

RERA/GCNo0348 of 2022

1.Indu
2.Surender Kumar
Vs

WWICS Estates Private Limited Through Its Directors & ors.

12.02.2026

Present: Sh. Anil Rana, Advocate for the complainant
None for the respondent no. 1-6

Arguments of the Ld. Counsel appeared on behalf of complainant have been heard.

An adjournment request has received from Ld. Counsel for the respondent no. 1-6 stated therein that he had to go PGI. Therefore he requested for adjournment. It is observed that the respondent had been granting adjournments since September, 2025 i.e. 04.09.2025, 06.11.2025 and 18.12.2025. The matter is pending for arguments since September, 2024.

The matter is pending since 2022 thus in the interest of justice and also keeping in view of seeking regular adjournments and opportunities granted for arguments, the matter cannot be adjourned further period.

Therefore exparte proceeding is proceeded against the respondent. No. 1-6.

The matter is reserved for order. Detailed order will be passed separately on the basis of record available on file.


(Binod Kumar Singh)
Member, RERA, Punjab

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

Complaint No.0348 of 2022

Date of Institution: 30.06.2022

Dated of Decision: ~~26~~.02.2026

1. Ms. Indu, and
2. Sh Surender Kumar

Both resident of House No.3169, Sector 48-D, Chandigarh- 160047

....Complainants

Versus

1. M/s. WWICS Estates Pvt. Ltd. through its Directors
2. Sh. Baljit Singh Sandhu, Director WWICS Estates Pvt. Ltd.
3. Sh. Kiran Vir Sandhu, Director WWICS Estates Pvt. Ltd.
4. Sh. Devinder Sandhu, Director WWICS Estates Pvt. Ltd.
5. Sh. Rajiv Bajaj Director, Director WWICS Estates Pvt. Ltd.
6. Sh. Parvinder Sandhu, Director WWICS Estates Pvt. Ltd.

All at Plot No. A12, Industrial Area, Phase-6, Sahibzada Ajit Singh Nagar (Mohali), Punjab-160055

7. India Bulls Housing Finance Ltd, Regd Office- M-62 and M-63, Ist Floor, Cannaught Place, New Delhi-110001
8. The Sub-Registrar, Kharar, SAS Nagar (Mohali) - 140301.
9. Municipal Council, Kurali, through Executive Officer, Near Civil Hospital, Ropar Road, Kurali, SAS Nagar (Mohali) - 140103

.... Respondents

- Present:
1. Sh. Puneet Gupta and Sh Anil Rana, Advocates for the complainants,
 2. Sh. Raman Walia, Advocate for the respondents no. 1 to 6.
 3. Ms Vijayata Sharma, Advocate for respondent no. 7
 4. Sh Ashok Kumar, Advocate for respondent no. 9

ORDER

1. This complaint in Form 'M' under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act of 2016), read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the Rules of 2017) was instituted on 30.06.2022 by the complainants in their individual capacity against the respondent seeking following reliefs:

1.1 To direct the respondents to refund the entire consideration paid of Rs.13,51,763 /- along with interest.

1.2 To impose penalty on the Company as per Section 61 of the Act

1.3 To revoke the registration of the Company as per Section 7 of the Act.

1.4 To direct the respondents to pay an amount of Rs.10,00,000/- towards litigation expenses.

2. The brief facts mentioned in the complaint by the complainant are as under: -

2.1 The brief gist of the complaint, as alleged by the complainants, is that the complainant has submitted that the company invited applications for the allotment of freehold residential plots and floors in a project named "Imperial County" located at Kurali, Tehsil Kharar, S.A.S. Nagar, Punjab, which was registered under RERA Registration Nos. PBRERA-RPR70-PR0442 (Dream Meadows-I) and PBRERA-SAS80-PR0516 (Dream Meadows-II). The company issued a prospectus for residential plots, pursuant to which the complainant applied and was allotted Plot No. P-210, in project 'Dream Meadows-I' through an Allotment cum Agreement dated 05.10.2016. Earlier complainants were allotted plot no. P-124 and on request of the complainant plot has been changed by the respondent. Total cost of the plot no. P-210 was Rs.13,51,763/- and full amount has been paid by the complainant. Copy

