

**BEFORE Sh. Arunvir Vashista, Member-II
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB AT
CHANDIGARH**

Complaint No. RERA/ GC No.0185 of 2023

Date of filing: 25.05.2023

Dated of Decision: **25.07.2025**

1. Saurabh Bishnoi son of Surinder Bishnoi;
 2. Poonam Bishnoi wife of Saurabh Bishnoi
- Both residents of # 589 Radhika Kunj, Mahirishi Nagar,
near Hari Singh Sewa Sansthan, Chota Bariyarpur,
Motihari, District East Champaran, Bihar.

...Complainants

Versus

M/s Suksha Developers Pvt. Ltd, B-107, FF, Business
Complex at Elante Mall, Industrial Area Phase-1 Chandigarh.

... Respondent

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

Present: Sh. Suresh Kumar, Advocate representative for the
complainants
Sh. Sanjeev Sharma, Advocate, representative for
the respondent

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
respondent.

2. The gist of the complaint is that the complainants
were allotted a 3 BHK Apartment/unit R4-056/04 having

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super area of 1640 sq. ft. in the residential project known as "Sushma Valendia" located at village Nagla, M.C. Zirakpur, District SAS Nagar, (Mohali), developed by the respondent vide allotment letter dated 20.06.2019. The total sale consideration of the apartment was Rs.59,40,000/-. An "Agreement for Sale" dated 11.06.2019 was also executed *inter-parties*, which included a payment plan and stipulated that possession would be delivered on or before 10.03.2022 as per Clause 7.1 of the Agreement for Sale. The complainants allege service deficiencies, as the respondent has not completed the construction or adhered to the possession timeline. Instead of intimating regarding the completion of the work in the apartment, the respondent vide email dated 19.05.2023 cancelled the allotment and demanded Rs.43,074/- as holding charges w.e.f. 01.01.2023. But the complainants seek to remain in the project and demand interest on the paid amount for each month on account of delayed period in handing over possession alongwith all formalities, including the occupancy certificate etc. Hence, the present complaint.

3. Upon notice, respondent promoter filed written reply contesting the complaint by taking preliminary objections on the grounds of maintainability and cause of action. On merit, it was submitted that the complainants were interested in taking possession which as per agreement dated

11.06.2019 was to be offered by 10.03.2022 subject to various force majeure conditions and the same was offered on 01.12.2022 but the complainants refused to accept possession. As such, it cannot be claimed by the complainants that there was delay in delivery of possession. It was further averred that the present complaint was an abuse of the process of law. Denying the rest of the averments of the complaint a prayer was made for dismissal of the complaint.

4. Complainants filed rejoinder and broadly reiterated the contents of the complaint.

5. Learned counsel for the complainants pointed out that as per Clause 7.1 of the Agreement for sale the delivery of the apartment was to be effected on or before 10.03.2022. The grace period of 6 months was to be allowed only in the case of '*force majeure*'. No situation of *force majeure* had been pointed out and as such possession should have been delivered by 10.03.2022. Since possession was offered on 01.12.2022 the respondent was liable to pay interest for the period of delay.

6. On the other hand, learned counsel for respondent reiterated the legal contentions noted above. He further contended that the allotment letter dated 20.06.2019 did not contain any provision for payment of interest. He further contended that the complainants were interested in taking possession which as per agreement dated 11.06.2019 was to

be offered by 10.03.2022 subject to various force majeure conditions and the same was offered on 01.12.2022 but the complainants refused to accept possession. As such complainants cannot claim that there was any delay in delivery of possession. At the best the complainants could have sought refund of the money paid by them but this course of action had not been adopted and the payment of interest therefore was not warranted in law.

7. This authority has carefully considered the rival contentions of both the parties and perused the record of the case.

8. There is not much dispute between the parties that complainants were allotted a 3 BHK apartment in the project of the respondent measuring 1640 sq. An agreement for sale dated 11.06.2019 was also executed between the parties. Thereafter allotment letter dated 20.06.2019 was issued in their favour. The total sale consideration of the apartment was Rs.59,40,000/-. As per clause 7.1 of the agreement the due date for handing over possession of the apartment was 10.03.2022. Complainants had been asking for the delivery of possession of the apartment but the project was incomplete till date and there were no basic amenities even provided so far. It is a futile argument on the part of respondent that they had been making offer of possession of the apartment in question to complainants but it was complainants who failed

to come forward to take the possession. As has been categorically observed by the Hon'ble Supreme Court of India in **Dharmendra Sharma V/s Agra Development Authority, Civil Appeal Nos.2809-2810 of 2024 decided on 6 September, 2024** that in the absence of requisite completion certificate the offer of possession even if made is not valid one. In the case in hand, no completion certificate was of course there with the promoter. As such even if any offer allegedly made by the respondents for delivery of possession in an incomplete project was not a valid offer as has been observed by Hon'ble Supreme Court of India in **Dharmendra Sharma V/s Agra Development Authority, (Supra)**.

9. As a result of the above discussion this complaint is accepted and the respondent is directed to pay interest on the amount paid by the complainants to the respondent @ 11.10% per annum (today's highest MCLR rate of 9.10% plus 2%) w.e.f. 10.03.2022 till a valid offer of possession is made by the respondent. File be consigned to record room after due compliance.

Announced: 25.07.2025



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