

REAL ESTATE REGULATORY AUTHORITY, PUNJAB

1. Complaint Nos. GC No. 0096 of 2023,

Date of Institution :08.04.2023

Date of Decision: 26.11.2025

Harpreet Judge alias Harpreet Dhaliwal, House no. 191, Village KodwaKalan, Ambala, Haryana, PIN code 134202

....Complainant

Versus

M/s Manohar Infrastructure and Constructions Private Limited, Manohar Campus, SCO No.149-141, Sector 17-C, Chandigarh, Pin Code 160017,

Tarninder singh, SCO 139-141, Chandigarh, and

Narinderbir Singh, SCO 139-141, Chandigarh.

....Respondents

2. Complaint Nos. GC No. 0097 of 2023,

Date of Institution :08.04.2023

Date of Decision: 26.11.2025

Harmeet Singh, House no. 191, Village KodwaKalan, Ambala, Haryana, PIN code 134202

....Complainant

Versus

M/s Manohar Infrastructure and Constructions Private Limited, Manohar Campus, SCO No.149-141, Sector 17-C, Chandigarh, Pin Code 160017,

Tarninder singh, SCO 139-141, Chandigarh, and

Narinderbir Singh, SCO 139-141, Chandigarh.

....Respondents

3. Complaint Nos. GC No. 0098 of 2023,

Date of Institution :08.04.2023

Date of Decision: 26.11.2025

Harmeet Singh, House no. 191, Village KodwaKalan, Ambala, Haryana, PIN code 134202

....Complainant

Versus

M/s Manohar Infrastructure and Constructions Private Limited, Manohar Campus, SCO No.149-141, Sector 17-C, Chandigarh, Pin Code 160017,
Tarninder singh, SCO 139-141, Chandigarh, and
Narinderbir Singh, SCO 139-141, Chandigarh.

....Respondents

4. Complaint Nos. GC No. 0099 of 2023,

Date of Institution :08.04.2023

Date of Decision: 26.11.2025

Jagjit Singh, House no. 191, Village KodwaKalan, Ambala, Haryana,
PIN code 134202

....Complainant

Versus

M/s Manohar Infrastructure and Constructions Private Limited, Manohar Campus, SCO No.149-141, Sector 17-C, Chandigarh, Pin Code 160017,
Tarninder singh, SCO 139-141, Chandigarh, and
Narinderbir Singh, SCO 139-141, Chandigarh.

....Respondents

5. Complaint Nos. GC No. 0100 of 2023,

Date of Institution :08.04.2023

Date of Decision: 26.11.2025

Surinder Kaur alias Surinder Dhaliwal, House no. 191, Village
KodwaKalan, Ambala, Haryana, PIN code 134202

....Complainant

Versus

M/s Manohar Infrastructure and Constructions Private Limited, Manohar Campus, SCO No.149-141, Sector 17-C, Chandigarh, Pin Code 160017,
Tarninder singh, SCO 139-141, Chandigarh, and
Narinderbir Singh, SCO 139-141, Chandigarh.

....Respondents

Subject : Complaint in Form 'M' u/S 31 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017. **(Registration Number: PBRERA-SAS80-PR0093; Project Palm Garden)**

Present: Shri Sanjeev Gupta, Sri Ripudaman Singh Advocates for Complainants

Shri Dinesh Madra, Shri Manmohan Sharma Advocates for Respondents

ORDER

1. The above five complaints are being decided by common order since all these complaints contain almost similar points of law and facts. The difference in facts in these complaints pertains to total sale consideration of the plot, size of the plot, the total payment made by each of the complainant and the present status of the application of Expression of Interest. The issues are being dealt collectively while discussing the detail of one case i.e. Harpreet Judge alias Harpreet Dhaliwal Complaint Nos. GC No. 0096 of 2023. The necessary direction/order issued in each case are mentioned independently as integral part of this order itself.

The brief background of each of the complaint is as under:

I) GC No. 0096 of 2023

The complainant, Shri Harpreet judge, alias Harpreet Dhaliwal mentioned in his complaint that he booked a 250 Sq yd. plot on 16.08.2012 @ Rs. 18,000 per square yards in the project Palm Garden for fixed sale consideration of ₹45,00,000 excluding EDC and PLC. It was further alleged that the respondent assured to handover possession of plot within two years. The complainant further submitted that as per payment plan, 30% of cost of plot being Rs. 13,50,000 was duly paid by complainant and next installment of 20% was to be paid at the time of issuance of allotment letter. However, instead of issuing allotment letter, The respondent issued acknowledgement dated 22.08.2012, incorporating arbitrary condition of paying EDC and other charges contrary to agreed sale consideration holding it as a statutory government charge. The respondent failed to issue allotment letter or to execute agreement during 2012 -13. It was mentioned in the complaint that on the pretext of issue of allotment letter, the respondent demanded ₹9,00,000 i.e. 20% of sale consideration which was paid by the complainant on 10.05.2014. The complainant submitted that he was given to understand that allotment letter shall be issued in December 2014, but the respondent

failed despite receiving 50% of sale consideration and also failed to execute plot Buyer's agreement. The complainant apprehends that in order to sell plots at higher rates, the respondent is not issuing allotment letter to the complainant.

II) GC No. 0097 of 2023.

The complainant Shri Harmeet Singh vide application dated 30.07.2012 being an expression of interest for a property in Palm Garden expressed his interest in 300 Sq.yd residential plot in the forthcoming project, Palm Garden @ Rs. 18,000 per square yards in the project Palm Garden for fixed sale consideration of ₹54,00,000 excluding EDC and PLC. It was further alleged that the respondent assured to handover possession of plot within two years. The complainant further submitted that as per payment plan, 30% of cost of plot being Rs. 11,60,000 was duly paid by complainant and next installment of 20% was to be paid at the time of issuance of allotment letter. However, instead of issuing allotment letter, the respondent issued acknowledgement dated 25.07.2013, (C-2) incorporating arbitrary condition of paying IDC and other charges contrary to agreed sale consideration holding it as a statutory government charges. The respondent failed to issue allotment letter or to execute agreement during 2012 -13. It was mentioned in the complaint that on the pretext of issue of allotment letter, the respondent demanded ₹ 9,90,000 i.e. 20% of sale consideration which was paid by the complainant on 14.05.2014. The complainant submitted that he was given to understand that allotment letter shall be issued in December 2014, but the respondent failed despite receiving 50% of sale consideration and also failed to execute plot Buyer's agreement. The complainant apprehend that in order to sell plots at higher rates, the respondent is not issuing allotment letter to the complainant and prayed to direct the respondent to issue allotment letter, execute the agreement, handover possession along with interest for the delay in delivery of possession. It was also requested that action should be taken against the respondent for the alleged violation of different provisions, committing fraud and misrepresentation, selling unapproved plot to complainant and general public, collecting huge amount without having requisite authority, selling hypothecated plots, and not allowing the plot and executing the agreement in spite of receiving 50% of sale consideration.

