



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

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| 1. Complaint No. | :- | GC No. 0225/2023UR |
| 2. Name & Address of the complainant (s)/ Allottee | :- | Sh. Darshan Lal Mittal,
#5067, Sunny Enclave Sector-125,
SAS Nagar (Mohali), Punjab – 140301. |
| 3. Name & Address of the respondent (s)/ Promoter | :- | 1. Sh. Amit Kumar,
SCO No. 9, Aero Arcade,
Block G, Aerocity, SAS Nagar (Mohali),
Punjab – 140301.


2. M/s. Gunjan Land Developers
GLD Homes, Sector 115,
SAS Nagar (Mohali), Punjab - 140307 |
| 4. Date of filing of complaint | :- | 28.06.2023 |
| 5. Name of the Project | :- | GLD Homes Gunjan Land Developers |
| 6. RERA Registration No. | :- | Unregistered |
| 7. Name of Counsel for the complainant, if any. | :- | Sh. Gaurav Mittal, Representative for the Complainant. |
| 8. Name of Counsel for the respondents, if any. | :- | None for the respondents. |
| 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 | :- | 26.06.2025 |

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 present complaint dated 28.06.2023 has been filed by Sh. Darshan Lal Mittal (hereinafter referred as the 'Complainant' for the sake of convenience and brevity) u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RERD Act, 2016') read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules' for the sake of convenience and brevity) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority' for the sake of convenience and brevity) seeking refund of the amount paid towards purchase of a flat in an unregistered and incomplete real estate project titled "GLD Homes", located at Sector 115, SAS Nagar, Mohali, promoted by the respondent Mr. Amit Kumar Gupta (owner).



2. As alleged by the complainant in complaint, the complainant entered into an agreement with the respondent on 08.02.2023 for the purchase of Flat No. 321, First Floor, for a total consideration of ₹23,00,000/-. For ready reference, the price list of the unit, as alleged by the complainant in the complaint and attached as Annexure A-6, is as follows:-

 *Annexure 6*

PRICE LIST

	SR. NO.	FLOOR	PRICE
1 BHK 70 Sq. Yds.	1.	Second Floor	Rs. 23,90000/-
	2.	First Floor	Rs. 24,90000/-
	3.	Ground Floor	Rs. 25,90000/-

	SR. NO.	FLOOR	PRICE
2 BHK 105 Sq. Yds.	1.	Second Floor	Rs. 34,90000/-
	2.	First Floor	Rs. 35,90000/-
	3.	Ground Floor	Rs. 36,90000/-

**"Don't wait to buy real estate.
Buy real estate and wait."**

The entire sale consideration was paid by the complainant through legitimate banking channels — ₹10,00,000 on 01.02.2023 via RTGS, ₹12,00,000 on 02.02.2023 via RTGS, and ₹1,00,000 on 10.02.2023 via card swipe. It was categorically assured by the respondent at the time of agreement that the flat would



[illegible][illegible]

However, despite the lapse of more than four months from the date of the agreement, the unit was neither completed nor registered in the complainant's name. The complainant came to know that the project lacked the basic statutory clearances including the mandatory No Objection Certificate (NOC) from the Municipal Corporation, which made it legally impossible to execute the sale deed. **Consequently, the complainant requested the respondent to refund the entire amount along with interest.** However, no effective action was taken by the respondent despite repeated follow-ups. The complainant further submitted that he had borrowed the said amount from State Bank of India and continues to pay interest thereon, causing extreme financial and mental hardship. On persistent follow-up, the respondent issued three cheques — ₹7,00,000 dated 13.06.2023, ₹7,00,000 dated 22.06.2023, and ₹9,00,000 dated 30.06.2023. However, two of these cheques were dishonoured on presentation due to insufficient funds. The respondent also provided false assurances regarding RTGS transfers, but no amount was ever refunded.

