

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

Complaint No. RERA/ GC No.0056 of 2023UR

Date of filing: 06.03.2023

Dated of Decision: **20.11.2025**

1. Surinder Mohan Saini son of Chuni Lal
2. Parveen Kumar wife of Surinder Mohan Saini
Both residents of New Nehru Nagar, Dakki Road, Pathankot,
Punjab, Pin Code 145025

...Complainants

Versus

1. M/s Emerging Vally (P) Ltd., SCO No.46-47, First Floor, Sector 9-D, Chandigarh, through its Managing Director/ Director/ Authorized Signatory,
Site Office- Emerging Valley, Sector 125, Village Nagoiri, Tehsil Banur, District Mohali, Pb. Through its Managing Director/ Director/ Authorized Signatory
2. Gurpreet Singh Sidhu, Managing Director of M/s Emerging India Housing Corporation (P) Ltd. & of M/s Emerging Vally (P) Ltd., SCO No.46-47, First Floor, Sector 9-D, Chandigarh
3. Kawaljit Singh Director of M/s Emerging Valley (P) Ltd., Resident of # 612, Heera Bagh Chaura, University, Patiala
4. Shaifi Kumar son of Ravi Kumar, General Manager/ Authorized Signatory Emerging Valley Pvt. Ltd., resident of # 25, village Dhaban Kokrian, Tehsil Abohar, District Fazilka, Punjab.

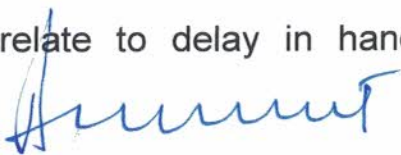
... Respondents

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

Present: Mr. Sunitt Chauhaanl, Advocate representative for the complainants
Respondents exparte

ORDER

The main allegations in this complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") by the complainants against the respondents, relate to delay in handing over possession of the



residential plot purchased by the complainants in the project "Emerging Valley Pvt. Ltd." of respondents, situated at Landran- Banur Road, village Nogiari District SAS Nagar, Mohali, Punjab, till the actual physical possession was not given after obtaining the completion certificate from the competent authority. Accordingly, the main relief sought is to hand over possession along-with payment of interest for the period of delay.

2. The complainants in their complaint, have inter alia claimed/ alleged that they booked a plot measuring 250 square yards in the respondent's project at Landran- Banur Road, village Nogiari District SAS Nagar, Mohali, Punjab. Final Allotment letter/ Registry dated 08.01.2016 was also issued to the complainants in respect of plot No. EVP/250/28. Subsequently mutation of the same was duly entered in the revenue record. The complainants had already made full and final payment of Rs.41,25,000/- to the respondents. Then although the possession of the plot has already been offered to the complainants as mentioned at page No.2 of the Registry, but the physical possession of the plot had not been given till date. Moreover, no demarcation of the said plot had been done by the respondents for its identification. Hence, the present complaint.

3. Notice of the complaint was served on the respondents who did not appear despite service through publication; hence they were proceeded against exparte vide order dated 06.06.2025.

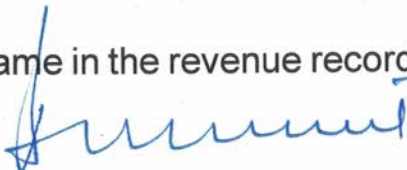
4. In order to prove their case, complainants relied upon certain documents i.e. copy of CLU dated 04.07.2013 (Annexure-C1), copy of Allotment Letter (Annexure-C2) and copy of mutation (Annexure-C3).



5. This authority has heard the arguments of the complainants and have also gone through the documents produced on record.

6. While reiterating the contents of complaint, learned counsel for the complainants highlighted the main facts of the case. He pointed out that vide allotment letter dated 08.01.2016 the complainants were allotted a residential plot no. EVP/250/28 measuring 250 sq. fts in the project "Emerging Valley Pvt. Ltd." of respondents. The total cost of the plot was Rs.41,25000/- which the complainants have already paid to the respondents. He continued that respondents promised to deliver the possession along with basic amenities within 3 years from the date of signing of the Allotment Letter. This stipulation had however been violated by the respondents and even after delay of more than 6 years, physical possession of the plot was still not handed over to the complainants. Therefore, the respondents were liable to pay interest for delayed period on the amount paid by the complainants at the rate prescribed in the Punjab State Real Estate (Regulation and Development) Rules, 2017 for the period of delay till the delivery of possession.

7. The case of complainants and the claim made thereunder including the documents produced on record in support thereof remained unrebutted as respondents chose not to appear despite service and they were thus proceeded against exparte. From the documents placed on record by the complainants, it was evident that despite making full and final payment, the complainants were not given physical possession of the sold plot mutation of which had already been entered in their name in the revenue records. 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 complainants exparte and respondents are hereby directed to give physical possession of the plot in question to the complainants within three months from the date of this order after getting the demarcation done for its identification. The respondents are also liable to pay interest on the amount paid by the complainants for the period of delay in delivery of possession at the rate prescribed under the Act read with Rule 16 of the Rules.



**(Arunvir Vashista),
Member, RERA, Punjab**