III) GC No. 0098 of 2023.

The applicant Shri Harpreet Singh vide application dated 19.06.2011 (Annexure C-1 to C-3 of the complaint) being an expression of interest for a property in Palm garden expressed his interest in 300 Sq yd. residential plot in the forthcoming project, Palm Garden @ Rs. 18,000 per square yards in the project Palm Garden for fixed sale consideration of ₹54,00,000 excluding EDC and PLC. It was further alleged that the respondent assured to handover possession of plot within two years. The complainant further submitted that as per payment plan, 30% of cost of plot being Rs.11,60,000/- was duly paid by complainant and next installment of 20% was to be paid at the time of issuance of allotment letter. However, instead of issuing allotment letter, the respondent issued acknowledgement dated 22.11.2012, incorporating arbitrary condition of paying IDC and other charges contrary to agreed sale consideration holding it as a statutory government charges. The respondent failed to issue allotment letter or to execute agreement during 2012 -13. It was mentioned in the complaint that on the pretext of issue of allotment letter, the respondent demanded ₹10,80,000 i.e. 20% of sale consideration which was paid by the complainant on 10.05.2014. The complainant submitted that he was given to understand that allotment letter shall be issued in December 2014, but the respondent failed despite receiving 50% of sale consideration and also failed to execute plot Buyer's agreement. The respondent has cancelled the expression of interest dated 19.06.2011 vide a letter dated 10.02.2023 stating that since the complainant has neither deposited the amount as asked for nor responded to the letter or visited their office, which shows that he is not interested in the allotment in terms of his request made vide EOI. It was also mentioned in this letter that failure on the part of the complainant is adversely affecting all parties concerned with the development and the developer cannot be held liable and responsible for the delay caused by their failure to make timely compliances. In this cancellation letter, the respondent mentioned that the company is refunding the amount of initial deposit being ₹27,00,000 and made request to complainant to collect the original cheque from the office of company after returning the original document of EOI. The complainant apprehend that in order to sell plots at higher rates, the respondent is not issuing allotment letter to the complainant and prayed for restoring the plot to direct the respondent to issue allotment letter, execute the agreement, handover possession along with interest for the delay in delivery of possession. It was also requested that action should be taken against the respondent for the alleged violation

of different provisions, committing fraud and misrepresentation, selling unapproved plot to complainant and general public, collecting huge amount without having requisite authority, selling hypothecated plots, and not allowing the plot and executing the agreement, in spite of, receiving 50% of sale consideration.

IV) GC No. 0099 of 2023.

The complainant Shri Jagjit Singh vide application dated 12.10.2012 being an expression of interest for a property in Palm garden expressed his interest in 300 Sq yd. residential plot in the forthcoming project, Palm Garden @ Rs. 19,000 per square yards in the project Palm Garden for fixed sale consideration of ₹57,00,000 excluding EDC and PLC. It was further alleged that the respondent assured to handover possession of plot within two years. The complainant further submitted that as per payment plan, 30% of cost of plot being Rs. 17,10,000 was duly paid by complainant and next installment of 20% was to be paid at the time of issuance of allotment letter. However, instead of issuing allotment letter, the respondent issued acknowledgement dated 12.10.2012, (C-2) incorporating arbitrary condition of paying IDC and other charges contrary to agreed sale consideration holding it as a statutory government charges. The respondent failed to issue allotment letter or to execute agreement during 2012 -13. It was mentioned in the complaint that on the pretext of issue of allotment letter, the respondent demanded ₹11,40,000 i.e. 20% of sale consideration which was paid by the complainant on 10.05.2014. The complainant submitted that he was given to understand that allotment letter shall be issued in December 2014, but the respondent failed despite receiving 50% of sale consideration and also failed to execute plot Buyer's agreement. The complainant apprehends that in order to sell plots at higher rates, the respondent is not issuing allotment letter to the complainant and prayed to direct the respondent to issue allotment letter, execute the agreement, handover possession along with interest for the delay in delivery of possession. It was also requested that action should be taken against the respondent for the alleged violation of different provisions, committing fraud and misrepresentation, selling unapproved plot to complainant and general public, collecting huge amount without having requisite authority, selling hypothecated plots, and not allowing the plot and executing the agreement, in spite of, receiving 50% of sale consideration.

V) GC No. 0100 of 2023.

The complainant Smt. Surinder Kaur vide application dated 30.07.2012 being an expression of interest for a property in Palm garden expressed his interest in 250 Sq. yd. residential plot in the forthcoming project, Palm Garden @ Rs. 18,000 per square yards in the project Palm Garden for fixed sale consideration of ₹45,00,000 excluding EDC and PLC. It was further alleged that the respondent assured to handover possession of plot within two years. The complainant further submitted that the respondent asked for 50% of sale consideration and assured to issue the allotment letter within six months. Accordingly, the complainant paid an amount of ₹22,50,000 to the respondent. The next installment was due at the time of issuance of allotment letter. However, instead of issuing allotment letter, The respondent issued acknowledgement dated 19.01.2013, (C-2) incorporating arbitrary condition of paying IDC and other charges contrary to agreed sale consideration holding it as a statutory government charge. The respondent failed to issue allotment letter or to execute agreement during 2012 -13. The complainant submitted that he was given to understand that allotment letter shall be issued in December 2014, but the respondent failed despite receiving 50% of sale consideration and also failed to execute plot Buyer's agreement. The complainant apprehends that in order to sell plots at higher rates, the respondent is not issuing allotment letter to the complainant and prayed to direct the respondent to issue allotment letter, execute the agreement, handover possession along with interest for the delay in delivery of possession. It was also requested that action should be taken against the respondent for the alleged violation of different provisions, committing fraud and misrepresentation, selling unapproved plot to complainant and general public, collecting huge amount without having requisite authority, selling hypothecated plots, and not allowing the plot and executing the agreement, in spite of receiving 50% of sale consideration.

2. The complainant Shri Harpreet Judge alias Harpreet Dhaliwal filed the impugned application in Form M on 08-04-2023 against the respondents under section 31 of RERD act, seeking direction for the respondent to issue allotment letter, to execute the agreement and thereafter handover the possession of the unit. It was alleged that the promoter and respondent have committed fraud and misrepresentation, sold unapproved plots to general public including complainant, collected money without having due approvals, not allotting the plot even after receiving 50% amount, misappropriated the money by investing in other projects, not conducted

draw of lots for allotment of plots and oversold the inventory without following the RERA prescribed format. The complainant sought relief for issuance of allotment letter, execution of agreement at the sale consideration agreed and consequent possession of the plot along with interest from 16.08.2014 till the date of delivery of possession. It was further prayed that since the respondents have violated various provisions the action should be taken and section 7, 59 to 61 and other provisions and also to conduct an audit. The complainant also prayed that the respondent may be directed to restore the plot in favour of complainant, if cancelled.