of payment detail is appended with complaint. Complainants approached IHFL Bank for a loan of Rs.8,00,000/-. Complainants entered into a Tripartite Agreement with said bank and respondent no.1. Clause 8 of the agreement stipulates that the plot shall only be used for residential purposes, while Clause 25 provides that the company retains authority over the plot until a Conveyance Deed is executed and registered. Clause 29(a) states that the development of the plot/project was to be completed within 12 months or an extendable six-month period from the agreement date, subject to certain conditions. Despite full payment made by complainant, the company failed to deliver possession or execute the Conveyance Deed, as required under Clause 31(a), even though some other allottees reportedly received such deeds executed without obtaining municipal approvals. The complainant later learned that the land was agricultural in nature and not suitable for residential construction, with part of the colony allegedly situated on a riverbank and subject to a dispute between the promoters and the Municipal Council, Kurali. The respondent company purportedly misled buyers by uploading a document about regularization of land instead of a proper Change of Land Use (CLU) certificate on the RERA website and was implicated in misleading representations about the nature of the plots through media coverage. The complainant asserts that these actions constitute violations of Clauses 29(a) and 31(a) of the agreement, as well as Sections 11(4)(f), 12, 17, and 18(1)(a) of the RERA Act, 2016, and seeks a refund of the entire consideration amount with interest and any other relief deemed appropriate.

3. In response to the notice, the respondents no. 1 to 6 have submitted their reply, asserting its position based on the following averments: -

3.1. The respondents respectfully submits that the Complainants has not approached this Hon'ble Court with clean hands. The Complainants has willfully suppressed material facts from the purview of this Hon'ble Court. On request of complainants, plot was changed and residential plot No. P-210

was allotted, situated in Dream Meadows-I, Imperial County, Siswan Road, Kurali, Punjab, by executing an Allotment cum Agreement dated 05.10.2016 with the Respondent no.1. The Complainant had agreed to abide by the terms and conditions mentioned therein. A copy of the said agreement is already annexed with the complaint.

3.2 After the execution of the Allotment cum Agreement dated 05.10.2016, the complainants were duly called upon to get the sale deed executed. However, despite the opportunity afforded, the complainants failed to procure the necessary stamp paper and prepare the sale deed for registration before the concerned Sub-Registrar. Moreover, the physical possession of the plot was duly offered to the complainants. Therefore, the allegations made regarding non-delivery of possession are baseless. The opposite party is not deficient in service in any manner, and hence, the present complaint is liable to be dismissed.

3.3 The opposite party is the lawful and registered owner of land measuring 68,977.23 sq. meters and had launched the residential project titled "Imperial County" at Siswan Road, Kurali. The said project is duly approved by the Local Government-cum-Competent Authority. The colony was further developed under the names Dream Meadows I and II, where plots of various sizes were offered for sale to the general public.

3.4 The plot booked by the Complainants falls within the recognized residential colony "Dream Meadows-I," which is approved by the office of the Deputy Director, Local Government-cum-Competent Authority, Patiala under Section 4 of the Punjab Special Provisions Act, 2013. The Government of Punjab had notified a policy on 21.08.2013 for regularization of unauthorized colonies and plots. The benefits under this policy were further extended by notification dated 18.10.2018. The respondent no.1 applied for regularization under the policy, and the colony was accordingly regularized. Relevant copies of the notifications, regularization certificate, and supporting documents are annexed with this reply.

3.5 Pursuant to the regularization, the respondent has executed numerous sale deeds in favor of allottees. The layout and development plans of the colony were duly approved, and regularization fees were paid. Photographs of the developed site, a list of registered sale deeds, copies of building plan sanctions, and approval documents are also annexed. The colony falls under the jurisdiction of the Municipal Council, Kurali, which has approved several building plans for the allottees. Construction activities are already underway at the site.

3.6 It is further submitted that the earlier cancellation of regularization certificates dated 06.08.2014 and 07.08.2014 was challenged by way of CWP No. 23860 of 2021 before the Hon'ble Punjab & Haryana High Court, which set aside the cancellation order on 08.02.2022 and remitted the matter for reconsideration. Subsequent orders dated 28.03.2022 were passed in compliance. The matter relating to issuance of NOCs and building plan sanctions is currently pending before the Additional Deputy Commissioner (Urban Development), SAS Nagar, Mohali, and representation has been filed accordingly.

3.7 All necessary development charges and regularization fees have been deposited, and plot holders are entitled to seek individual NOCs or sale deeds. Hence, the present complaint is devoid of merit and is liable to be dismissed.

