

RERA/GCNo0419 of 2022

1. Rikhi Ram
2. Sneh Lata

Vs

WWICS Estates Private Limited Through Its Directors/ Agents/
Representatives and Others

12.02.2026

Present: Sh. Sanjeev Patiyal, Advocate for the complainant
None for the respondent no. 1-6
Respondent no. 7 (Exparte)

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.0419 of 2022

Date of Institution: 13.08.2022

Dated of Decision: ~~26~~.02.2026

1. Sh Rikhi Ram and
2. Ms Sneh Lata

Both S/o Mahant Ram, Paplog (Karari), P.O. Sadhot, Tehsil Sarkaghat
Distt. Mandi, Himachal Pradesh -175024

....Complainant

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.
7. Pankaj Soni S/o Sh Subhash Chand Representative WWICS Estates Pvt Ltd

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

....Respondents

- Present:
1. Sh. Sanjeev Patiyal, Advocate for the complainants,
 2. Sh. Raman Walia, Advocate for the respondents no. 1 to 6.
 3. None for respondent no.7

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 13.08.2022 by the complainant in his individual capacity against the respondents seeking following relief:

1.1 The complainants pray for a refund to the amount of Rs.13,45,880/- as prayed for to be refunded with interest @ 18% p.a. from the date of deposit till realization.

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 No. PBRERA-RPR70-PR0442 (Dream Meadows-I) and PBRERA-SAS80-PR0516 (Dream Meadows-II). Sh Pankaj Soni, Respondent no. 7 who is property dealer of the said respondent company fraudulently or dishonestly induced the complainant to apply for the allotment of the residential plot. The company issued a prospectus for residential plots, pursuant to which the complainant applied and was allotted Plot No.214, in project 'Imperial County' through an Allotment cum Agreement dated 05.12.2015. The total cost of the plot no.214 was Rs.12,67,500/- and total amount Rs.13,45,880/- has been paid by the complainant. Copy of payment detail is appended with complaint (Annexure C-4). 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. On 25.01.2019 the Company

executed the Conveyance Deed vide serial no. 2018-19/15/1/6908 (annexure C-5) of the said Plot. 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 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. The respondent stated that the complainant has allotted a residential plot No. P-214 in Imperial County, Siswan Road, Kurali, Punjab by executing an Allotment cum Agreement dated 05.12.2015 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. Thereafter, the possession of the plot no. P-214 has been handed over to the complainant and sale deed has already been got executed in favour of the complainant vide sale deed dated 25.01.2019 annexed as C-5.

3.2 The Respondent no.1/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.

3.3 The plot booked by the Complainant 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.

3.4 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.

3.5 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.

3.6 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.

3.7 The Complainant had executed an Allotment cum Agreement dated 05.12.2015 and had agreed to abide by its terms. It is admitted fact mentioned in the sale deed that the complainant has taken the physical possession of his booked plot, thus respondent no. 1 is nowhere deficient in service after executed sale deed in favour of the complainant. 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.

3.8 It is further stated that the opposite party company has already performed its part of the contract by getting the sale deed registered in favour of the complainant whereby it has specifically been mentioned that the complainant has taken the physical possession of his booked plot, thus the present complaint is liable to be dismissed as such.

4. 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.

5. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint. The complainant enclosed application addressed to Water development cum Mining and Geology Division, SAS Nagar, Punjab and their reply stated therein that the complainant plot area falls in the notified area of Siswan Canal and there is prohibition for raising any kind of construction in the notified area.

6. 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. Sanjeev Patiyal, Advocate along with Sh. Rikhi Ram & other, the complainant
None for the respondent no. 1-6
Respondent no. 7 (Exparte)

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.

7. During the arguments, Sh. Sanjeev Patiyal, Ld. Counsel for the complainant argued the complainant entered into a valid allotment-cum-agreement on 05.12.2015 for Plot No. P-214 in the residential project

"Imperial County" at Kurali, Punjab. Pursuant to the prospectus issued by the respondent company, the complainant applied for the plot and allotted plot no. P-214. 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. The possession of the plot no. P-214 has been handed over to the complainant and sale deed has already been got executed in favour of the complainant vide sale deed dated 25.01.2019.

8 Further, the complainant 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 complainant 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.