3. Brief of alleged facts as submitted by the complainant are as below :-

- 3.1 The complainant, Shri Harpreet judge, alias Harpreet Dhaliwal mentioned in his complaint that he booked a 250 Sq yd. plot @ Rs.18,000/- per square yards in the project Palm Garden on 16.08.2012 for fixed sale consideration of Rs.45,00,000/- excluding EDC and PLC. The copy of said application was annexed as C-1.
- 3.2 Respondent assured that they have authority to collect the money in lieu of giving the plot and it has received most of the approvals for the project and other pending approvals will be granted shortly.
- 3.3 Payment plan was annexed as annexure C-2. As per the payment plan, 30% was to be paid at the time of booking which the complainant paid. The next 20% was due to be paid at the time of issuance of allotment letter. The complainant paid 30% of cost of plot being Rs.13,50,000/-.
- 3.4 However, instead of issuing allotment letter, the respondent issued acknowledgement dated 22.08.2012, incorporating arbitrary condition of paying IDC and other charges contrary to agreed sale consideration holding it as a statutory government charges.
- 3.5 On the pretext of issuing allotment later, the respondent demanded Rs.9,00,000/- i.e. 20% of sale consideration which the complainant paid on 10.05.2014 (C-4)
- 3.6 The complainant submitted that he was given to understand vide an advertisement published by Respondent(C-5) that allotment letter shall be issued in December 2014, but the respondent failed despite receiving 50% of sale consideration and also failed to execute plot Buyer's agreement.
- 3.7 The complainant apprehends that in order to sell plots at higher rates, the respondent is not issuing allotment letter to the complainant.

- 3.8 The respondent received CLU in 2014 only, however, this fact was never disclosed to complainant.
- 3.9 The respondent could not have received the money earlier but only after exemption under section 44 of PAPRA, which was received on 25.01.2014. The fact was never disclosed to the complainant.
- 3.10 The respondent has received more than Rs. 400 crores from general public in lieu of giving plots prior of getting the exemption under section 44 of PAPRA .
- 3.11 The respondent has executed agreements which is not as per the prescribe format under RERA.
- 3.12 The complainant prayed for relief as mentioned above.

4. The first notice to respondent to appear and file reply was issued on 10.05.2023 and such correspondences continued as per record. The respondent was represented by Shri Amandeep Singh Talwar, Advocate and Shri Manmohan Sharma, Advocate. Major replies were filed on 28.08.2023 and thereafter on 29.08.2025, which are discussed below.

4.1 Respondent contended that the complainant is not maintainable, not filed in accordance with the provisions of RERA, complainant has not approached with clean hands, complainant has concealed the material facts and therefore the complaint is liable to be dismissed.

4.2 The respondent narrated the hurdles they faced in obtaining approvals, struggled through difficulty during the passage of time in development of the project and contended that any delay caused is due to inaction of the various authorities thus the concerned party cannot make to suffer. It was submitted that the company commenced the land aggregation for the project by the year 2011, which was eventually approved by the competent authority on 22.03.2013 followed by formal agreement on 14.06.2013 and CLU sanction was granted in the year 2013. As per the policy, a minimum of 104 acre was required for mega project out of which 50% had to be owned and the balance could be consent land under agreement to sell or supported by contract. The policy was later on revised to certain extent and accordingly the sector dividing roads were supposed to be widened from 100 feet to 200 feet, more central parks were to be created and internal circulation Road were expanded to 200 feet. The sector dividing roads were provided in the master plan. In view of these requirements, the respondent had to purchase more land resulting into depletion of finances. It was further submitted that the grant of

approval of layout as per the new policy 2015 resulted into drastic reduction and saleable efficiency from the original plan as conceived by respondent in the old policy which reduced the residential saleable area to 35% against the original 55% permitted under policy for MEGA projects. Due to large scale reduction in sellable area, the company faced huge financial loss and it also resulted into loss of provisions for making allotment to the EOI, forcing the respondent to cancel EOIs and refund the investment of investors, particularly those who were defaulter as the company could make allotment to the persons who truthfully followed the financial discipline and ousting the defaulters who are mostly investors seeking financial gains only from the investments. It was further submitted that the trend changed after Covid - 19 as the investors returned in the market and the cost price started increasing. Thus, instead of seeking refund, the investors started looking for possession at old rates when the project was initially conceived. The respondent tried its best to accommodate the honest investors by adding more land and also commencing construction of flats for end users. It was further submitted that due to inordinate delay caused for grant of layout approval, the company was forced to negotiate with land owners in regard to escalation of price of land in which some sellers agreed while others refused, which resulted in various litigation with the land owners, some of which are still pending adjudication. The respondent submitted that its main motive was to develop the project which got entangled into litigation due to defaulter investors, land owners and government.

- 4.3 The respondent admitted the amounts paid by the complainant and their dates of payments. It was, however, averred that in the instant case the last payment was made on 10.05.2014, and thereafter complainant failed to deposit any further amount, accordingly no plot was ever allotted. Claim of refund is barred by limitation as no demand for refund was raised within a period of 3 years from the date of deposit, and there is no cause of action within the ante period of two years from the date of filing of the complaint. The respondent contended that by his own admission the complainant has raised the issue after a gap of more than six yearsthus it is barred by limitation which is beyond the established period of limitation of three years for any civil complaint. The respondent, on the specific objection to the bar of limitation in filing of the present complaint submitted that it is a matter of fact that there is a delay of more than three years in filing of the present complaint by the complainant and contended that although

this authority doesn't have any limitation period prescribed under the act, but it is a settled proposition of law that if no limitation is specifically provided by any specific statute then the general law of limitation will apply to determine the time limit for bringing a claim. Further, if the general act also does not specify a period, then the action must be brought within a reasonable time. The respondent submitted that the provisions of section 88 of RERD Act is '*in addition to*' and not '*in derogation of*', the provisions of any other law for the time being in force. Thus, the provision of limitation act can be held to be attracted in order to determine the period of limitation. The respondent therefore pleaded that since there cannot be any act without limitation unless the limitation is specifically excluded by its enactment or any specific period is prescribed by the act thus the present complaint may also be viewed on this prospective. The respondent concluded that from the fact submitted by the complainant and the respondent, it is evident that the delay in execution of the project cannot be entirely attributed to the company but also due to unforeseen circumstances on account of the premaster planning of the area and the default committed by the complainant and such others.

4.4 The respondent admitted that at the time of expression of interest (EOI), there was no approval of the project and accordingly it was contended that valid title was not available for transfer of the unit to any of the investor. The respondent agitated that the complainant never raised any issue regarding any kind of non-approval of project at the time of EOI and thereafter.

