



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. 0004/2024UR |
| 2. Name & Address of the complainant (s)/ Allottee | :- | Ms. Harjinder Kaur,
H.No. 1403/B, Sector 37B, Chandigarh - 160036 |
| 3. Name & Address of the respondent (s)/ Promoter | :- | 1. M/s. Hanumanta Land Promoters Pvt. Ltd.,
SCO No. 13-14, 1 st Floor above more,
Sunny Enclave, Sector 125, Kharar,
SAS Nagar (Mohali), Punjab - 140301.

2. M/s. Bajwa Promoters Ltd.
SCO No. 17-18, Sunny Enclave,
Desumajra, Kharar, SAS Nagar (Mohali),
Punjab - 140301 |
| 4. Date of filing of complaint | :- | 03.01.2024 |
| 5. Name of the Project | :- | Micro Homes |
| 6. RERA Registration No. | :- | Unregistered |
| 7. Name of Counsel for the complainant, if any. | :- | Sh. Mohd. Sartaj Khan, Sh. Shahnawaz Khan, Sh. Mukim Ahmed, Advocates for the complainant alongwith Sh. Surjit Singh husband of 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 | :- | 21.04.2025 |

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 03.01.2024 has been filed by Ms. Harjinder Kaur (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) relating to a RERA registered project namely 'Micro Homes' promoted by M/s. Hanumanta Land Promoters Pvt. Ltd. & Anr. (hereinafter referred as the Respondents for the sake of convenience and brevity).

2. The brief gist of the complaint, as alleged by the complainants, is that the complainant has entered and duly executed "Flat Buyer's Agreement" on 07.02.2014 with the Respondent Promoter, Hanumanta Land Promoters Pvt. Ltd., for the purchase of a residential flat bearing No. 23, Ground Floor, having a super area of 750 sq. ft. in the project titled *Micro Homes*, situated at Sector-125, Sunny Enclave, S.A.S. Nagar (Mohali). The promoter i.e. M/s. Hanumanta Land Promoters Pvt. Ltd. had further executed an agreement with M/s. Bajwa Promoter on 14.08.2012 as per the said



agreement. The Complainant had booked the said unit on 21.08.2013 by paying a sum of Rs.3,15,000/-, and as per the agreement and, the Basic Sale Consideration was fixed at Rs.21,00,000/-, which the Complainant has paid in full, as evidenced by the annexed payment receipts and account statements. Clause 17(a) of the Flat Buyer's Agreement dated 07.02.2014 obligated the Respondent to hand over possession within two years from the date of signing of the agreement, i.e., by 06.02.2016. However, despite the lapse of over nine years, the Respondent has neither offered lawful possession of the unit nor obtained the requisite Occupancy Certificate or Completion Certificate. The project remains incomplete, and the Complainant, despite making repeated visits and communications, has not received possession, nor any compensation or interest for the inordinate delay. The Respondent has failed to provide any valid justification for the delay and has not complied with the mandatory provisions of the RERD Act, 2016 thereby violating Sections 11(4), 17, 18, and 19, and further, the project 'Micro Homes' is not registered under RERD Act, 2016 attracting proceedings under Section 59. The Complainant submitted that the Respondent's actions amount to a clear case of breach of contractual and statutory obligations, resulting in immense mental, financial, and emotional distress, and prays that **appropriate relief be granted in terms of possession, interest for delay** in accordance with the provisions of the RERD Act, 2016.

3. Upon receipt of the present complaint, notices were duly issued to both Respondent No. 1 and Respondent No. 2 on 18.01.2024. These notices were properly dispatched and served in accordance with the prescribed procedure. Despite the valid service of notice, no one attended the proceedings on behalf of Respondent No. 1 & 2. Consequently, vide order dated 22.05.2024, Respondent No. 1 was proceeded against ex parte. On the same date, i.e., 22.05.2024, Respondent No. 2 appeared and joined the proceedings. Thereafter, on 21.10.2024, the Complainant submitted an application seeking permission to amend and refile the present complaint in order to incorporate certain necessary additions and corrections. The said request was duly considered and allowed. Subsequently, despite the grant of several opportunities to file the amended complaint, the Complainant availed the final opportunity in January 2025, at which time the amended complaint was filed on record.

