

**BEFORE REAL ESTATE REGULATORY AUTHORITY,  
PUNJAB**

Complaint No. GC No.0422 of 2022  
Date of Institution: 16.08.2022  
Date of Decision: 30.03.2026

Inder Singh, VPO. Jalmana Tehsil Assandh, District Karnal, Haryana -  
132039

...Complainant

Versus

M/s Manohar Infrastructure and Constructions Pvt. Ltd through its  
Managing Director/Director, SCO No.139-141, Sector 17C, Chandigarh  
PIN Code-160017

....Respondents

Present: Shri Gurinder Singh Goraya, Advocate for the complainant  
Shri Manmohan Sharma, Advocate for the respondent

**ORDER**

This complaint was filed in Form 'M' on 16.08.2022 by the complainant Inder Singh, in his individual capacity under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act) read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2016, against the respondent M/s Manohar Infrastructure and Constructions Pvt. Ltd seeking a direction to respondent to hand over the possession and allotment of plot along with interest for the period of delay in delivery of possession of the plot in question.

2. In brief the case of the complainant had vide application dated 17.11.2011 booked a 300 sq. yards plot @ Rs.18,500/- per sq.

yards in the project "Palm Garden" being developed by the respondents. The total sale consideration was fixed as Rs.55.50 lakhs. Initial deposit of Rs.16,65,000/- was given vide cheque no.370106 dated 16.11.2011 drawn on Punjab and Sind Bank. Thereafter the complainant was given application acknowledgment customer copy dated 22.03.2013 and allotted Plot of 300 Sq, Yads @ 18,500/-, a copy of acknowledgment customer copy is annexed as Annexure C-1001.

2.1 On 26.11.2013 the complainant was allotted Registration No. PG/2307. Thereafter, the complainant deposited Rs.11,10,000/- vide cheque no. 837921 for Rs.5.00 lakh drawn on Punjab & Sind Bank dated 17.11.2013 and RTGS No. PSIBH13316008230 for amounting Rs.6.10 Lakh. The respondent has issued the joint receipt to complainant for the total amount paid to the respondent vide receipt 693 dated 17.12.2013. The copy the same is Annexure C-1003.

2.2 The respondent's company assured the complainant that allotment of the plot will be given to the complainant in December 2014 and also assured him that no further payment will be demanded from the complainant till the allotment of the plot. On June 2014, the complainant received the letter from the respondent company vide letter the respondent has demanded a sum of Rs 8,32,500/- from the complainant on or before 30 June.2014. The same has been attached as Annexure C-1006. It is further averred that the respondents assured him to handover possession of the plot in December, 2014.

2.3 it is also important over here that till date neither the agreement to sell was executed nor the allotment letter was given to the complainant, despite receiving more than 50% of the sale consideration of the plot. The complainant is living on the rent and paying Rs 15,000/- Per month.

3. Upon notice Shri Manmohan Sharma, Advocate appeared for the respondent and submitted his reply on 06.01.2025 to the following effect:

3.1 Respondents submitted that expression of Interest has been received from Sh Inder Singh on dated. 07.11.2011 along with total amount Rs.16,50,000/- by single cheque of Punjab and Sind Bank in the proposed project Palm Garden for a plot of 300 Sq Yard @ 18500/- per Sq. yards. Basic sale price is Rs.55,50,000/- and EDC& PLC charges will be in addition to the basic sale price. Respondents stated that expression of interest can only be construed to be an offer for investment and does not in any manner confer the status of an allottee under RERA Act. Acknowledge receipt was issued on 22.03.2012. Respondent further stated that a payment plan was also issued which mandated that 90% of the BSP had to be paid within a period of 12 months, considering this time commencing from 22.03.2022, 90% of BSP had to be paid by 22.03.2023. Thereafter, payment of Rs.11,10,000/- was received vide receipt dated 17.12.2023. A demand letter was issued on 01.05.2024 for Rs.8,32,500/- and reminder was also issued on 27.06.2014. But the complainant has not deposited the remaining amounts with the respondent.

3.2 Respondent further stated that the complainant filed the present complaint in the year 2022 after delay of eight years, is beyond the period of limitation. Respondent further submitted that all the plots in the project have been allotted and transferred, third party rights created prior to any agreement of sale having been entered into between the complainant and respondent. Respondent admitted that total payment amounting Rs.27,75,000/- has been received so far.

3.3 Respondent stated that there were neither any allotment letter issued nor any agreement was executed due to the default and omission on the

part of the complainant. Further, it is stated that a cancellation letter dated 30.06.2023 was sent to complainant along with cheque of Rs.27,75,000/-.