4.5 It was argued that in fact it is the complainant who defaulted in deposit of further amount when notices were sent for deposit of balance amount. The respondent apprehended that due to lack of interest in purchase or due to insufficient fund, complainant remain defaulter. It was contended that complainant is stopped by way of its own conduct and admission remains a defaulter. Respondent further contended that complainant was duly intimated on 14.06.2013, to get execution of agreement in which three years was granted for completion and extendable for further one year, thus, if any interest is allowed to be paid to the complainant, it should start from 15.06.2017.

4.6 The respondent got exemption under section 44 of PAPRA vide notification dated 25.01.2017, in terms of being a MEGA project and a special package of incentive under the industrial policy, 2009, which is applicable from the retrospective period i.e. since the inception of the project.

- 4.7 Discussing the status of allotment and registration of plots in the project, the respondent submitted that the plots have already been allotted to customers who have deposited as per scheduled plan of payment. It was also submitted that buyer's agreement has been executed with more than 900 customers and sale deeds has also been registered in favour of allottees who have deposited the amount as per term and conditions. It was further submitted that despite the completion date were extended periodically by state government and also there was delay due to COVID-19, the respondent was able to nearly complete landscaping, electricity lines, internal roads, street, lighting, open green spaces, sewerage, and other development works and also as per the demand of allottees the possession of plots were handed over and buyers' agreement were executed. In support of above submission, the respondent mentioned that the sale deed of more than 600 allottees has been registered and more are coming up.
- 4.8 The respondent reiterated that complainant remain defaulter and did not come forward to deposit the amount as per payment plan. Even the demand raised, the complainant did not come forward on one pretext or another. The complainant was also informed about the status of the project from time to time, including about the sanction of CLU and layout plans.
- 4.9 The respondent inferred that complainant is not entitled for interest under PAPRA as the project has been granted exemption under PAPRA. However, interest can be given as per RERD Act after 15.09.2017 when the RERA came into existence. It was further submitted that since exemption under PAPRA is granted, acceptance of EOI from prospective buyers cannot be considered as violation of any provision of PAPRA.
- 4.10 Regarding the unawareness of status of project by the complainant, the respondent argues that being a MEGA project all the information where available in public domain. It was also submitted that since due sanction and approval were granted by government thus it cannot be said to be an unauthorized project as alleged by the complainant.
- 4.11 It was submitted that although the clearances were to be made within three months, but the project was approved in March 2013. In view of the delay, the respondent submitted that they should not suffer due to inaction or delay of government.
- 4.12 It was further contended by respondent that since complainant does not have plot buyers' agreement, thus complainant are entitled only

for compensation along with refund. It was further reiterated that delay is attributable to complainant in the impugned case.

- 4.13 The respondent further argued that since complainant has only expression of interest (EOI) in the project of respondent awaiting approval, thus time was not essence of any agreement. There was considerable delay by government in granting approvals regarding which complainant was fully aware. It was further submitted that due to these reasons if there were litigations, the respondent has refunded the money contributed by any person concerned.
- 4.14 The respondent proceeded further by submitting that complainant has failed to place on record any document to establish that the complainant has approached the respondent for execution of buyer agreement and respondent has refused for the same. On the contrary, respondent has the record to establish that number of notices were sent to complainant to come forward to execute buyer's agreement which the complainant failed to comply.
- 4.15 It was contended by respondent that it never misled any person regarding their project which is manifested by terms and conditions mentioned in EOI. Regarding the alleged violation of PAPRA act for receiving the amount from complainant, it was stated that provisions of section 6 of PAPRA does not bar from receiving the money but only set a limit for that. Further, if exemption is granted on 25.01.2017, which tantamount to regularization of entire project retrospectively.
- 4.16 Commenting on the merit, the respondent admitted the EOI, total consideration paid, etc. and it was averred that since there is no plot available in the project which can be allotted to complainant and also because the complainant remained defaulter and failed to deposit as per the demand / payment plan, the respondent as a good gesture is ready to refund the amount subject to return of original paper and no further litigation from the complainant.
- 4.17 The respondent concluded that since it was only an expression of interest, the complainant never raised any issue regarding non-approval of the project. At the time of signing EOI, he was regularly appraised about the delay and other affairs of the respondent company and the complainant remain defaulter thus, the relief claimed by complainant is not executable.
- 4.18 It was averred that even the complainant was fully aware of payment plan but even after repeated request/reminder, failed to approach for making the payment and to execute the plot buyer's agreement being a mandatory document. The respondent emphasized that company

was kept *in limbo* for several years for want of payment of consideration amount which impacted the development of the project. The respondent denied that complainant ever contacted or visited office or project of the respondent as alleged in the complaint.

4.19 The respondent further concluded that no allotment was to be made on the basis of EOI, the complainant remain defaulter, complainant never raised a concern about nonavailability of registration, never approached for plot Buyer's agreement, remain defaulter, non-payment by complainant had affected the development of the project and since there is no plot available for allotment after such a long gap of time, the complaint maybe dismissed.

5. The complainant in his rejoinder reiterated that in spite of receiving 50% of sale consideration, the respondent failed to issue allotment letter and to execute the agreement. It was re-submitted that non-availability of CLU till 2014 'shocked' the complainant. It was submitted that respondent published general information that allotment shall be made in December 2014 (through advertisement as in C-5) but failed to allot the same. It was also submitted that he visited the office of respondent in 2015 and made request through relatives during 2016 to 2023 for issuance of allotment letter.

5.1 The complainant reiterated the allegation that the respondent collected huge amount from public before getting exemption under section 44 of PAPRA. The complainant admitted that respondent has executed 600-800 agreements but not in the format prescribed by RERA. A copy of format allegedly used by respondent and list of allottees whose agreements are executed was submitted (annexed as C-11 and C-12 respectively), and it was requested that strict action under relevant provisions of RERA is required to be taken. It was also alleged that respondent has sold the hypothecated plots with a request that penalty should be imposed. It was further submitted that the complainant was kept in dark about status of approval of the government when EOI was signed, and it was intentional. The complainant submitted that the respondent never supplied the copies of approvals and the complainant became aware about it only when they visited the office of respondent. The complainant also alleged that the respondent has collected funds which were diverted to purchase additional land.

6. The argument put forward by both the sides were heard, and all the details filed were examined carefully. During the hearing, the council of respondent vehemently argued on the clauses mentioned in the EOI. It was stated that the EOI does not give any indication that it is an allotment or right to have an allotment of any plot. No plot number or site has been mentioned in the EOI, and it is merely an interest shown by an investor and in support of such intention, they have deposited the sum as per the payment plan. The allotment of plot was supposed to be given after the buyers agreement got executed which never happened as the complainant failed to appear for execution of agreement and also defaulted in payment. The EOI does not give any right of possession or even right of allotment which are subject to conditions mentioned in the EOI. The EOI is an application which does not confer any offer or registration of expression of interest or definite allotment or any agreement to sell either provisional or final allotment of a unit. It was argued that while expressing the interest, the complainant has admitted that he has merely expressed his intent and in no way, it may be construed as an allotment. The complainant has agreed that this EOI shall become definite only after an offer letter in writing is sent by respondent and shall be subject to the terms and condition of offer letter. It was argued that the expressive clauses of this EOI clearly shows that EOI was never an allotment or provisional allotment and it will succeed with offer letter if EOI is accepted.