3.8 The Complainant was duly called upon to get the sale deed registered and physical possession of the plot was also offered. Hence, there is no deficiency of service on part of the Opposite Party and the complaint deserves dismissal.

3.9 The Complainant had executed an Allotment cum Agreement dated 05.10.2016 and had agreed to abide by its terms. Despite being offered possession and being called to execute the sale deed, the Complainant failed to do so. The plot forms part of a duly approved and regularized residential colony. Sale deeds have been executed in favor of numerous buyers, and

the Municipal Council, Kurali has approved several building plans. Necessary infrastructure such as roads, sewerage, electricity, and water lines has already been developed at the site.

3.10 The Complainant has also been provided with the opportunity to get the sale deed executed and has no reason to seek a refund.

4. Respondent no. 7 being a bank who has entered into tripartite agreement and disbursed loan to complainants in its response dated 03.04.2023 had submitted that the complainants have neither sought any relief nor made any specific allegation against the answering respondent/applicant in the complaint. The dispute, if any, exists solely between the complainant and the other respondents, and the answering respondent has no role or connection with the facts or allegations mentioned. Furthermore, under Section 31 of the Real Estate (Regulation and Development) Act, 2016, a complaint is maintainable only against a promoter, allottee, or real estate agent for violations of the Act, rules, or regulations. The answering respondent does not fall under any of these categories, and no cause of action has arisen against them. The respondent no.7 being financial institution does not fall under the ambit of the RERA Act, 2016. As such, the complaint is not maintainable against the answering respondent/applicant and deserves to be dismissed at the threshold. The respondent no.7 stated that loan advanced to the complainants was in terms of the loan agreement and tripartite agreement executed between respective parties. The respondent no.7 further stated that the complainant has already repaid the loan amount and a 'No Dues Certificate' has already been issued to the complainants by the respondent no. 7.

5. Respondent No. 8, in its reply, submitted that no relief has been sought against the answering respondent, as there is no wrongdoing attributable to it. Any default, if any, lies with M/s WWICS Estates Pvt. Ltd., as stated in the said paragraph.

6. Respondent no. 9 in its response dated 28.09.2023 had submitted that the complainants, Ms Indu and Sh Surender Kumar, has neither sought any relief nor made any specific allegation against the answering respondent/applicant in the complaint. The dispute, if any, exists solely between the complainant and the other respondents, and the answering respondent has no role or connection with the facts or allegations mentioned. Furthermore, under Section 31 of the Real Estate (Regulation and Development) Act, 2016, a complaint is maintainable only against a promoter, allottee, or real estate agent for violations of the Act, rules, or regulations. The answering respondent does not fall under any of these categories, and no cause of action has arisen against them. As such, the complaint is not maintainable against the answering respondent/applicant and deserves to be dismissed at the threshold. The complainant has no locus standi to proceed against the answering respondent, and allowing such a complaint would amount to an abuse of the process of law. The Hon'ble Authority is therefore respectfully prayed to dismiss the complaint filed by Ms Indu and Sh Surender Kumar, with exemplary costs, as a measure to discourage frivolous and vexatious litigation.

7. The violations and contraventions contained in the complaint were given to the representative of the respondents to which they denied and did not plead guilty. The complaint was proceeded for further inquiry.

8. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint.

9. It is noteworthy that matter is pending for arguments since September, 2024 and counsel of the respondents no. 1 to 6 had been seeking repeated adjournment since September, 2025 i.e 04.09.2025, 06.11.2025 and 18.12.2025. However, during the proceedings held on 12.02.2026 following order was passed:

"12.02.2026

*Present: Sh. Anil Rana, Advocate for the complainant
None for the respondent no. 1-6*

Arguments of the Ld. Counsel appeared on behalf of complainant have been heard.

An adjournment request has received from Ld. Counsel for the respondent no. 1-6 stated therein that he had to go PGI. Therefore, he requested for adjournment. It is observed that the respondent had been granting adjournments since September, 2025 i.e. 04.09.2025, 06.11.2025 and 18.12.2025. The matter is pending for arguments since September, 2024.

The matter is pending since 2022 thus in the interest of justice and also keeping in view of seeking regular adjournments and opportunities granted for arguments, the matter cannot be adjourned further period.

Therefore, exparte proceeding is proceeded against the respondent. No. 1-6.