9 The complainant relies on Section 18 of the RERA Act, which entitles an allottee to withdraw from the project and claim a refund with interest only if the promoter fails to complete or deliver possession within the agreed timeline. In 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 complainant 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.

10. 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 possession of the plot no. P-24 has been handed over to the complainant and sale deed has already been got executed in favour of the complainant vide sale deed dated 25.01.2019. They assert that physical possession of the plot has been duly offered to the complainant, 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.

11. 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 annex copies of the regularization certificates, layout and development plans, and other supporting documents to substantiate their claims. They state that all development charges and regularization fees have been paid in full.

12. 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.

13. The sale deed for the plot was duly executed and registered with the Sub-registrar, Kharar, on 25.01.2019. The relevant portion of the sale deed explicitly states that the possession of the property was handed over to the complainant on the same day of registry. Further, the sale deed affirms that the complainant is entitled to use the property in any manner deemed fit. This unequivocally established that possession was delivered to the complainant in January, 2019.

14. Respondent no. 1 to 6 argued 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.

15. The allottee has applied for plot and allotted plot no. P-24 in Dreams Meadows-1. Then entered into "Agreement to sale" on 05.12.2015. Registry of the plot has been executed on 25.01.2019 and possession of the plot has also been handed over to the complainant on 25.01.2019. The complaint has been filed on 13.08.2022 by the complainant i.e. after 30 months of the possession. Once a property is registered with conveyance deed, the allottee cannot ask for refund of the amount deposited by the

allottee. The possession and conveyance deed has been done by the allottee after carefully verifying all the facts. Cancellation of the conveyance deed is dealt by the functional civil court and this cannot be de-registered on the orders of RERA, Punjab. There are prescribed Civil Court jurisdiction and appropriate procedure under the Civil Procedure Code, 1908 for such cases.

16. The Respondent company has allotted Plot No. P-214, in project 'Dream Meadows-I' through an Allotment cum Agreement dated 05.12.2015. Total amount Rs.13,45,880/- has been paid by the complainant. 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, hence due date of possession was 04.05.2017. On 25.01.2019 the Company executed the Conveyance Deed (Annexure C-5) of the said Plot and given possession on the same date i.e. 25.01.2019. It is not the case of the complainant that sale deed was executed by the respondent under coercion, threat or undue pressure.

17. After a thorough and detailed consideration of the submissions, documents, and evidence on record, this Authority finds that the respondent promoter has demonstrably failed to perform its contractual and statutory duties under the allotment-cum-agreement dated 05.12.2015 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 failed to deliver the physical possession of the allotted plot within the stipulated period of twelve months, extendable by six months, as mandated under the agreement. This inordinate delay and non-compliance constitute a material breach of contract and a clear violation of the promoter's obligations under Sections 18 of the RERA Act.

18. 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 interest on deposit from due date of possession till date of possession which coincided with the date of execution of Conveyance Deed in the instant case. The complainant is thus entitled to interest calculated at the rate specified by the Authority or prescribed under the Act.

19. As a result of the above discussion, this complaint is accordingly partly accepted. The undersigned is of the considered view that complainants are entitled for the receipt of interest from the respondent for the period of delay in handing over possession. Therefore, as per provisions of Section 18 the complainant is entitled to claim. 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.

20. In view of the above, the complaint is partly allowed. The complainant is entitled to interest on the deposited amount of Rs.12,67,500/- @ 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 7 are held to be

jointly & severally liable for payment declared under this order. The period for payment of interest will be considered from the due date of possession i.e. 04.05.2017 to actual date of possession and execution of Conveyance Deed i.e. 25.01.2019.

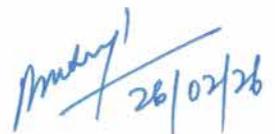
21. The respondents are directed to make the payment within 90 days from the date of receipt of this order as per Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rules 17 of the Punjab Real Estate (Regulation & Development) Rules, 2017. The said amount is to be collected 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.

22. 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.

23. 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.

24. The issue of cost of litigation has not been pressed during the course of arguments, so it is not being adjudicated upon.

25. File be consigned to the record room after due compliance.

 26/02/26

(Binod Kumar Singh)
Member, RERA, Punjab