7. The documents / evidences filed in support of either contention were examined carefully. There is no dispute raised for the documents of approvals, payments of deposits, EDC etc made to competent Authorities. In support of its contention that project is majorly complete, the respondent submitted photographs depicting the development work, the same was also not disputed. The amount paid by complainant and the last payment made on 10.05.2014 was never refused.

7.1 The expression of interest (C-1), which is signed and admitted by the Complainant, being the primary document of contention manifest the following details, that :-

- i) it was agreed that the application does not constitute any offer or registration or definite allotment or any agreement to sell.
- ii) the applicant by this application does not become entitled to the provisional or final allotment.
- iii) the form filled by the complainant-applicant is only to express interest to respondent company for allotting the unit and no way it may be construed as an allotment.

- iv) the EOI will become definite only when letter in writing is sent by respondent in form of Offer letter.
- vi) all building plan, specifications, layout, plans are tentative and are subject to variation and modification.
- vi) EDC and PLC will be charged in addition to BSP. The EOI was signed and submitted by complainant to the respondent after reading all the term and conditions.

7.2 As annexed C-2 of the complaint, the payment plan indicates that 30% of BSP has to be paid along with application and the next 20% on confirmation of application and issuance of registration number. Thereafter on every three months interval, the 10% of BSP for four installments will be paid. Thus, the 90% of BSP was scheduled to be paid within 12 months of issuance of registration number and the remaining 10% was scheduled to be paid at the time of possession. There is neither any evidence produced by the complainant to manifest that the Complainant had paid as per the above payment plan nor there was evidence to show that payments were halted due to evident non construction of the project.

7.3 The annexure C -5 is a copy of advertisement, which says that the plot in Palm Spaces shall be allotted in December 2014. It is silent about offering possession and it is not directed towards any specific person, including complainant.

7.4 There is no dispute regarding the delay in getting registration from competent authority, obtaining CLU on 31.03.2014, approval of layout plan on 18.05.2015 and grant of exemption under section 44(2) of PAPRA on 25.01.2017.

7.5 The project was registered with RERA on 15.09.2017, vide registration number PBRERA-SAS80-PR0093.

8. The complainant relied upon judgements of National Dispute Redressal Commission, Haryana State Consumer Dispute Redressal Commission, Haryana REAT and one case of Punjab RERA in support of his contentions.

8.1 Against the order of subordinate forum the National Consumer Dispute Redressal Commission, dismissed the petition of the Meerut development Authority on the ground that being a instrumentality of the estate, they can't make false representation to the public and collect money by promising allotment of a plot, knowing fully well that the land is under litigation, allowed the petition of respondent who had

waited for 27 years for the matter of non-delivery of possession of the plot.

- 8.2 The complainant relied upon the decision of National Consumer Dispute Redressal Commission in the case of Jaipuria Sunrise Greens Resident Welfare Association Vs Jaipuria Infrastructure Development Private Limited 38 of 2007 dated 30.08.2018 wherein the promoter was directed to pay compensation in form of simple interest at the rate of 8% per annum for the period of possession delayed.
- 8.3 In an another decision of National Consumer Disputes Redressal Commission in the case of true John Buildwell Private Ltd versus Bhoop Singh dated 13.08.2014 upheld the order of subordinate forum that the exact price of plot should be intimated and directed to allot a plot and handover the possession.
- 8.4 The complainant relied upon the decisions of State Consumer Dispute Redressal Commission, Chandigarh in the appeal number 344 of 2023 and appeal number 125 of 2024 where the present respondent is respondent. The Hon'ble Court modified the order of District Consumer Dispute Redressal Commission and directed the respondent to pay compensation also. In this case, the applicant had paid 50% of the total sale consideration, but neither the plot was allotted, nor the agreement was executed between the parties nor was delivered for want of development activities in project site. The district forum has directed to allot and deliver the actual possession of the plot and in case complainant is not interested to take possession of the plot, then refund the entire amount along with interest. Similar order was passed in appeal number 334 of 2023 against the same respondent by the district forum. In consumer complaint number 76 of 2018 and other connected complaints, the Hon'ble State Consumer Dispute Redressal Commission directed the respondent to handover possession of the plot, to execute the agreement, get the sale registered and to pay compensation by way of interest and on account of mental agony along with cost of litigation.
- 8.5 The Hon'ble Haryana Real Estate Appellate Tribunal in the case of Parsvanath Developers Limited dated 31.10.2022, in a matter of 17 bunched cases, in which the RERA Haryana directed the promoter to allot and deliver the possession of the booked plot to the allottee, but did not award the interest as stipulated in section 18 (1) of the act. The applicant requested that promoter should be directed to make available the plot of same size as booked by purchasing the same from the open market at their own cost as the respondent has sold the plot

at premium meant for applicant by ignoring the legitimate right of applicant and earning premium. The Hon'ble Appellate Tribunal modified the order of RERA to the extent of providing interest after a period of three years from the date of deposit till the handover of the possession and alternatively, if the allottee wish to purchase equivalent size of plot of their own, in resale of the colony of the promoter or equivalent plot in any other project of the applicant in the same district, then they are at liberty to take refund along with interest and seek compensation for mental agony, harassment, and legal experiences by filing separate complaint.

8.6 In an another case of M/s Parsavnath developers Limited, the Haryana RERA in a bunch of seven cases passed on 11.03.2020 observed that respondent had already endorsed the transfer of booking right in favour of complainant who has paid 50% of total sale consideration but the respondent has failed to show that they have offered possession of the plot to the complainant at any point of time and they have refused or have failed to pay the balance amount, directed the respondent to allot and deliver the possession of booked plots on payment of balance sale consideration, and in the case the respondent is unable to allot and offer its possession due to non-availability of the plot, the respondent is liable to make available to him a plot of the size as booked by purchasing it from the open market at his own cost.

8.7 The complainant further relied upon the orders of Haryana Real Estate Regulatory Authority Gurugram in the case of Yuvraj Arora versus M/ s Ramprastha Estate Private Ltd CR number 5973 of 2023 and other bunch cases in which the respondents had assured that physical possession of all plots will be given within three years from the date of making full and final payment. The Haryana RERA directed respondent to get the plot buyer's agreement executed and to pay interest for the delayed period.