3. Upon receipt of the present complaint, notices were duly issued to Respondent No. 1 and Respondent No. 2 on 29.09.2023. These notices were dispatched in accordance with the prescribed procedure and were duly served upon both Respondents. Despite proper and valid service, no representative appeared on behalf of either Respondent before this Authority. In view of their non-appearance, reminder notices were also issued. However, even after repeated and valid service of such notices, the Respondents failed to appear, and neither filed any written statement, reply, nor any application to contest or rebut the allegations made in the complaint. The respondent received notices sent by post and email.

4. In order to ensure a fair opportunity of hearing, this Authority granted multiple opportunities to the Respondents to appear and present their case. The matter was listed for proceedings on 17.11.2023 and 21.12.2023 but no one



attended the proceedings, to which on 21.12.2023 following orders were passed by the then Chairperson:-

"Present: Complainant in person

Complainant stated that the work of construction is going on in full swing at the site of the project. The respondent is also handing over possession to the allottees as per his discretion. He also stated that the said firm has not been registered with this Authority. Accordingly, Manager (TP) is directed to inspect the site in question within four weeks' time from today and submit her report. In case it is found that the construction is going on at the site and the respondent/promoter is also selling the unit/plots without being registered with this Authority then action as per the provisions and Rules and Regulations of the Real Estate (Regulation and Development) Act, 2016, be immediately initiated against the respondent/promoter.

To come up on 01.02.2024 at 11.30 a.m. for further proceedings."

5. On 01.02.2024, Sh. Rachit Kaushal, Advocate, appeared on behalf of the Respondents, submitted his Vakalatnama/Power of Attorney. As per directions inspection of the site was done on 31.01.2024, by Manager (TP) alongwith Executive General of this Authority. A copy of the report was directed to be given to the Ld. Counsel for the respondent, to which Ld. Counsel for the respondent sought time to file a reply. Report of the site inspection was collected by the Ld. Counsel for the respondent on 04.03.2024 and by the Complainant on 07.03.2024 from the Registry of this Authority. For ready reference, relevant extract of the status report is reproduced hereunder:-

"1. Status of Construction on Project Site: -

It was observed that the project GLD Homes is part of another main project named Divine Homes and as per the statement of the representative of the Promoter GLD Homes (Sh. Sanjeev, Contact No. 9877573226), they are constructing some of the units (plot no. 314 to 325, 334-335, 209-212 etc.) of the project named Divine Homes and allotting the same to the allottees. Out of these plots belonging to the GLD Homes, most of the units were constructed up to G+2 Level (Annexure-1). He also stated that in almost all of these units, the internal works (Annexure-2) are also in progress and possession has also been handed over to 7-8 families, who are living therein. Further, the representative of the Promoter Divine Homes at its site office located in their project Divine World informed that Promoter of the main project Divine Homes has made verbal agreement with many of the other contractors/promoters (M/s Gupta Builders, M/s HB K Infra, M/s Hyatt Construction and M/s Gunjan Land Developers etc.) for the purpose of construction of the units and sale thereof. It was also informed that the project land is still on the name of the original land owners i.e. Amarjeet Singh, Mewa Singh, Ram Singh and others and the sale execution of deed are being done by the



said land owners. However, the representatives of both the Promoters were unable to furnish any of the approval issued by any Competent Authority regarding the projects Divine Homes or GLD Homes.

2. Status of sale of the units/plots: -

As regards to the status of sale, it is observed that one sale office (Annexure-3) is running on project site and another sales office (Annexure-4) is functioning at SCO No. 2, 1 Floor, Shivalik City, Gate No. 1, Kharar. Further, the representative informed that the Head Office of the Promoter GLD Homes is situated at Plot No. 791, Industrial Area, Sector-82, SAS Nagar. The evidences of sale of the plots by the Promoter are: -

- Plan (Annexure-5) of the project site found at sales office with an intention of selling the plots
- Brochure (Annexure-6) indicating the floor wise details of type, price and sizes of the Flats.
- Hoardings of advertisement (Annexure-7) of the project site by the Promoters Divine Homes and GLD Homes.
- Copy of the record book (Annexure-8) of the Promoter GLD Homes showing the data of telephonic calls made to the customers/public in order to advertise their project units."