3.4 Respondents have taken preliminary objections that the complaint is not maintainable as the same has not been filed as per the mandatory provision of law and is not validly instituted. It is further contended that the instant complaint is barred under the Act of 2016 for the subject matter in dispute, so this Authority has no jurisdiction to entertain and try the present complaint. The complainant has concealed various material facts and misstated facts. It is further alleged that the complaint is barred by delay and laches as the expression of interest was shown by the complainant and amount stated therein was paid by the complainant. It is further alleged however the complainant failed to deposit any further amount as per the payment plan as such the claim of the complainant for refund of the deposited amount is barred by limitation as no such demand was raised within a period of 3 years from the date of deposit of the amount. It is also alleged that the relief sought by the complainant cannot be granted in summary proceedings.

3.5 It is further alleged that at the time of Expression of Interest there was no approval of the project and approvals were granted later on. It is further alleged that the complainant remained defaulter, accordingly plot could not be allotted. Complainant is estopped from raising such plea after a gap of more than eight years which is even otherwise barred by limitation. The complainant is wrongly demanding payment of interest on the amount deposited by him for the delay in handing over the possession of plot knowing fully well that currently there is now no plot available, so possession of the same or the interest cannot be granted.

3.6 It is further averred that the complainant has not entered into any Plot Buyer's Agreement, as such, the Complainant would only be entitled for compensation on the principal amount deposited with the respondents and the provisions of the PAPRA Act or Act of 2016 to award interest would not be applicable since there was no Agreement between the parties apart from this the complaint is neither under the PAPRA Act nor RERA Act.

3.7 The respondent proceeded further by submitting that complainant has failed to place on record any document to establish that the complainant has approached the respondent for execution of buyer agreement and respondent has refused for the same. On the contrary, respondent has the record to establish that number of notices were sent to complainant to come forward to execute buyers' agreement, which the complainant failed to comply.

3.8 The respondent reiterated that complainant remain defaulter and did not come forward to deposit the amount as per payment plan. Even the demand raised, the complainant did not come forward on one pretext or another. The complainant was also informed about the status of the project from time to time, including about the sanction of CLU and layout plans.

3.9 The respondents further contended that since currently there are no saleable plots available in the project so they are not in a position to allot any plot to the complainant, so any such direction cannot be issued and cannot executed through execution except for the refund of the money deposited. It is the prayer of the respondents that the instant complaint of the complainant be dismissed.

3.10 It was averred that even the complainant was fully aware of payment plan but even after repeated request/reminder, failed to approach for making the payment and to execute the plot buyer's agreement being a mandatory document. The respondent emphasized that company was kept hanging for several years for want of payment of consideration amount which impacted the development of the project. The respondent denied that complainant ever contacted or visited office or project of the respondent as alleged in the complaint.

4. Both the Counsel for the complainant as well as respondent addressed their respective arguments on stipulated date. The undersigned considered the rival contentions of both the parties and also perused the pleadings along with documents annexed by both the parties. During the hearing, the council of respondent vehemently argued on the clauses mentioned in the EOI. It was stated that the EOI does not give any indication that it is an allotment or right to have an allotment of any plot. No plot number or site has been mentioned in the EOI, and it is merely an interest shown by an investor and in support of such intention, they have deposited the sum as per the payment plan. The allotment of plot was supposed to be given after the buyer's agreement got executed which never happened as the complainant failed to appear for execution of agreement and also defaulted in payment. The EOI does not give any right of possession or even right of allotment which are subject to conditions mentioned in the EOI. The EOI is an application which does not confer any offer or registration of expression of interest or definite allotment or any agreement to sell either provisional or final allotment of a unit. It was argued that while expressing the interest, the complainant has

admitted that he has merely expressed his intent and in no way, it may be construed as an allotment. The complainant has agreed that this EOI shall become definite only after an offer letter in writing is sent by respondent and shall be subject to the terms and condition of offer letter. It was argued that the expressive clauses of this EOI clearly shows that EOI was never an allotment or provisional allotment and it will succeed with offer letter if EOI is accepted.

4.1 The documents / evidences filed in support of either contention were examined carefully. There is no dispute raised for the documents of approvals, payments of deposits, EDC etc made to competent Authorities. The amount Rs.27,75,000/- paid by Complainant and the last receipt of payment made on 17.12.2013 was never refused.