The matter is reserved for order. Detailed order will be passed separately on the basis of record available on file.

(Binod Kumar Singh)
Member, RERA, Punjab"

The representative for complainant addressed arguments on the basis of his submissions made in their respective pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondents.

10. During the arguments, Ld. Counsel for the complainant argued the complainant entered into a valid allotment-cum-agreement on 05.10.2016 for Plot No. P-210 in Dream Meadows-I, a part of the "Imperial County" residential project at Kurali, Punjab. Pursuant to the prospectus issued by the respondent company, the complainant applied for the plot and paid the entire consideration of Rs.13,51,763/- promptly and within the stipulated timeline. The agreement expressly restricted the use of the plot solely for residential purposes and stipulated that possession along with execution and registration of the conveyance deed would be completed

within twelve months from the agreement date, extendable by six months. Despite full payment and the passage of more than nine years, the promoter has failed to deliver possession and execute the conveyance deed, which amounts to a fundamental breach of contract and non-compliance of the statutory obligations under the Real Estate (Regulation and Development) Act, 2016 (RERA).

11 Further, the complainants contends that the land allotted is classified as agricultural land and is not legally permissible for residential construction. Portions of the colony are located on a riverbank, an area expressly prohibited for residential development by applicable laws. The promoter misled the complainant and other buyers by representing the project as a fully residential development. Additionally, the promoter uploaded misleading documents on the RERA website purportedly demonstrating regularization of the land without having secured a valid Change of Land Use (CLU) certificate. The complainants emphasizes that possession offered without mandatory completion and occupancy certificates is illegal and unenforceable, since such certificates are prerequisites for lawful possession under RERA as well as the Punjab Apartment and Property Regulation Act, 1995. The promoter's failure to obtain municipal approvals further renders the transaction voidable and invalidates any sale or conveyance deeds executed.

12 The complainants relies on Section 18 of the RERA Act, which entitles an allottee to withdraw from the project and claim a refund with interest if the promoter fails to complete or deliver possession within the agreed timeline. Given the promoter's failure to fulfill these conditions and the absence of necessary statutory approvals, the complainant asserts the right to rescind the agreement, claim a refund of the entire amount paid along with interest, and seek compensation for the losses and hardships suffered. The complainants further submits that the promoter's conduct

demonstrates mala fide intent to mislead and deprive buyers of their lawful rights, which justifies intervention and relief by this Hon'ble Authority.

13. In response, the respondents contend that the complainant has not approached the court with clean hands and has willfully suppressed material facts. The complainant had executed the allotment-cum-agreement agreeing to its terms and conditions, including those related to possession and execution of the sale deed. The respondents submit that the complainant was duly called upon to procure the necessary stamp papers and execute the sale deed before the concerned Sub-Registrar but failed to do so despite having been given ample opportunity. They assert that physical possession of the plot was duly offered to the complainants, and therefore the allegations of non-delivery of possession are baseless. The respondents deny any deficiency in service and assert that the complaint should be dismissed as devoid of merit.

14. The respondents further submit that they are the lawful owners of the land measuring 68,977.23 square meters and had launched the "Imperial County" project after obtaining requisite approvals from the Local Government-cum-Competent Authority. The colony, including Dream Meadows-I, has been regularized under the Punjab Special Provisions Act, 2013, as well as subsequent notifications dated 21.08.2013 and 18.10.2018 issued by the Government of Punjab. The respondents annexed copies of the regularization certificates, layout and development plans, and other supporting documents to substantiate their claims. It was stated that all development charges and regularization fees have been paid in full.

15. It is submitted on behalf of the respondents that numerous sale deeds have already been executed in favor of other allottees, and that the layout and development plans have been duly sanctioned by the Municipal Council, Kurali. The respondents state that infrastructure such as roads,

sewerage systems, electricity, and water supply has been developed, and construction activities are underway. They also bring to attention that earlier cancellation of regularization certificates was challenged before the Hon'ble Punjab and Haryana High Court, which set aside the cancellation orders and remanded the matter for reconsideration. The respondents mention ongoing proceedings related to the issuance of necessary NOCs and building plan sanctions before the Additional Deputy Commissioner (Urban Development), SAS Nagar, Mohali and indicate that appropriate representations have been filed.