6. However, following the date of 01.02.2024, there has been no appearance on behalf of the Respondents. Despite being granted several further opportunities, the Respondents failed to appear or submit any response. The proceedings were recorded on multiple dates thereafter, including on 11.06.2024; 04.09.2024, 14.10.2024, 14.11.2024, 09.12.2024, 27.01.2025, 03.03.2025, 02.04.2025, and 20.05.2025. Yet, the Respondents continued to remain absent and failed to take any steps to defend themselves or assist in the adjudication of the matter. This consistent non-compliance, despite valid service of notices and sufficient opportunities, indicates a deliberate disregard of the proceedings before this Authority and warrants adjudication based on the material available on record.

7. In view of the above conduct of the Respondents, viewed in its entirety and sequence, reveals a clear pattern of deliberate delay and non-cooperation with the adjudication process initiated under the Real Estate (Regulation and Development) Act, 2016. Despite due and repeated service of notices, the Respondents have consistently failed to appear or take any meaningful step to contest the present proceedings. Yet, neither Respondents entered appearance,



nor was any communication or request made seeking an adjournment, extension of time, or even acknowledgment of the proceedings.

8. This repeated failure to appear despite valid service cannot be regarded as inadvertent or due to any logistical or procedural lapse. Rather, the absence of any explanation or response from either Respondents, even after multiple opportunities and several weeks between service and the scheduled hearing dates, suggests a deliberate and willful choice to remain absent. Such a course of conduct can only be construed as an attempt to delay and derail the adjudication process, which is further compounded by the failure to file any written statement or affidavit in reply to the allegations set out in the complaint.

9. While the Complainant has appeared diligently on all scheduled dates, complied with procedural directions, and even took active steps to facilitate service of notice upon the Respondents, no reciprocal diligence or cooperation has been shown by the Respondents. This asymmetry in conduct further supports the inference that the Respondents are not acting in good faith and have adopted a conscious strategy of avoidance. Moreover, neither Respondents have submitted any cause or justification for their prolonged silence, nor have they attempted to engage with this Authority at any point during the proceedings. The absence of even a minimal procedural engagement—such as a letter, representation, or request—reflects a total disregard for the lawful process of adjudication.

10. The deliberate nature of the delay is also apparent from the fact that the Respondents have not taken any steps to mitigate the consequences of their absence. Even after the issuance of reminder notices and allowance of Dasti service, no response was forthcoming. The persistent failure to appear, without any attempt to rectify or explain such non-compliance, points to a strategy designed to frustrate the proceedings by default. It is well-settled that parties who are aware of



legal proceedings and yet choose not to participate, despite being granted multiple opportunities, cannot later be permitted to benefit from their own inaction.

11. This approach not only hinders the effective adjudication of the matter but also runs counter to the objectives of the Real Estate (Regulation and Development) Act, 2016; which places emphasis on timely redressal of grievances, transparency, and accountability. The non-participation of the Respondents has caused substantial delay in the resolution of the dispute and has unfairly burdened the Complainant, who has been seeking justice through due process. Such conduct, therefore, constitutes an abuse of the adjudication process and a clear violation of the principles of natural justice in reverse, by denying the Complainant a fair and timely hearing.

12. Furthermore, this Authority, while vested with quasi-judicial powers under Sections 35 and 38 of the RERA Act, 2016 is also entrusted with the responsibility to ensure that proceedings are conducted fairly, efficiently, and without undue delay. It cannot permit its process to be stalled by parties who are unresponsive, non-cooperative, and disinterested in participating despite repeated notice and opportunity. In light of the above facts and circumstances, it is clear that the Respondents have engaged in deliberate delaying tactics and non-filing of reply, and their conduct warrants appropriate consequences under law to uphold the sanctity of the adjudication process and prevent its abuse. In exercise of such powers, and in the interest of justice, equity, and good conscience, the defence of Respondent No. 1 and Respondent No. 2 is accordingly struck off.

