

**BEFORE SHRI ARUNVIR VASHISTA, MEMBER  
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB  
PLOT NO.3, BLOCK-B, FIRST FLOOR, SECTOR 18A,  
MADHYA MARG, CHANDIGARH.**

Complaint No. GC No.0125 of 2024UR

Date of Institution: 01.04.2024

**Dated of Decision: 19.12.2025**

1. Mr. Abhinav Acharya
2. Mrs. Ritu Acharya,  
Both residents of # 400 Lajpat Nagar, Jalandhar, Punjab

...Complainants

Versus

1. M/s Royale Empire through its Director Jeewan Garg, House No.909, Sector 9, Panchkula, Haryana, Pin Code 134113
2. Punjab National Bank, Mahavir Marg, Opp. TV Centre, Near Shaheed Udham Singh Nagar, Jalandhar, Punjab.

...Respondents

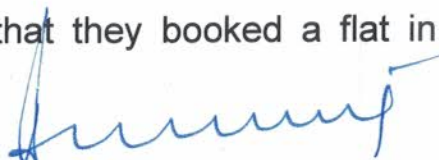
Complaint under Section 31 of the Real Estate  
(Regulation and Development) Act 2016.

Present: Mr. Bahul Banger, Advocate representative for the  
complainants  
Respondents exparte

**ORDER**

The main allegations in this complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") by the complainants against respondent, relate to refund of the amount paid by the complainants to the respondent in respect of flat No.202 in the project "Royale Empire" of respondent, along-with interest.

2. The complainants in their complaint, have inter alia claimed/ alleged that they booked a flat in the respondent's



project situated at village Peermuchhalla, District SAS Nagar, Mohali, Punjab. Allotment of the said flat was made vide application dated 09.03.2011. Allotment Letter was then issued. An agreement to sell was also executed *interse parties* in respect of Flat No.202 on 11.03.2011. As per said agreement, respondent was bound to handover the possession of the flat by 10.12.2012 from the date of execution of the buyer's agreement. The total and basic sale price of the apartment was Rs.47,00,000/- out of which the complainants had already paid Rs.27,80,000/- to the respondent. The payments were being made by the bank from whom the complainants had taken a loan. The complainants kept on waiting for the possession of the flat, but the same had not been given till date. Therefore, complainants had no other option except to seek refund of the amount paid, along with interest. Hence, the present complaint.

3. Notice of the complaint was served on the respondents who did not appear despite service; hence the respondents were proceeded against *exparte*.

4. In order to prove their case, complainants relied upon certain documents i.e. Allotment Letter dated 11.03.2011 (Annexure C-1), payment receipts (Annexure C-2), Photographs (Annexure C-3), Tripartite Agreement (Annexure C-4) and Agreement to sell (Annexure C-6).

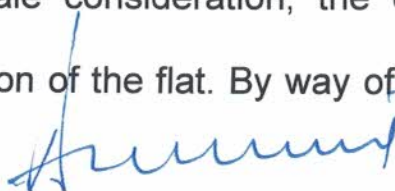
5. This authority has heard the arguments of the complainants and have also gone through the documents produced on record.





6. While reiterating the contents of complaint, learned counsel for the complainants highlighted the main facts of the case. He pointed out that vide allotment letter dated 11.03.2011 complainants were allotted Flat No.202 (Block N) having covered area of 1490 sq. ft. and super area of 1800 sq. fts in the project "Royal Empire" of respondent. The total cost of the flat was Rs.47,00,000/- out of which the complainants have already paid an amount of Rs.27,80,000/- to the respondent after obtaining a housing loan from the bank. It was then submitted by him that as per clause 7 of the buyer's agreement, respondent was bound to handover the possession of the flat by 10.12.2012. This stipulation had however been violated by the respondent as even after a delay of more than 13 years, possession of the flat was still not handed over to the complainants. Therefore, the respondent/ promoter was liable to refund the principal amount along with interest at the rate prescribed in the Punjab State Real Estate (Regulation and Development) Rules, 2017 from the respective dates of deposits till its realization.

7. The case of complainants and the claim made thereunder including the documents produced on record in support thereof remained unrebutted as respondent chose not to appear despite service and he was thus was proceeded against exparte. From the documents placed on record by the complainants, it was evident that despite making more than 50% of the sale consideration, the complainants were not given possession of the flat. By way of their present complaint



complainants seek only the refund of their amount having been paid along-with interest as they did not intend to remain in the project and their claim for that is very much justified and rightful under the circumstances as per Section 18 of the Act, which speaks 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:*

	xxx	xxx	xxx
(2)	xxx	xxx	xxx
(3)	xxx	xxx	xxx

8. Accordingly, in view of the un rebutted claim and evidence led on record in support thereof, this bench feels no hesitation in accepting the prayer of complainants and directs the respondent to refund the amount deposited by the complainants along with interest thereon at the prescribed rate as per Rule 16 of the RERD Act i.e. State Bank of India highest marginal cost of lending rate (as on today) plus 2% from the



date of deposit till the date of its refund. The payment should be made within the time stipulated under Rule 17 of the Punjab State Real Estate (Regulation and Development) Rules, 2017.



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