is evidenced by a valid receipt signed by Ms. Sonia Mehra, an employee of the Respondent company. The Complainant later requested to withdraw from the project due to personal difficulties and claims to have received a partial refund of Rs.8,00,000/-. The Complainant has repeatedly requested the remaining balance, along with interest at 18% per annum.

2. In reply, the Respondent asserts that the total amount received from the Complainant was Rs.14,00,000/-, denying the alleged cash payment of Rs.3,00,000/-. The Respondent stated that the Complainant voluntarily withdrew from the project on his own accord and that the refund process was initiated in accordance with Clause 7.5 of the Apartment Buyer's Agreement, which permits the Promoter to deduct 10% of the total sale



consideration. The Respondent claims that a total of Rs.9,24,450/- (including TDS) was refunded to the Complainant and received a legal notice demanding a further refund and interest, which they claim is in violation of the agreed terms.

3. The Respondent further submits that based on their records and ledger accounts, the refund calculation was correctly applied. The Complainant, having opted to withdraw from the project, is subject to the terms of the agreement. The Respondent contends that the demand for a further refund is unwarranted as the matter has been settled. In a clarification application, the Respondent also submitted that an additional amount of Rs.76,950/- had been refunded, bringing the total refunded amount to Rs.10,01,400/-. The Respondent argues that based on their calculations of the amount paid, this leads to an overpayment and claims a refund of Rs.1,25,400/- from the Complainant.

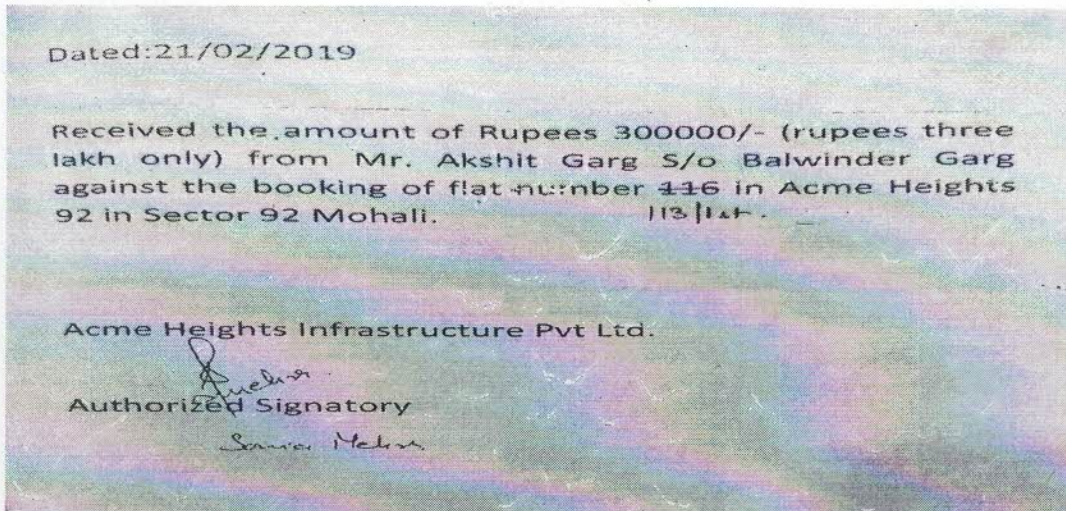
4. The central issue before this Authority is to reconcile the conflicting claims regarding the total amount paid by the Complainant and the total amount refunded by the Respondent. While the applicability of **Clause 7.5** of the Agreement is undisputed, the factual basis for its application is a point of contention.

5. The Authority noted the significant discrepancies in the figures presented, which are summarized in the table below. The resolution of this matter hinges on the verification of these amounts, particularly the disputed cash payment and the total refund. The record of proceedings dated 08.02.2024 states the amount due as follows:-