4.2 The expression of interest (R-1), which is signed and admitted by the Complainant, being the primary document of contention manifest the following details, that: -

- i) it was agreed that the application does not constitute any offer or registration or definite allotment or any agreement to sell.
- ii) the applicant by this application does not become entitled to the provisional or final allotment.
- iii) the form filled by the complainant-applicant is only to express interest to respondent company for allotting the unit and no way it may be construed as an allotment.
- iv) the EOI will become definite only when letter in writing is sent by respondent in form of offer letter.
- vi) all building plan, specifications, layout, plans are tentative and are subject to variation and modification.

vi) EDC and PLC will be charged in addition to BSP. The EOI was signed and submitted by complainant to the respondent after reading all the term and conditions.

4.3 As annexed in R-2 of the complaint, the payment plan indicates that 30% of BSP has to be paid along with application and the next 20% on confirmation of application and issuance of registration number. Thereafter on every three months' interval the 10% of BSP for four installments will be paid. Thus, the 90% of BSP was scheduled to be paid within 12 months of issuance of registration number and the remaining 10% was scheduled to be paid at the time of possession. There is neither any evidence produced by the complainant to manifest that the Complainant had not paid as per the above payment plan nor there was evidence to show that payments were halted due to evident non construction of the project.

4.4 There is no dispute regarding the delay in getting registration from competent authority, obtaining CLU on 31.03.2014, approval of layout plan on 18.05.2015 and grant of exemption under section 44(2) of PAPRA on 25.01.2017.

4.5 The project was registered with RERA on 15.09.2017, vide registration number PBRERA-SAS80-PR0093.

5. The complainant had paid an amount of Rs. 16.65 lakh on 16.11.2011 to respondent for booking of the unit in the project of respondent namely Palm Garden measuring 300 yd.<sup>2</sup> at the rate of Rs.18500/- per sq yards being 30% of the total cost of the same and further paid an amount of Rs.5.00 lakh on 17.11.2013 and in this manner, the complainant had paid total amount of Rs. 27.75 lakh being 50% of the total cost of the unit till November 2013. The respondent has failed to issue either any agreement or allotment letter to the

complainant and it is alleged by the complainant that the respondent has agreed to sell the plot without having any approval from the competent authorities and also failed to execute the agreement or issue allotment letter or deliver of the unit till date which amounts to deficiency of service and unfair trade practice. The complainant prayed for possession of the plot along with interest for the delayed period. On the other hand, the respondent contended that the EOI is not an agreement of allotment or promise to sell, and it is only in expression of interest shown by the complainant, which the respondent may accept by issuing an allotment letter. Apart from it was also alleged that the respondent was not registered with the competent authority and the necessary approvals were granted later on. The same was admitted by respondent that CLU was granted in the year 2013 and requisite exemption u/s 44(2) under PAPRA was granted on 25.01.2017. In view of this, the complainant contended that the project in question was being sold without any permission/sanction from the competent Authority and at the time of signing expression of interest (EOI), the project of respondent was not registered with GMADA. The respondent however, contended that the delay in issuance of notification is attributable to the government and the granting of exemption from applicability of provisions of PAPRA mega Project applies retrospectively.

5.1 The respondent further contented with vehemence that the complainant has not paid the remaining amount of instalment as per payment plan despite of repeated request and the complainant has committed default in payment, thus they are not entitled for possession. The respondent also resisted the complaint on the ground that the same is beyond the limitation period.

5.2 The cardinal question arises whether the complainant is entitled for the possession of the plot or refund of the paid amount. It is admitted fact that there is no allotment of plot number whatsoever made by the respondent in the EOI or otherwise. Also, there is no buyer agreement where from inference could be taken that a specific plot was allotted to the complainant. It is also an admitted fact that the complainant has failed to comply with the payment plan, and the last payment was made in November 2013 and the complaint was made in August, 2022. The contention presented by the complainant regarding not depositing the further amount is that there is no development work done by the promoter. However, no cogent evidence has been placed on record by the complainant in support of his allegation. But on the other hand, the respondent has brought on record the photographs of the project showing all the basic amenities available in the project, including landscaping, electricity, internal roads, street lighting and green spaces. Hence, this authority does not find force in the contention raised by complainant that there is no development work at the site.

5.3 It is a validated principle that inordinate delay in offer of possession amounts to deficiency in service, and if it is proved, then it is sufficient to grant relief of refund without examining other grounds.