8.8 This Authority (RERA, Punjab) in the order dated 04.06.21 in the case of Rishi Munjal vs Manohar Infrastructure and Construction Ltd , GC no 1791 of 2020 TR , in which 50% of consideration was paid by two allottees , one of which was added subsequently after one year, with an assurance to give possession within two years, the authority concluded that there has been some default on the part of both sides. The complainant has not paid any amount since a long period and the respondent has accepted 50% of the sale price without executing any allotment letter, without entering into any agreement. The authority, therefore, held that matter has to be decided more on principle of

equality and good conscience. Accordingly, the respondent was directed to pay interest on the amount paid for a period of three years and also to issue allotment letter for a specific plot and execute an agreement for sale.

9. The respondent also submitted several judicial pronouncements in support of their arguments, and emphasized on the period of limitations.

9.1 The respondent relied upon the case of Raj Chaudhary vs Geetu Constructions Pvt Ltd Appeal no 114 of 2019 of REAT, Punjab. In this case appellant prayed before RERA for refund and interest after partial payment was made. Respondent pleaded default on the part of appellant in not depositing the installments as per payment plan. The Authority concluded that both the parties were at fault. The appellant, failing to deposit the amount and the respondent failing to sign an agreement and deliver the possession of the unit. It was concluded that no case is made out for refund of amount deposited by the applicant as he failed to fulfill his obligation with regard to the payment of balance amount for a period of last seven years. During the appellate proceeding, Hon'ble REAT observed that the clause 7.5 of the agreement for sale provides for forfeiture of 10% where the allottee proposes to cancel/withdraw from the project, but this aspect cannot be delinked from the default of the promoter. If the promoter is not at fault and yet the allottee proposes to cancel/withdraw from the project, the said forfeiture is permissible unless the allottee establish the fault of promoter. The Hon'ble REAT further observed that assuming the promoter was at fault, but the default also manifest mistake of complainant as he did not raise any issue with the promoter for as long as 7 to 8 years and did not make any payment. It was further observed that RERDACT is a beneficial piece of legislation intended to regulate and check malpractices in the real estate sector by all the players, be the promoter, allottee or the real estate agent. It was concluded by Hon'ble REAT by majority that period of limitation for initiating a suit should be safely treated as three years as outer limit to raise the grievance under this Act. The Hon'ble REAT, however, clarified that it does not find the process in a watertight compartment to discard a complaint initiated after a lapse of three years, but rather feel that more appropriate course to be adopted by authority should be to mould the relief appropriately so as to balance equities and ensure that the delay in invoking the proceeding does not result in

unnecessary windfall to the allottee or any of the parties. Accordingly, the promoter was directed to refund the amount after deducting 10% percent and allowed interest for a period of 36 months from the date of deposit of the principal amount.

- 9.2 For the limitation period, the respondent cited the observation made by Hon'ble Supreme Court in the case of Securities and Exchange Board of India vs Shri Sunil Krishna Khaitan & Ors in Civil Appeal No. 8249/2013. The Division Bench of Hon'ble Supreme Court while passing the order on July 11, 2022 made an observation of the matter of reasonable period of limitation. it was held that

"81. This Court in the judgment authored by one of us (Sanjiv Khanna, J.) in Bhavesh Pabari (supra) had examined the question of delay and laches in initiating proceedings under Chapter VI-A of the Act and the principle of law that when no limitation period is prescribed proceedings should be initiated within a reasonable time and what would be reasonable time would depend upon facts and circumstances of each case. In this regard, it was held as under:

"35. The appellants have also contended that in the absence of any prescribed limitation period, SEBI should have issued show-cause notice within a reasonable time and there being a delay of about 8 years in issuance of show-cause notice in 2014, the proceedings should have been dropped. This contention was not raised before the adjudicating officer in the written submissions or the reply furnished. It is not clear whether this contention was argued before the Appellate Tribunal. There are judgments which hold that when the period of limitation is not prescribed, such power must be exercised within a reasonable time. What would be reasonable time, would depend upon the facts and circumstances of the case, nature of the default/statute, prejudice caused, whether the third-party rights had been created, etc. The show-cause notice in the present case had specifically referred to the respective dates of default and the date of compliance, which was made between 30-8-2011 to 29-11-2011 (delay was between 927 days to 1897 days). Only upon compliance being made that the defaults had come to notice. In the aforesaid background, and so noticing the quantum of fine/penalty imposed, we do not find good ground and reason to interfere."

82. The directions given in the aforesaid quotation should not be understood as empowering the authorities/Board to initiate action at any time. In the absence of any period of time and limitation prescribed

by the enactment, every authority is to exercise power within a reasonable period. What would be the reasonable period would depend upon facts of each case, such as whether the violation was hidden and camouflaged and thereby the Board or the authorities did not have any knowledge. Though, no hard and fast rules can be laid down in this regard as determination of the question will depend on the facts of each case, the nature of the statute, the rights and liabilities thereunder and other consequences, including prejudice caused and whether third party rights have been created are relevant factors. Whenever a question with regard to inordinate delay in issuance of a show-cause notice is made, it is open to the notice to contend that the show-cause notice is bad on the ground of delay and it is the duty of the authority/officer to consider the question objectively, fairly and in a rational manner. There is public interest involved in not taking up and spending time on stale matters and, therefore, exercise of power, even when no time is specified, should be done within reasonable time.⁶⁶ This prevents miscarriage of justice, misuse and abuse of the power as well as ensures that the violation of the provisions are checked and penalised without delay, thereby effectuating the purpose behind the enactment."

9.3 The respondent further relied upon various cases of RERA Punjab in its own case.

9.3.1 In the case of Gurvinder Kaur vs Manohar infrastructure and construction Pvt Ltd in complaint number 75 of 2018 of RERA Punjab (SG) order dated 05.09.2018, the amount paid by the complainant was refunded along with interest @ 8% and it was agreed by both the parties.

9.3.2 In the case of Vinay Vohra vs the same respondent in complaint number GC number 1065 2018 in which order was passed on 12.06.2018, the complainant requested to withdraw the complaint after the matter was settled between both the parties as the promoter refunded the amount. In this case RERA Punjab (SG) put a condition that in case of dishonor of any cheque a penalty of ₹20,000 per cheque will be levied.

9.3.3 In the case of Kirandeep Kaur Vs Manohar infrastructure and construction Private Ltd GC number 1157 2018 (SG) too, the parties made as settlement and the amount was refunded to complainant as full and final settlement.