1. Akshit Garg 2. Anjana Garg Vs. 1. Pankaj Chhabra 2. Acme Heights Infrastructure Pvt. Ltd. through its Director																			
Present:- Sh. Amit Kainth, Advocate for the complainants. Ms. Pooja, Advocate for the respondents.																			
Today, the matter was listed for arguments. However, the complainant stated that it has paid an amount of Rs.17,00,000/- while it has received only Rs.14,00,000/- while perusing the receipts attached with complaint. Ld. Counsel for the respondent stated that it will seek clarification from the respondent-promoter regarding the receipt of Rs.3.00 lakhs in cash. The price of the unit was fixed @ Rs.52,40,000/- and as per statute, it can forfeit only Rs.5,24,000/- maximum i.e., 10% of the cost of the unit. Further, an amount of Rs.9,24,450/- had already been paid out of Rs.17,00,000/- by the promoter including cash of Rs.3,00,000/-. Now the dispute is qua Rs.3.00 lakhs, the respondent is to confirm this on the next date.																			
The calculation of the receivable is as follows:-																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Particulars</th> <th style="text-align: center;">As per Complainant</th> <th style="text-align: center;">As per respondent</th> </tr> </thead> <tbody> <tr> <td>Gross amount paid</td> <td style="text-align: right;">17,00,000/-</td> <td style="text-align: right;">14,00,000/-</td> </tr> <tr> <td>10% forfeited</td> <td style="text-align: right;">5,24,000/-</td> <td style="text-align: right;">5,24,000/-</td> </tr> <tr> <td>Balance to be paid</td> <td style="text-align: right;">11,76,000/-</td> <td style="text-align: right;">8,76,000/-</td> </tr> <tr> <td>Already paid/refunded</td> <td style="text-align: right;">(-)9,24,450/-</td> <td style="text-align: right;">(-)9,24,450/-</td> </tr> <tr> <td>Payable</td> <td style="text-align: right;">2,51,550/-</td> <td style="text-align: right;">(-)48,450/-</td> </tr> </tbody> </table>	Particulars	As per Complainant	As per respondent	Gross amount paid	17,00,000/-	14,00,000/-	10% forfeited	5,24,000/-	5,24,000/-	Balance to be paid	11,76,000/-	8,76,000/-	Already paid/refunded	(-)9,24,450/-	(-)9,24,450/-	Payable	2,51,550/-	(-)48,450/-	
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The promoter has to confirm receipt of Rs.3,00,000/-. In case, respondent has received Rs.3,00,000/- cash as alleged, then it should explain why an amount of Rs. 2,51,550/- may not be ordered to be paid by the respondent. File the submission. In case, the figure is not rebutted, it will be treated as final and accordingly order u/s. 31 of the RERA Act, 2016 may be passed for the same.																			
Next date of hearing is 16.04.2024 at 3.00 PM for arguments.																			
Chandigarh Dated: 08.02.2024	 (Rakesh Kumar Goyal), Member, RERA, Punjab																		



6. The Authority finds that the Complainant has provided a plausible *prima facie* case for the cash payment by submitting a receipt signed by Ms. Sonia Mehra, an employee of the Respondent company. This establishes a master-servant relationship under the Indian Contract Act, 1872, where the actions of an agent bind the principal, provided they are within the scope of their authority. The Respondent has failed to rebut this evidence. Furthermore, the non-appearance of the said employee after being summoned raises an adverse inference against the Respondent's claims. The receipt issued on 21.02.2019 is as follows:-



7. Therefore, the Authority finds that the total amount paid by the Complainant is in fact Rs.17,00,000/-. Based on this finding, the net refund due to the Complainant, after the lawful deduction under Clause 7.5, is Rs.11,76,000/-. As per the Respondent's own claim in the clarification application, a total of Rs.9,24,450/- has been refunded to date. This results in a shortfall, not an overpayment.

8. In view of the evidence and the findings above, it is held that the Respondent is held liable for the actions of its employee, Ms. Sonia Mehra, in accepting the cash payment of Rs.3,00,000/-, as evidenced by the signed receipt and the Respondent's failure to present the employee to rebut this claim. Further, it is held that the total amount paid by the Complainant towards the apartment was Rs.17,00,000/-. The respondent is allowed to deduct an amount of Rs.5,24,000/- as per Clause 7.5 of the Agreement, the net refund amount due to the Complainant is Rs.11,76,000/-. Considering the Respondent's claim of having already refunded Rs.9,24,450/- to the Complainant, the remaining balance due is Rs.2,51,560/- (Rs.11,76,000 - Rs.9,24,450/-) as recorded in the proceedings dated 08.02.2024 which has not been disputed. Therefore, the Respondent is hereby directed to



pay the remaining balance of Rs.2,51,560/- to the Complainant within ninety (90) days from the date of this judgment.

9. 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.

10. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the refund amount shall be recovered as Land Revenue. Further, the Amount is determined at Rs.2,51,560/- u/s 18 of the RERD Act, 2016 read with Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. Hence, the promoter is liable to pay a total amount of Rs.2,51,560/-.

11. The amount of amount of Rs.2,51,560/- as determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016; has become payable by the respondent to the complainant and the respondent is directed to make the payment within 90 days from the date of receipt of this order 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. The amount of Rs.2,51,560/- determined as refund 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.**

12. 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, Sh. Akshit Garg and Ms. Anjana Garg are held to be **Decree Holder** and the




Respondents i.e. M/s. Acme Heights Infrastructure Pvt. Ltd. as judgment debtor
being jointly and severally liable for the purposes of recovery under this order.

13. No other relief is made out.

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


Chandigarh
Dated: 04.08.2025




(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. Akshit Garg
2. Ms. Anjana Garg,
(Both r/o 157/B, Joy Homes- Wave Estate, VTC Sector 85, P.O.Sohana, SAS Nagar (Mohali), Punjab – 140308.
3. M/s. Acme Heights Infrastructure Pvt. Ltd., through its Authorised Signatory/Managing Director, Acme Heights 92, Sector 92, Chappar Chiri, SAS Nagar (Mohali) – 140307.
4. Sh. Pankaj Chhabra, House No. 14, Sector 16, Panchkula, Haryana – 134108
5. The Complaint File.
6. The Master File.


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