13. Further, the continued non-appearance of the Respondents and their failure to file any reply, written statement, or rebuttal despite due service and sufficient opportunity, the factual assertions and allegations made by the Complainant in the complaint stand unrebutted and uncontroverted on record. As a result, and in accordance with settled principles of law, the averments made by the



Complainant are deemed to be admitted by the Respondents. In the absence of any denial, counter-evidence, or explanation, the Authority is entitled to proceed on the basis of the material placed on record by the Complainant and to accept such averments as correct for the purposes of adjudication. The Respondents, having consciously chosen not to contest the complaint despite adequate notice, cannot now be heard to raise objections or dispute the Complainant's case at a belated stage. Their silence, in the face of repeated opportunities, amounts to an admission by conduct, and the matter must be adjudicated accordingly.

14. In the absence of any submission by the promoter i.e. Amit Kumar (owner) and M/s. Gunjan Land Developers even after sending notices by speed post and/or email as per the addresses given by the complainant and service thereof and uploading on the webportal of this Authority, the details of proceedings recorded on the various dates of hearing, the material on record has been duly perused and considered.

15. The complainant stated that the respondents have acted in bad faith by collecting substantial amounts from buyers without delivering the promised development. The complainant is entitled to a full refund with interest.

16. Further, Hon'ble Supreme Court of India, in Para 77, of its judgment in **M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and others in Civil Appeal Nos. 6745-6749 of 2021**, has reiterated the law declared by the court in **Imperia Structures Ltd.(supra)**. The same is reproduced below:-

"77.The submission has no foundation for the reason that the legislative intention and mandate is clear that Section 18(1) is an indefeasible right of the allottee to get a return of the amount on demand if the promoter is unable to handover possession in terms of the agreement for sale or failed to complete the project by the date specified and the justification which the promoter wants to tender as his defence as to why the withdrawal of the amount under the scheme of the Act may not be justified appears to be insignificant and the regulatory authority with summary nature of scrutiny of undisputed facts may determine the refund of the amount which the allottee has deposited, while seeking withdrawal from the project, with interest, that too has been prescribed under the Act..."



17. As regards contention of the Respondent that complainants did not make full payment, Hon'ble Supreme Court in his judgment in **M/s. Newtech Developers Pvt. Ltd. (supra)** in Para 80 has held as follows:-

"80. The further submission made by learned counsel for the appellants that if the allottee has defaulted the terms of the agreement and still refund is claimed which can be possible, to be determined by the adjudicating officer. The submission appears to be attractive but is not supported with legislative intent for the reason that if the allottee has made a default either in making instalments or made any breach of the agreement, the promoter has a right to cancel the allotment in terms of Section 11(5) of the Act and proviso to sub-section 5 of Section 11 enables the allottee to approach the regulatory authority to question the termination or cancellation of the agreement by the promotor and thus, the interest of the promoter is equally safeguarded."

18. The respondent had the option to initiate the process for cancellation of the allotment, in case of the default committed, by the complainants. However, the same was not done, and promoter itself failed to offer possession, within the agreed upon/extended period, in terms of Agreement for Sale. Hence, he is liable for refund of the entire amount paid by the complainant, alongwith prescribed rate of interest.

19. Since the construction has been delayed inordinately; therefore, as per provisions of Section 18 the complainant is entitled to claim refund alongwith interest as per its choice in case of non-completion on due date. It reads as under:-

"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.



20. In view of the above, the complaint is **Partly Allowed** and complainant is entitled to refund of its money alongwith interest applicable @ 11.10% (i.e. 9.10% SBI's Highest MCLR Rate applicable as on 15.06.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The interest is being calculated on monthly basis for the whole month as a unit for the purpose of charging interest. The period for payment of interest will be considered from the next month in which payment was effected by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, the calculation of refunds and interest upto 30.06.2025 is calculated as follows:-

Sr. No.	Payment made on	Cash/ Cheque	Interest payable from	Principal Amount paid	Interest calculated till	Rate Of Interest	Delay in months	Interest payable till 30.06.2025
A	B	C	D	E	F	H	I	J
1	01.02.2023	RTGS	01.02.2023	10,00,000/-	30.06.2025	@ 11.10% (i.e. 9.10% SBI's Highest MCLR Rate applicable as on 30.06.2025 + 2%)	29 months	268250.00
2	02.02.2023	RTGS	01.02.2023	12,00,000/-	30.06.2025		29 months	321900.00
3	10.02.2023	RTGS	01.03.2023	1,00,000/-	30.06.2025		28 months	25900.00
				23,00,000/-				616050.00
GRAND TOTAL (Principal Amount Paid + Interest payable)								29,16,050.00

21. 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.

22. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the refund amount along with the accrued interest shall be recovered as Land Revenue. Further, the Principal Amount is determined at Rs.23,00,000/- and interest of Rs.6,16,050/- by applying the rate of interest @ 11.10% (i.e. SBI's Highest MCLR Rate applicable as on 15.06.2025 is 9.10% + 2%) 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.29,16,050/- upto 30.06.2025 (i.e. Principal amount of



Rs.23,00,000/- and interest of Rs.6,16,050/-), and any amount due as interest w.e.f. 01.07.2025 of Rs.21,275/- per month onwards on the principal of Rs.23,00,000/- till it is paid. Any amount paid by the promoter first will be considered as payment against the interest whatever is due. After payment of whole of interest only then the payment will be considered against principal and accordingly the principal will be reduced and interest will be charged on the balance/reduced principal amount till the whole principal amount is fully paid. Even any payment after reduction in principal amount will be first considered towards interest payment which has become due on the reduced principal, if any.

23. **Further, under the provisions of sub-section(1) of section 38 of the RERD Act, 2016; the promoter is hereby directed not to allot, book, sell, alienate or give possession to any third party of the unit/property which was allocated to the complainant(s) till all the payments payable to the complainant including of Rs.23,00,000/- upto 30.06.2025 (i.e. principal amount of Rs.23,00,000/- and interest of Rs.6,61,050/-) and subsequent interest amount of Rs.21,275/- per month w.e.f. 01.07.2025, if any becoming due is not fully paid to the complainant. The complainant will have its continuous lien over the said unit till the refund alongwith interest is not fully paid by the promoter to the complainant as determined in this order and/or mentioned in the Decree Certificate. The promoter is free to sell the unit in question after duly obtaining the receipt of the due payment from complainant as per this order.**

24. The amount of amount of Rs.29,16,050/- upto 30.06.2025 (i.e. principal amount of Rs.23,00,000/- and interest of Rs.6,16,050/-), 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 & Deveiopment) Rules, 2017. The amount of Rs.29,16,050/- determined as refund and interest amount thereon upto 30.06.2025 and further a sum of Rs.21,275/- to be payable as interest per month from 01.07.2025 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.

25. 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. Darshan Lal Mittal is held to be Decree Holder and the Respondents i.e. Amit Kumar (owner) and M/s. Gunjan Land Developers as judgment debtor being jointly and severally liable for the purposes of recovery under this order.**

25. Also, as per report neither any application for registration of project in the name and style of 'GLD Homes' has been received in this Authority nor any proceedings/notice under chapter VIII of the RERD Act, 2016 has been issued to the Promoter. Accordingly, Registry of this Authority is also directed to send a copy of this order, to the Secretary RERA for taking necessary action as ordered above and putting up the same before this bench separately under Chapter VIII of the RERD Act, 2016.

26. No other relief is made out.



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


Chandigarh
Dated: 26.06.2025




(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. Darshan Lal Mittal, #5067, Sunny Enclave Sector-125, SAS Nagar (Mohali), Punjab – 140301.
2. Sh. Amit Kumar, SCO No. 9, Aero Arcade, Block G, Aerocity, SAS Nagar (Mohali), Punjab – 140301.
3. M/s. Gunjan Land Developers, GLD Homes, Sector 115, SAS Nagar (Mohali), Punjab - 140307
4. The Secretary, RERA, Punjab.
5. Director (Legal), RERA, Punjab.
- ✓ 6. The Complaint File.
7. The Master File.


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