

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER  
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Complaint No.0445 of 2024  
Date of Institution :22.12.2024  
Date of Decision: 22.07.2025

Dipti Kunra, # 30, Kochar market, East Model Gram, Model Town,  
Ludhiana, Punjab, Pin Code 141002

....Complainant

Versus

M/s Omaxe Limited, 7, LSC Kalkaji, New Delhi, Delhi, Pin Code 110019

....Respondent

Complaint in Form 'M' u/S 31 of the Real Estate  
(Regulation and Development) Act, 2016, read with Rule  
36 (1) of the Punjab State Real Estate (Regulation and  
Development) Rules, 2017.

**(Registration Number: PBRERA-LDH45-PR0025)**

Present: Shri Manpreet Singh Longia, Advocate for the complainant  
Shri Munish Gupta, Advocate for the respondent

**ORDER**

Through this complaint, complainant seek issuance of direction to respondent to offer a valid offer of possession of the flat and also to pay interest at the prescribed rate on the amount of Rs.97,78,845/- deposited by complainant with respondent till the date of handing over physical possession.

2. Brief facts as submitted by complainant in her complaint are summarized below:-

2.1 An amount of Rs.2,00,000/- was paid by complainant on 03.04.2021 for booking of flat in the project "The Royal Meridian" situated at Pakhowal Road, Ludhiana. Thereafter, an agreement to sell was executed between the parties on 15.12.2021 and complainant was allotted Flat No. 2002 in "TRM/TOWER-2/TWENTIETH/2002" having carpet area of

2010 Sq feet. It was promised that possession of flat would be delivered on 31.12.2023.

2.2 Till date complainant has paid a sum of Rs.97,78,845/- against the total sale consideration of Rs.1,31,09,581/. Sufficient time has elapsed but respondent has not been able to complete the project. Complainant is in need of flat for her own living.

2.3 It is the prayer of complainant

2.3.1 To direct respondent to offer a valid possession of Flat No. 2002 in "TRM/TOWER-2/TWENTIETH/2002" after obtaining Completion/Occupancy Certificate.

2.3.2 To direct respondent to pay interest at the prescribed rate on Rs.97,78,845/- deposited by complainant with respondent from 31.12.2023 till delivery of actual physical possession of flat within 30 days from the date of decision and to keep paying the interest on monthly basis.

3. Upon notice, Shri Munish Gupta, Advocate appeared for respondent and submitted reply dated 09.06.2025 which is summarized below:-

3.1 Respondent admitted allotment of Flat No. TRM/Tower-2/Twentieth/2002, having carpet area 2010 sq. ft in the project "The Royal Meridian". Regarding the delay in handing over flat, it is alleged that this Authority has already extended the period of completion of the project till 31.12.2025. Thus, it cannot be said that possession was to be handed over on 31.12.2023. The government has also extended the date for completion of all real estate project by six months.

3.2 As per Clause 33, in case of any dispute the matter be referred to the Adjudicating Officer for settlement. Still substantial



amount is still pending to be paid by complainant in view of construction linked plan. She is also defaulter in making payment as per plan.

3.3 It is prayed that the complaint be dismissed.

4. The undersigned heard arguments of both the counsels on the stipulated date.

5. It is argued by complainant that she had paid Rs.97,78,845/- against the total sale consideration of Rs.1,31,09,581/-. As per clause 7.1 of the agreement dated 15.1.2021 possession of the flat was to be delivered on or before 31.12.2023. However, till date possession has not been handed over to her. It is her prayer that respondent be directed to pay interest at the prescribed rate of interest i.e. MCLR of SBI + two percent. Respondent be further directed to hand over possession after obtaining Completion/Occupancy Certificate.

6. Counsel for complainant also cited the following orders:

- i. Order dated 01.07.2024 passed by the Authority in the matter of '*Jaswinder Singh Vs M/s Omaxe Limited*' (GC No.0441 of 2022) passed against the present respondent M/s Omaxe Limited and drew attention towards its para 16 which is reproduced below:

*"16. However, till today possession has not been offered to the complainant. The complainant has been waiting for possession of his flat for a long period of time and there is still no commitment on behalf of respondent as to the time by which the possession of the flat would actually be delivered and even the duration is not known as on date. Thus, delay in delivery of possession is fully established on record and the complainant is entitled to the interest for the period of delay in handing over possession of the flat".*

- ii. Order dated 05.03.2025 passed by the Authority in the matter of '*Jasvinder Kumar Vs M/s Omaxe Limited*'.

7. Counsel for respondent reiterated the contents of his reply and stated that this Authority has already extended the period of completion of project upto 31.12.2025 and also the Government has further extended a period of 6 months for all real estate projects. Thus, the date of delivery of possession is 31.12.2025 and not 31.12.2023 as alleged by complainant.

8. The undersigned considered the rival contentions of both the parties. It is established on record that till today possession has not been handed over to complainant of her flat No.TRM/Tower-2/Twentieth/2002, having carpet area 2010 sq.ft., in the project "The Royal Meridian" by respondent. It is clearly mentioned in Clause 7.1 of the agreement dated 15.12.2021 that possession of the flat will be handed over to complainant on or before 31.12.2023. However, respondent failed to do so till today.

9. The next objection of respondent about the presence of clause of arbitration in the Agreement being used to exclude the jurisdiction of the Authority, this contention is rejected in line with the decision of the Supreme Court in the case "*M/s Emaar MGF Land Ltd. vs Aftab Singh*" (Review Petition (C) Nos. 2629-2630 of 2018 in Civil Appeal Nos.23512-23513 of 2017).

10. Another objection of respondent that the date of delivery of possession is 31.12.2025 and not 31.12.2023 mentioned in the agreement for sale. However, the law is settled by now upto the Supreme Court in "*Imperia Structures Ltd. Vs Anil Patni and Anr*" - Civil Appeal 3581-3590 of 2020 that the relevant date for delivery of possession to an allottee is the date mentioned in the agreement for sale and not the date till which registration of the project is valid. Thus, this argument of respondent is also devoid of any merit and is rejected.



11. Thus, this case is accordingly squarely covered within the definition of Section 18 of the Act which 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) ..*

*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..."*

12. In view of above discussion and legal provision, this complaint is allowed and it is held that complainant is entitled to interest for the period from 31.12.2023 till the date of valid possession of the flat. Respondent is accordingly directed

12.1 To pay interest under Section 18(1) of the Act of 2016 at the rate of 10.90% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.90% plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount of Rs.97,78,845/- paid by complainant to respondent with effect from 01.01.2024 till the date of this order to be paid within ninety days as stipulated in Rule 17 of the Rules of 2017 on receipt of copy of this order in the first instance.

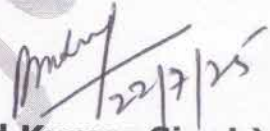
12.2 To pay further interest under Section 18(1) of the Act of 2016 at the rate of 10.90% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.90% plus two percent) on the amount paid by complainant, prescribed in Rule 16 of the Rules of 2017, to be adjusted at the time of

handing over possession to complainant after the date of this order till handing over possession of the flat after obtaining Completion/Occupancy certificate.

13. Further, complainant is bound to pay the outstanding amount, if any, before taking possession of the Flat as per Section 19(10) of the Act of 2016 which reads as under:-

*"(10) Every allottee shall take physical possession of the flat, plot or building as the case may be, within a period of two months of the occupancy certificate issued for the said flat, plot or building, as the case may be".*

14. File be consigned to record room after due compliance.

  
(Binod Kumar Singh)  
Member, RERA, Punjab