

**BEFORE SH. ARUNVIR VASHISTA, MEMBER-II
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB AT
CHANDIGARH**

Complaint No. RERA/ GC No.0544 of 2022

Date of filing: 14.11.2022

Dated of Decision: **18.11.2025**

Amrinder Singh Thind son of Paramjit Singh Thind R/O PG 186,
EMAAR Mohali Hills, Sector 108, SAS Nagar (Mohali), Pin Code
140501.

... Complainant

Versus

1. Mrs. Sucheta Thakur wife of Rajesh Thakur
2. Rajesh Thakur son of Partap Singh Thakur, both residents of #
773, GBS and DC Office Society, Sector 48-A, Chandigarh

... Respondents

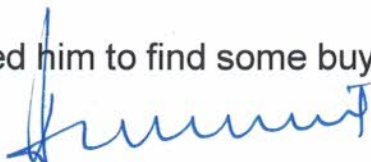
Complaint under Section 31 of the Real Estate (Regulation
and Development) Act 2016.

Present: Sh. Savinder Singh Gill, Advocate for the complainant
Respondents exparte

ORDER

The present complaint has been filed under Section 31 of
the Real Estate (Regulation and Development) Act, 2016 (hereinafter
referred to as "the Act"), read with Rule 37 of the Punjab State Real
Estate (Regulation and Development) Rules 2017 (hereinafter referred
to as the Rules) against the respondents.

2. The complainant who is a real estate agent/ broker having
RERA registration No. PBRERA-SAS81-REA 1859 alleged in the
complaint that he deals in sale and purchase of properties in Mohali.
The respondents who were having plot no.418, measuring 300 sq. yd.
in the project 'Pinewood Park' situated at Sector 108, SAS Nagar,
Mohali approached him to find some buyer for selling out the said plot.



Accordingly, he (complainant) found a prospective buyer namely Gurnam Singh for the purchase of abovesaid property and got the deal done between them. An agreement to sell was also executed between respondents and the buyer Gurnam Singh, according to which it was agreed that both the parties will pay 1% of the sale consideration agreed between them as brokerage/commission/ fees to the complainant for completing the said deal. It was alleged by the complainant that after completion of the said deal the respondents refused to pay his brokerage/ fees as agreed by them at the time of execution of the agreement to sell despite his repeated requests for the same although the buyer, namely Gurnam Singh had paid him his requisite fees of Rs.90,000/-. Hence, the complainant prayed for giving directions to the respondents to pay an amount of Rs.90,000/- as his brokerage fees, alongwith interest @ 9% per annum from the date of sale till payment.

3. Notice of the complaint was issued to the respondents who did not appear despite service and were thus proceeded against exparte vide order dated 06.06.2025.

4. In order to prove his case, the complainant has relied upon certain documents i.e. Registration Certificate issued by RERA in his favour to work as real estate agent (Annexure A-1), Agreement to sell dated 8th July 2022 (Annexure A-2), Assignment Documents (Annexure A-3) and copy of legal notice issued to the respondents by the complainant through his counsel Mr. Savinder Singh Gill, Advocate (Annexure A-4).



5. This authority has heard the arguments of the learned counsel for the complainant and has also gone through the documents produced on record.

6. From the documents placed on record by the complainant, it was evident that complainant who is a registered real estate agent vide Registration Certificate issued to him by RERA (Annexure A-1) got the deal struck between the respondents i.e. vendor and the vendee Gurnam Singh. In the Agreement to sell dated 8th July 2022 (Annexure A-2), it was specifically mentioned that both the parties shall pay 1% brokerage to Mr. Almrinder Singh Thind i.e. the complainant at the time of Transfer. Further, as per complainant the vendee Gurnam Singh had paid him his entire brokerage/ fees while the respondents refused to pay his brokerage/ fees as agreed by them at the time of execution of the agreement to sell despite his repeated requests for the same which they were bound to pay. Even otherwise the case of complainant and the claim made therein including the documents produced on record in support thereof remained unrebutted as respondents chose not to appear despite their service and they were thus proceeded against exparte. Accordingly, in view of the unrebutted claim and exparte evidence led on record in support thereof, this bench feels no hesitation in accepting the prayer of complainant. Respondents are thus directed to pay an amount of Rs.90,000/- to the complainant as his brokerage fee, alongwith interest @ 9% per annum from the date of sale till payment.


(Arunvir Vashista),
Member, RERA, Punjab