4. Upon submission of the amended complaint, fresh notices were issued to both Respondents again. The notice to Respondent No. 2 was duly served on 15.02.2025, while the notice to Respondent No. 1 was received back unserved. In light of this, learned counsel for the Complainant sought permission to effect *Dasti* service upon Respondent No. 1, which was granted. Simultaneously, considering the non-appearance of Respondent No. 2, this Authority directed issuance of a reminder notice to ensure adequate opportunity and compliance with principles of natural justice.



5. Pursuant thereto, *Dasti* notice was duly collected by the Complainant and served upon Respondent No. 1, as stated by the complainant. The reminder notice to Respondent No. 2 was duly served on 15.03.2025. Despite valid and repeated service of notices, neither of the Respondents has appeared before this Authority, nor has any written statement, reply, or application been filed to contest or rebut the claims made in the complaint. On 07.04.2024, no one attended the proceedings once again from the respondent's side.

6. 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, both at the initial stage of the complaint and again following the submission of the amended complaint, the Respondents have consistently failed to appear or take any meaningful step to contest the present proceedings. In particular, Respondent No. 2 was served twice—first on 15.02.2025 and again through a reminder notice on 15.03.2025. Respondent No. 1, after the original notice was returned unserved, was served via *Dasti* notice collected and effected by the Complainant in accordance with the express permission granted by this Authority. Yet, neither Respondents entered appearance, nor was any communication or request made seeking an adjournment, extension of time, or even acknowledgment of the proceedings.

7. 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.

8. 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.

9. 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.

10. 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.

11. Furthermore, this Authority, while vested with quasi-judicial powers under Sections 35 and 38 of the RERD 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.

12. 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.

13. In the absence of any submission by the promoter i.e. Hanumanta Land Promoter Pvt. Ltd. and Bajwa Promoters Ltd. 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. The records submitted by the complainant include details of various receipts issued by the promoter i.e. Hanumanta Land Promotes Pvt. Ltd. and the included Flat Buyer Agreement. The said agreement at Clause (f) of Sr. No. 19 at Page reads as under:-

" 19. General:-

a to e. xxxx xxxx

(f) If for any reasons, whatsoever, the company is not in a position to offer the flat allotted, the company shall offer the allottee(s) an alternative unit or refund the amount in full with interest @ 10% p.a. without any further liability to pay any damage or compensation."

14. In a genuine case, if the promoter had taken precautions well in advance, it may have given an alternative site or in reasonable circumstances may have refunded the money of course as per the RERD Act, 2016, if the termination was after 01.05.2017 and otherwise as per the agreed terms and conditions subject to other laws applicable at that point of time. But in absence of any proactive steps taken by the promoter and ignoring its obligation; the said clause cannot be enforced without consent of the allottee after delay of more than 11 years of agreement and expiring of 9 years from the agreed date of possession. The promoter has just absconded from the scene and left the allottee(s) in lurch and waiting to possess their dream house. The project is un-registered and the financial particulars are not available with the Authority. The promoters in general specially, when it is a private limited company incorporated under the Company's Act has a very little share capital which is meager amount if compared with the actual cost of project and the money needed for development of the project and more so in the constructions of units/flats/apartments or high rise project. The promoters project is approved on the basis of partly owned and partly consent land. The promoter after offering the project inventory for sale collects money from prospective allottee(s) and carry out the work of project. In case of any financial mismanagement, the promoter vanishes and do not pay attention to the projects as the personal financial stake is not involved. Thereby giving a chance to



promoter not to attend litigations. Even, the Directors are not personally liable in the case of company. In such facts and circumstances, the allottee(s) suffer a lot after investing their life savings and taken loan on the basis of expected future earnings.