6 The authority has carefully considered the rival contentions, the documents submitted and the judicial pronouncements referred by either side. This case is an example of default of both sides as complainant has made last payment way back in November, 2012, and thereafter, at least as per documentary evidence produced, has not pursued before the respondent for allotment letter. The complainant has further failed to make payments as per payment plan (R-2) where

it is stipulated that a payment would be made at three months interval till the 90% of payment is completed by 12 months of issuance of registration number and the balance 10% will be paid at the time of possession. As admitted by the complainant and not denied by respondent the EOI was signed on 07.11.2011 and registration no. PG-2307 (C-1002) was assigned, accordingly, the payments up to 90% would have been paid by March, 2013. The complainant has also not produced any evidence to manifest that there was no development work envisaged by him which has stopped him, from further payment. Apart from not making the payment, the complainant has also not produced any record or evidence to show that any effort was made to make further transaction from their end or any evidence to show that effort was made to ascertain the exact date of delivery of the unit. As discussed in preceding paragraph the document titled as 'Expression of interest' neither cast any right to signatory over the unit nor it was succeeded by allotment letter. On the other hand, as far as the default on the part of respondent is concerned, it is clear that delay of such a long period has to be considered as unreasonable irrespective of the clause of EOI that the respondent has not promised to deliver the possession or any specific date has been mentioned there. The respondent has also failed to produce any evidence to show that any effort was made to remind the complainant of his obligation to make payment in a timely manner. The respondent has also failed to issue offer letter as stipulated in EOI. In such eventuality, assuming the promoter was at fault, but the appellant default also manifest itself, considering that he did not pay the demand raised by the respondent in June, 2014.

6.1 Admittedly, neither there is any allotment of plot number whatsoever made by the respondents to the complainant nor there is any buyer agreement where from inference could be taken that specific plot number has been allotted to the complainant. In these peculiar circumstances it will be difficult to pass order of handing over possession of the plot as it would further complicate the matter in the absence of any allotment letter or buyer agreement showing the specific plot allotted to the complainant. The Hon'ble National Commission in a recent judgment titled as Surekha Pal Vs. Manohar Infrastructure and Construction passed in First Appeal No.1062 of 2023 decided on 24.12.2024 held as under: -

"Learned counsel for the Opposite Party on instructions states that there are no plots whatsoever available for allocating to the appellants and further the appellants are not even a consumer as they were never allotted a plot in the project at the same time, he fairly agrees to refund the amount due. While the learned counsel for the appellants argued with respect to certain deficiencies on the action taken by the Opposite Party towards progressing the project in question, he fairly admits that the complainant had responded to the respondent's expression of interest and paid the amount. However, no allotment letter has been issued to him. In the given circumstance, there is no scope to pursue this matter for allotment of a unit which the Opposite Party do not have. Further, no allotment letter has been placed on record by the complainant."


6.2 This Authority (RERA, Punjab) in the order dated 04.06.2021 in the case of Rishi Munjal and Maya Devi vs Manohar Infrastructure and Construction Ltd, GC no 1791 of 2020 TR, in which 50% of consideration was paid by two allottees, one of which was added subsequently after one year, with an assurance to give possession within two years, the authority concluded that there has been some

default on the part of both sides. The complainant has not paid any amount since a long period and the respondent has accepted 50% of the sale price without executing any allotment letter, without entering into any agreement. The authority, therefore, held that matter has to be decided more on principle of equality and good conscience. Accordingly, the respondent was directed to pay interest on the amount paid for a period of three years and also to issue allotment letter for a specific plot and execute an agreement for sale.

7 In the result, after considering the various judicial pronouncements of Authority of RERA, Punjab in GC No. 0096 to 0100 of 2023 dated 26.11.2025, GC no 1791 of 2020 TR dated 04.06.2021 on identical facts and issue in the case of same respondent, and the order passed by National Consumer Dispute Redressal Commission (supra) in the case of respondent itself for the same project and admission of the respondent on 08.07.2025 that he is ready to refund the paid amount along with interest as per provisions under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the respondent is directed that:

7.1 The respondent M/s Manohar Infrastructure and Constructions Pvt Ltd will refund the sum of Rs.27,75,000/- along with interest at the rate of 10.80% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 with respective date of payment till the date of refund within ninety days as stipulated in Rule 17 of the Rules of 2017. Cancellation letter issued on 30.01.2023 is treated as inconsequential as the respondent has not issued any refund so far.

8. It may be noteworthy that in case compliance report is not submitted by respondent after the expiry of above stated period and further any failure to comply with or contravention of any order, or direction of Authority may attract penalty under Section 63 of this Act of 2016.
9. The complainant is also directed to submit report to this Authority that they have received the amount of interest as directed in this order.
10. File be consigned to the record room after due compliance.

  
30/3/26

(Binod Kumar Singh)  
Member, RERA, Punjab

RERA, Punjab