

**BEFORE SH. ARUNVIR VASHISTA, MEMBER-II
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB AT
CHANDIGARH**

Complaint No. RERA/ GC No.0330 of 2024

Date of filing: 10.09.2024

Date of Decision: **07.11.2025**

1. Santosh Machagalath Krishnan

2. Nisha Puliyothe Nandanam

Both residents of # 2863, Sector 125, SAS Nagar (Mohali), Punjab

...Complainants

Versus

M/s Bajwa Developers Limited, 17-18 Sunny Enclave, Kharar,
SAS Nagar (Mohali), Punjab

... Respondent

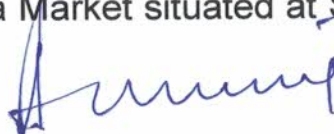
Complaint under Section 31 of the Real Estate (Regulation
and Development) Act 2016.

Present: Mr. Mohd. Sartaj Khan, Advocate for the complainants
Respondent 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 possession of the Commercial S.C.O. No. 178 of 62.22 Sq. Yds. purchased by the complainants from respondent M/s Bajwa Developer's through its Managing Director Mr. Jarnail Singh Bajwa. Accordingly, the main relief sought is to hand over possession along-with payment of interest for the period of delay.

2. The complainants in their complaint, have inter alia claimed/ alleged that they had purchased commercial S.C.O. No. 178 of 62.22 sq. yds. in High Plaza Market situated at Sunny Enclave, Sector 124.



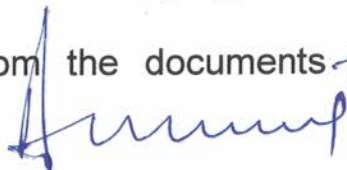
The booking of the above said unit was made on 22.12.2012 and accordingly Agreement to Sell was executed on 25.12.2012. The total Sale Price of the SCO was Rs.31,00,049/-. The complainants paid more than 100 % of the amount i.e. Rs.36,48,000/-. Conveyance deed relating to the unit was also executed in favour of the complainants on 19.09.2014. Subsequently mutation of the same was duly entered in the revenue record. But till date physical possession of the unit has not been offered though as per Section 17 of RERA Act, 2016 the promoter was liable to do so. The promoter also did not obtain any partial completion certificate and occupation certificate from the competent authority till date. It was alleged by the complainants that despite making full payment of the unit, they were not given the possession. Hence, the present complaint.

3. Notice of the complaint was served on the respondent who did not appear despite service and was thus proceeded against exparte vide order dated 27.06.2025.

4. In order to prove their case, the complainants relied upon certain documents i.e. agreement dated 10.07. 2015 (Annexure C-1), payment receipts (Annexure C-2), No Due Certificate (Annexure C-3), Layout Plan (Annexure C-4), Copy of Conveyance Deed dated 19.09.2014 (Annexure C-5) etc.

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

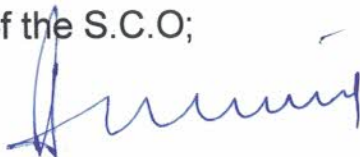
6. While reiterating the contents of complaint, learned counsel for the complainants highlighted the main facts of the case. He pointed out that from the documents placed on record by the



complainants, it was evident that despite making the entire payment by the complainants, no physical possession of the S.C.O was being given though as per Section 17 of the Act, the promoter was liable to execute conveyance deed and to handover the physical possession of the unit, but in the case in hand physical possession had not been handed over till date and PCC/OC had also not been obtained till date. Thus, the ingredients of Section 17 have not been complied with. Therefore, the respondents were liable to pay interest for delayed period on the amount paid by the complainants at the rate prescribed in the Punjab State Real Estate (Regulation and Development) Rules, 2017 for the period of delay till the delivery of possession.

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 proceeded against exparte. Accordingly, in view of the unrebutted claim and exparte evidence led on record in support thereof, this bench feels no hesitation in accepting the prayer of complainants exparte and hereby orders as follows; -

- a) The respondent shall offer possession of S.C.O. No. 178 of 62.22 sq. yds. as per terms mentioned in the conveyance deed to the complainants within three months from the date of this order;
- b) The complainants shall take possession of the aforesaid S.C.O. within one month of receipt of the respondent's offer for possession of the S.C.O;



- c) The respondent is also liable to pay interest on the amount paid by the complainants for delay in delivery of possession at the rate prescribed under the Act read with Rule 16 of the Rules.



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