15. Therefore, in the facts and circumstances of making full payment and non-cooperation and in absence of any reply from any of both the promoters, the complaint is **Partly Allowed** and complainant is entitled for interest upon the delayed period w.e.f. 06.02.2016 (i.e. from the due date of possession to be offered) @ 11.10% (i.e. 9.10% SBI's Highest MCLR Rate applicable as on 31.03.2025 + 2%) till the date of valid offer of possession, as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. **Further, it is pertinent to note here that since the agreement to sell and the receipts were issued by Respondent No. 1, it follows that the complainant's primary grievance is against Respondent No. 1, as it was the party that executed the agreement to sell with the complainant.** Therefore, respondent no. 1 is primarily responsible and is directed to hand over the possession to the complainants at the earliest alongwith interest for the delayed period. The complainant is also directed to pay the balance payment to the respondent at the time of valid offer of possession, if any. The period for payment of interest will be considered from the next month in which possession will be offered by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, the calculation of delayed interest upto 31.03.2025 is calculated as follows:-

Interest payable from	Principal Amount Paid	Interest Calculated till	Rate of Interest as per order	Tenure	Interest Amount
1	2	3	4	5	6
01.03.2016	21,00,000/-	31.03.2025	11.10%	109 months	21,17,325/-

16. 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.

17. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the above amount shall be recovered as Land Revenue. The total amount due towards delayed interest upto 31.03.2025 is Rs.21,17,325/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession. After, 01.04.2025 the promoter is liable to pay an amount of Rs.19,425/- per month as interest till the valid & due possession is not offered to the complainants.



18. The amount of Rs.21,17,325/- upto 31.03.2025 as interest upon the delayed period, 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 & Development) Rules, 2017. The amount of Rs.21,17,325/- determined as interest upon the delayed period upto 31.03.2025 and further a sum of Rs.19,425/- to be payable as interest per month from 01.04.2025 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 and Rule 24 of the Punjab Real Estate (Regulation & Development) Rules, 2017.

19. The Secretary of this Authority is hereby directed to issue a **"Debt Recovery Certificate"** for an amount of Rs.21,17,325/- mentioning further that interest of Rs.19,425/- per month from 01.04.2025 will become due till due possession is handed over & will be added and recovered accordingly at the time of enforcing the Decree. This Debt Recovery Certificate will be issued and Secretary is directed to 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, Ms. Harjinder Kaur is held to be **Decree Holder** and the Respondents i.e. **M/s. Hanumanta Land Promoters Pvt. Ltd. as judgment debtors for the purposes of recovery under this order. In the facts and circumstances, M/s. Bajwa Developers Ltd. i.e. Respondent no. 2 is held not liable for the payment of amount mentioned in the Debt Recovery Certificate and awarded in this order. M/s. Bajwa Developers Ltd. name is dropped from the array of respondents for the purposes of reliefs granted under this order. It is clarified that M/s. Hanumanta Land Promoters Pvt. Ltd. is only liable for the interest on delayed possession as determined in Para 18 and 19 of this order.**

20. It is also seen that the present complaint pertains to a project which is not registered with this Authority. In this regard, Secretary of this Authority is hereby directed to get a report from Legal/Admin Section on the following points and put the same before this bench for taking appropriate action under the Act:-



- i. Whether any proceedings u/s. 59 of the Act, to which the present complaint pertains is **pending adjudication OR Filed** by any other Bench of this Authority?
- OR
- ii. Whether this Authority has received any application for registration of the un-registered project?

Accordingly, Registry of this Authority is also directed to send a copy of this order to the Secretary for taking necessary action as ordered above and putting up the same before this bench separately under chapter VIII of the RERD Act, 2016.

21. No other relief is made out.

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


Chandigarh
Dated: 21.04.2025




(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. Ms. Harjinder Kaur, H.No. 1403/B, Sector 37B, Chandigarh - 160036
2. M/s. Hanumanta Land Promoters Pvt. Ltd., SCO No. 13-14, 1st Floor above more, Sunny Enclave, Sector 125, Kharar, SAS Nagar (Mohali), Punjab - 140301.
3. M/s. Bajwa Promoters Ltd. SCO No. 17-18, Sunny Enclave, Desumajra, Kharar, SAS Nagar (Mohali), Punjab - 140301
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.