16. The respondents emphasize that since the complainant was called upon to register the sale deed and possession was offered physically, there is no deficiency or breach on their part. They argue that the complaint is without any merit and deserves dismissal. Other respondents submit that no relief has been sought against them and that they have no role or connection with the dispute. Respondent no. 9 further submits that the complaint is not maintainable against them under Section 31 of the RERA Act as they do not qualify as promoter, allottee, or real estate agent, and prays for dismissal of the complaint against them with costs.

17. In essence, the dispute turns on two crucial issues: whether possession was lawfully and timely delivered to the complainant and whether the project and land use were legally regularized and approved for residential development. The complainant asserts non-delivery of possession and illegality of land use, while the respondents maintain that the project has been regularized, necessary approvals have been obtained, possession has been offered, and the complainant failed to take steps for sale deed registration.

18. After a thorough and detailed consideration of the submissions, documents, and evidence on record, this Bench of Authority finds that the

respondent promoter has demonstrably failed to perform its contractual and statutory duties under the allotment-cum-agreement dated 05.10.2016 and the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA). The complainant has fulfilled all payment obligations promptly and in full, yet the promoter has neither delivered physical possession of the allotted plot within the stipulated period of twelve months, extendable by six months, nor executed and registered the conveyance deed as mandated under the agreement and Section 12 of the RERA Act. This inordinate delay and non-compliance constitute a material breach of contract and a clear violation of the promoter's obligations under Sections 11, 12, 17, and 18 of the RERA Act.

19. It is evident from the record that possession of the plot has not been lawfully delivered to the complainant, as possession without issuance of completion and occupancy certificates is illegal and unenforceable under the provisions of the RERA Act and the Punjab Apartment and Property Regulation Act, 1995. The absence of such mandatory statutory approvals confirms that the project is incomplete and the promoter is not entitled to hand over possession. Furthermore, the land continues to be classified as agricultural, with portions situated on a riverbank where residential development is expressly prohibited, thereby rendering the promoter's representations and assurances regarding residential use and regularization misleading and unlawful.

20. In light of the foregoing, the promoter's failure to deliver possession within the prescribed timeline and to obtain all requisite statutory approvals constitutes a breach of the agreement and contravenes the fundamental principles of the RERA Act, which aims to protect the interests of homebuyers and ensure transparency and accountability in real estate projects. Under Section 18(1) of the RERA Act, where a promoter fails to complete or deliver possession of the property as per the terms of the

agreement within the prescribed time, the allottee is entitled to withdraw from the project and claim a refund of the amount paid with interest. The complainant is thus entitled to rescind the agreement and recover the entire amount paid, along with interest calculated at the rate specified by the Authority or prescribed under the Act, from the date of each payment till the date of realization.

21. 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 have refund with interest thereupon as prescribed by the statute.

22. 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..."

Hence, complainants are liable for refund of the entire amount paid by the complainant, alongwith prescribed rate of interest.

23. Since the construction/possession of plot 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:*

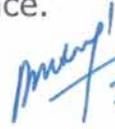
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

24. In view of the above, the complaint is partly allowed. The complainant is entitled for refund of the deposited amount of Rs.13,51,763/-along with interest @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 01.02.2026 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. All the promoters i.e respondent no. 1 to 6 are held to be jointly & severally liable for payment declared under this order. The period for payment of interest will be considered from the date on which payment was affected by the allottee to the date in which payment has been affected by the promoter.

25. The respondents are 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 said amount is to be collected as Land Revenue by the Competent Authorities as provided/authorized in the Punjab Land Revenue Act, 1887 read with Section 40(1) of the Real Estate (Regulation and Development) Act, 2016.

26. It may be noteworthy that in case compliance report is not submitted by the respondents after the expiry of above stated period of ninety days and further any failure to comply with or contravention of any order, or direction of this Authority may attract penalty under Section 63 of this Act of 2016.

27. As per the provisions of sub-section (1) of Section 36 of the RERD Act, 2016; the promoter is hereby directed not to allot, book, sell 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 are fully paid to the complainant. The complainant will have its continuous lien over the said plot till the refund alongwith interest is 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.
28. The complainant is also directed to submit report to this Authority that they have received the interest amount as per directions issued in this order.
29. The issue of cost of litigation has not been pressed during the course of arguments, so it is not being adjudicated upon.
30. File be consigned to the record room after due compliance.

 26/02/26

(Binod Kumar Singh)
Member, RERA, Punjab