9.3.4 In the case of Swarn Latha Thukral and Parul Kishor vs respondents, being respondent of impugned case too, the bench of chairperson of RERA Punjab (NSK) in GC number 108 of 2018,

observed in the order dated 18.12.2018 that both complainant and respondent are in default of their legal obligation as complainant had made only one payment and seem to have slept over the matter for the next 6 1/2 year, despite relying on payment plan, which is stipulated that a payment would be made every three months. They have also not produced any record or evidence to show that any effort was made to for the transaction from their end. It was also observed that the complainant has not produced any evidence to show that the plot was to be delivered to them within 18 months of the date of booking as there is only an assertion to the effect in the complaint. The authority highlighted that it can be argued that it is because the complainant did not pay their installment in time that the project was delayed. It was further observed that the investment in a plot cannot be equated to a time deposit in a bank or any interest bearing scheme, but it is a contractual agreement in which both the parties have their rights and obligation to honour. Pointing on the role of the respondent the bench observed that delay of six years has to be dealt to be unreasonable, even though there is no evidence to show that respondent has promised to deliver the possession earlier than this and they have not produced any evidence to show that effort have been made to remind the complainant of their obligations to make timely payment and also that the respondent seems to have not complied with the clause of EOI that provisional allotment will be made after accepting the application and booking amount. With such observations, the bench ordered that entire sum of money deposited by the complainant be refunded to them, but payment of interest was declined in view of the fact that complainant have themselves been in default to some extent.

- 9.3.5 In the case of Arun Kumar Agarwal vs Manohar infrastructure and construction Private Limited AdC No. 1578 of 2020 in which complainant has pointed out that despite 50% of the price paid to the respondent, the respondent has neither executed any document in favour of complainant and no date for delivery of position has been intimated. Even after more than 10 years has been passed the respondent alleged the complainant for not making payment as per the agreed plan. The chairperson of RERA Punjab (NSK) observed that no documentation has been executed by the respondent with the complainant and no possession has been offered despite the lapse of more than 10 years. The respondent defended stating it as

default of complainant of not making the payment on time as per payment plan. In the order the respondent was directed to refund the total amount along with interest to be paid from the date of deposit till the date of actual refund as per the provisions of section 18 of the act.

9.3.6 In the identical issue in the case of Akash Goyal and Ankush Goyal versus Manohar infrastructure and construction Pvt Ltd in AdC No. 1312 of 2020, the chairperson, RERA, Punjab (NSK) In his order dated 03.03.2022, reiterated the same observation and directed the respondent to refund the entire amount along with interest from the date of deposit till the date of actual refund.

9.3.7 In the case of late Mohan Inderjit Singh (through LRs) vs Manohar infrastructure and construction Pvt Ltd in complaint number ADC1236 of 2019 in which the complainant has paid 25% of the basic sale price but no allotment of any plot has taken place, nor any agreement to sale has been entered. The bench of RERA, Punjab (APS) after observing the fault of both the parties held in the order dated 16.05.2023 that the respondent should refund the sum paid by the complainant along with interest as per provisions of section 18 of the act.

9.4 The respondent cited the first appeal order no 1060 and 1062 of 2023 dated 24.12.2024 passed by National Consumer Dispute Redressal Commission in its own case vs Surekha Pal and S. K. Aggarwal respectively, in which Ld state commission has allowed the refund on the amount paid by the complainant along with interest at the rate of 6% per annum from the respective date of deposit till realisation. The appellant filed the appeal, seeking possession the plot and execution of sale deed along with 12% interest per annum. The national forum, observing that there are no plots available for allocating to the applicant and also that the applicant are not even a consumer as they were never allotted a plot in the project held that there is no scope to pursue the matter for allotment of a unit which the opposite party do not have.

9.5 In the case of Laxman Singh Negi vs respondent under consideration, the District Consumer Dispute Cell Commission, Chandigarh identical issue was deliberated upon. After considering the facts and relying upon various judicial pronouncements it was observed that collecting money without obtaining a statutory approvals/clearances from prospective buyers is an unfair trade practice on the part of project. It was also held that the argument of respondent that the complaint is

beyond the limitation period is not tenable as has not been offered possession and there is continuing cause of action. On the question of whether the complainant is entitled for possession of the plot or refund of the amount it was held by the district consumer forum that it is admitted fact that no allotment of plot number has been made by respondent nor there is any buyer agreement where from inference could be taken that specific plot number has been allotted to the complainant and thus in this peculiar circumstances, it will be difficult to pass an order of handing over possession of the plot as it could further complicate the matter in absence of any allotment letter or buyer Agreement showing the specific plot allotted to the complainant. Relying on various judgements of national commission in the case of respondent itself and also in other cases, it was held that inordinate delay in offer of possession amounts to deficiency and service and complainant is entitled for refund. Accordingly, the district forum directed the respondent to refund the amount along with interest at the rate of 9% per annum from the respective date of deposit along with compensation and cost of litigation.

- 10.** The complainant had paid an amount of Rs. 13.50 lakh on 16.08.2012 to respondent for booking of the unit in the project of respondent namely Palm Garden measuring 250 Sqyd. at the rate of Rs.18000/- per sq yards being 30% of the total cost of the same and further paid an amount of Rs. 9.00 lakh on 10.05.2014 and in this manner, the complainant had paid total amount of Rs. 22.50 lakh being 50% of the total cost of the unit till May 2014. The respondent has failed to issue either any agreement or allotment letter to the complainant and it is alleged by the complainant that the respondent has agreed to sell the plot without having any approval from the competent authorities and also failed to execute the agreement or issue allotment letter or deliver of the unit till date which amounts to deficiency of service and unfair trade practice. The complainant prayed for possession of the plot along with interest for the delayed period. On the other hand, the respondent contended that the EOI is not an agreement of allotment or promise to sell, and it is only in expression of interest shown by the complainant, which the respondent may accept by issuing an allotment letter. Apart from it was also alleged that the respondent was not registered with the competent authority and the necessary approvals were granted later on. The same was admitted by respondent that CLU was granted in the year 2013 and

requisite exemption u/s 44(2) under PAPRA was granted on 25.01.2017. In view of this, the complainant contended that the project in question was being sold without any permission/sanction from the competent Authority and at the time of signing expression of interest (EOI), the project of respondent was not registered with GMADA. The respondent however, contended that the delay in issuance of notification is attributable to the government and the granting of exemption from applicability of provisions of PAPRA mega Project applies retrospectively.

10.1 It is evident that money had been collected by the respondent from the prospective buyers, including the complainant without obtaining statutory approvals, is an unfair trade practice on the part of promoters. It is also a matter of fact that there is nothing on record that when EOI signed whether any clear indication was given to intending purchaser about the non-availability of permissions by competent authority. The council of respondent vehemently argued that the delay has occurred on account of laxity on the part of competent authorities in granting permissions/approvals. This excuse, however, does not absolve the respondent from the fact that they have collected his amount from the complainants when they were not having requisite approvals.

10.2 The respondent further contented with vehemence that the complainant has not paid the remaining amount of instalment as per payment plan despite of repeated request and the complainant has committed default in payment thus they are not entitled for possession. The respondent also resisted the complaint on the ground that the same is beyond the limitation period.

10.3 The cardinal question arises whether the complainant is entitled for the possession of the plot or refund of the paid amount. It is admitted fact that there is no allotment of plot number whatsoever made by the respondent in the EOI or otherwise. Also, there is no buyer agreement where from inference could be taken that a specific plot was allotted to the complainant. it is also an admitted fact that the complainant has failed to comply with the payment plan, and the last payment was made in May 2014 and the complaint was made in April 2023. The contention presented by the complainant regarding not depositing the further amount is that there is no development work done by the promoter. However, no cogent evidence has been placed on record by the complainant in support of his allegation. But on the other hand, the respondent has

brought on record the photographs of the project showing all the basic amenities available in the project, including landscaping, electricity, internal roads, street lighting and green spaces. The details of persons who has entered into an agreement with the respondent has also been placed on record. Hence, this authority does not find force in the contention raised by complainant that there is no development work at the site.

10.4 It is a validated principle that inordinate delay in offer of possession amounts to deficiency in service, and if it is proved, then it is sufficient to grant relief of refund without examining other grounds.

11. The authority has carefully considered the rival contentions, the documents submitted and the judicial pronouncements referred by either side. This case is an example of default of both sides as complainant has made last payment way back in May 2014, and thereafter, as per documentary evidence produced, has not pursued before the respondent for allotment letter. The complainant has further failed to make payments as per payment plan (C-2) where it is stipulated that a payment would be made at three month interval till the 90% of payment is completed by 12 months of issuance of registration number and the balance 10% will be paid at the time of possession. As admitted by the complainant and not denied by respondent the EOI was signed on 22.08.2012 and registration no PGQ-11 (C-3) was assigned, accordingly, the payments up to 90% would have been paid by August 2013. The complainant has also not produced any evidence to manifest that there was no development work envisaged by him which has stopped him, from further payment. Apart from not making the payment, the complainant has also not produced any record or evidence to show that any effort was made to make further transaction from their end or any evidence to show that effort was made to ascertain the exact date of delivery of the unit. An advertisement (C-5) not specifically directed towards complainant is only a bland assertion that possession was due for their unit in December 2014. It is a matter of fact that the last payment made by complainant was on 10.05.2014 (C-4) which is well before the date, presumed by the complainant as due date for possession. As discussed in preceding paragraph the document titled as 'Expression of interest' neither cast any right to signatory over the unit nor it was succeeded by allotment letter. On the other hand, as far as the default on the part of respondent is concerned, it is clear that delay of such a long

period has to be considered as unreasonable irrespective of the clause of EOI that the respondent has not promised to deliver the possession or any specific date has been mentioned there. The respondent has also failed to produce any evidence to show that any effort was made to remind the complainant of his obligation to make payment in a timely manner. The respondent has also failed to issue offer letter as stipulated in EOI. In such eventuality, assuming the promoter was at fault, but the appellant default also manifest itself, considering that he did not raise any issue with the promoter as long as more than 6 years and did not make any payment after May 2014.

- 11.1 Admittedly, there is no allotment of plot number whatsoever made by the respondents to the complainant nor there is any buyer agreement wherefrom inference could be taken that specific plot number has been allotted to the complainant. In these peculiar circumstances it will be difficult to pass order of handing over possession of the plot as it would further complicate the matter in the absence of any allotment letter or buyer agreement showing the specific plot allotted to the complainant. The Hon'ble National Commission in a recent judgment titled as Surekha Pal Vs. Manohar Infrastructure and Construction passed in First Appeal No.1062 of 2023 decided on 24.12.2024 held as under:-

"Learned counsel for the Opposite Party on instructions states that there are no plots whatsoever available for allocating to the appellants and further the appellants are not even a consumer as they were never allotted a plot in the project at the same time he fairly agrees to refund the amount due. While the learned counsel for the appellants argued with respect to certain deficiencies on the action taken by the Opposite Party towards progressing the project in question, he fairly admits that the complainant had responded to the respondent's expression of interest and paid the amount. However, no allotment letter has been issued to him. In the given circumstance, there is no scope to pursue this matter for allotment of a unit which the Opposite Party do not have. Further, no allotment letter has been placed on record by the complainant."

12. In the result, after considering the various judicial pronouncements of different benches of RERA, Punjab as discussed in preceding paras, and the order passed by National Consumer Dispute Redressal Commission (supra) in the case of respondent itself for the same project, the respondent is directed that:

12.1 In **Complaint No. GC No. 0096 of 2023**, the respondent M/s Manohar Infrastructure and Constructions Pvt Ltd will refund the sum of Rs.22,50,000/- along with interest at the rate of 10.85% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.85% plus two percent) prescribed in Rule 16 of the RERD Act from the date of deposit till the date of its refund. The payment should be made within the time stipulated in Rule 17 of the Real Estate (Regulation and Development) Rules, 2017.

13. On the decision taken in Complaint No. GC No. 0096 of 2023 in preceding paras, the other cases of this bunch are also adjudicated.

13.1 **Complaint No. GC No. 0097 of 2023**: The respondent M/s Manohar Infrastructure and Constructions Pvt Ltd will refund the sum of Rs. 37,00,000/- along with interest at the rate of 10.85% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.85% plus two percent) prescribed in Rule 16 of the RERD Act from the date of deposit till the date of its refund. The payment should be made within the time stipulated in Rule 17 of the Real Estate (Regulation and Development) Rules, 2017

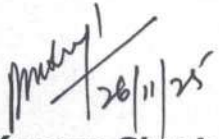
13.2 **Complaint No. GC No. 0098 of 2023**: The respondent M/s Manohar Infrastructure and Constructions Pvt Ltd will refund the sum of Rs.27,00,000/- along with interest at the rate of 10.85% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.85% plus two percent) prescribed in Rule 16 of the RERD Act from the date of deposit till the date of its refund. The payment should be made within the time stipulated in Rule 17 of the Real Estate (Regulation and Development) Rules, 2017. The cancellation letter issued on 10.02.2023 is treated as inconsequential as the respondent has not issued any refund so far.

13.3 **Complaint No. GC No. 0099 of 2023**: The respondent M/s Manohar Infrastructure and Constructions Pvt Ltd will refund the sum of Rs.28,50,000/- along with interest at the rate of 10.85% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.85% plus two percent) prescribed in Rule 16 of the RERD Act from the date of deposit till the date of its refund. The payment should be made within the time stipulated in Rule 17 of the Real Estate (Regulation and Development) Rules, 2017.

13.4 **Complaint No. GC No. 0100 of 2023**: The respondent M/s Manohar Infrastructure and Constructions Pvt Ltd will refund the sum of

Rs.18,00,000/- along with interest at the rate of 10.85% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.85% plus two percent) prescribed in Rule 16 of the RERD Act from the date of deposit till the date of its refund. The payment should be made within the time stipulated in Rule 17 of the Real Estate (Regulation and Development) Rules, 2017.

14. Complaints disposed off. File be consigned to record room and a copy of this order be communicated to the parties.


Binod Kumar Singh,
(Member)


Arunvir Vashist,
(Member)


Rakesh Kumar Goyal,
(Chairman)