



## Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018  
Phone No. 0172-5139800, email id: [pschairrera@punjab.gov.in](mailto:pschairrera@punjab.gov.in) & [pachairrera@punjab.gov.in](mailto:pachairrera@punjab.gov.in)

**Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.**

- |                                                               |    |                                                                               |
|---------------------------------------------------------------|----|-------------------------------------------------------------------------------|
| 1. <b>Complaint No.</b>                                       | :- | GC No. 0175/2023UR                                                            |
| 2. <b>Name &amp; Address of the complainant (s)/ Allottee</b> | :- | Sh. Jaswinder Singh, #1266, Sector 8C, Chandigarh - 160009                    |
| 3. <b>Name &amp; Address of the respondent (s)/ Promoter</b>  | :- | Jalandhar Improvement Trust, GT Road, MBD Market, Jalandhar, Punjab – 144001. |
| 4. <b>Date of filing of complaint</b>                         | :- | 22.05.2023                                                                    |
| 5. <b>Name of the Project</b>                                 | :- | Surya Enclave Extension                                                       |
| 6. <b>RERA Registration No.</b>                               | :- | Un-registered                                                                 |
| 7. <b>Name of Counsel for the complainant, if any.</b>        | :- | Sh. Navdeep Singh Dhillon, Advocate for the complainant.                      |
| 8. <b>Name of Counsel for the respondent, if any.</b>         | :- | Ms. Kavita Arora, Advocate for the respondent.                                |
| 9. <b>Section and Rules under which order is passed</b>       | :- | Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.  |
| 10. <b>Date of Order</b>                                      | :- | 13.03.2026                                                                    |

**Order u/s. 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016 r/w Rules 16, 24 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017**

The present complaint dated 22.05.2023 has been filed u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RERD Act, 2016') read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules') **seeking refund alongwith interest from the date of payment made by the complainant 11.08.2014 till its realization** before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority') relating to an unregistered project namely 'Surya Enclave Extension' promoted by Jalandhar Improvement Trust, Jalandhar .

2. The brief gist of the complaint, as alleged by the complainant, is that the Jalandhar Improvement Trust floated a development scheme namely 'Surya Enclave Extension' over an area measuring about 94.97 acres for allotment of residential plots. The booking of plots under the said scheme commenced on 08.08.2011. The complainant applied for allotment of a residential plot measuring 200 square yards in the said scheme. It has been averred that the draw of lots for allotment of plots was conducted on 04.11.2011



and the complainant was declared successful and allotted Plot No. 358-D measuring 200 square yards. Thereafter, an allotment letter dated 13.02.2012 was issued in favour of the complainant. As per the payment schedule contained in the allotment letter, the complainant deposited the instalments of the sale consideration with the respondent Trust from time to time. It is submitted that the complainant paid all the instalments as per schedule and the respondent Trust issued receipts acknowledging the payments made by the complainant, including receipts dated 13.08.2012, 13.02.2013, 12.08.2013, 17.02.2014 and 11.08.2014 for the respective amounts deposited by him. For ready reference, the payments made by the complainant is as under:-

Sr. No.	Date of payment	Amount
1	13.08.2012	7,01,250.00
2	13.02.2013	6,73,200.00
3	12.08.2013	6,45,150.00
4	17.02.2014	6,17,100.00
5	11.08.2014	5,89,050.00
		<b>32,25,750.00</b>

2.1. The complainant has pleaded that in terms of Clause 7 of the allotment letter dated 13.02.2012 the respondent Trust had assured that the development works of the scheme would be completed within a period of two and a half years from the date of allotment and thereafter possession of the plot would be handed over to the allottee (i.e. 12.06.2014) after completion of payments and execution of necessary agreement. It is further the case of the complainant that despite payment of the entire amount and repeated visits to the office of the respondent Trust requesting delivery of possession, the respondent failed to hand over possession of the allotted plot and kept delaying the matter on one pretext or another. It is alleged that even after the lapse of more than three years from the date when the complainant had paid the entire sale consideration, the development work at the project site had not been completed and possession was not delivered. According to the complainant, the respondent Trust acted negligently by collecting money from the allottees



despite not being in a position to complete development of the project within the stipulated time. On these grounds, the complainant has invoked the provisions of Section 18 of the Real Estate (Regulation and Development) Act, 2016 and has prayed for refund of the entire amount deposited by him along with interest at the rate of 24% per annum from the date of last payment i.e. 11.08.2014 till the realization of the amount. For ready reference, relief claimed by the complainant is as under:-

*“That as per section 18 of the RERA Act the allottee can demand return of amount paid to the Bulider. The applicant is seeking the return of the entire amount paid by the applicant with an interest of 24% p.a. since the date of the payment made by the applicant i.e. 11.08.2014 till the date of payment as the improvement trust Jalandhar has failed to give possession of the plot within the stipulated period of time.”*

3. In response to the notice, the respondent Improvement Trust has filed a detailed written statement contesting the complaint and raising preliminary objections regarding maintainability. It is submitted by the respondent that the present complaint is not maintainable as the complainant has suppressed material facts from the Authority. It is pointed out that the complainant had earlier filed Complaint No. 0028 of 2021 before the Adjudicating Officer of this Authority which was dismissed vide order dated 09.03.2022 on the ground that the project Surya Enclave Extension was an unregistered project and therefore the complaint was not maintainable at that stage, though liberty was granted to the complainant to file a fresh complaint after registration of the project. The respondent has contended that the project is still not registered under the Act and therefore the present complaint is liable to be dismissed.

3.1 The respondent has further contended that the complaint is barred by delay and laches since the allotment was made in the year 2011 and the allotment letter was issued in February 2012, whereas the possession of the



plot was offered to the complainant vide letter dated 17.02.2016. According to the respondent, once possession had been offered in the year 2016, the complainant cannot claim refund of the amount at such a belated stage.

3.2 It is further pleaded that the complainant along with other allottees had earlier filed Civil Writ Petition No. 3871 of 2016 before the Hon'ble High Court seeking similar relief of refund of the deposited amount. The Hon'ble High Court disposed off the said writ petition on 26.02.2016 with directions to the Trust to consider the representation of the petitioners and pass an appropriate decision.

3.3 The respondent has stated that in compliance with the said order, letters were issued to the complainant in the year 2016 and thereafter again in 2018 requesting him to obtain demarcation and possession of the allotted plot, but the complainant failed to appear before the Trust. Thereafter, a speaking order dated 28.03.2018 was passed by the Trust rejecting the claim of the complainant.

3.4 It is further the stand of the respondent that the provisions of The Punjab Apartment and Property Regulation Act, 1995 (PAPRA) do not apply to the Improvement Trust as it is a statutory local authority and is exempted under Section 44 of the said Act. The respondent has also asserted that the development work in the scheme has already been completed and various basic amenities including roads, sewerage, water supply, street lights and parks have been provided at the site. According to the respondent, several allottees have already constructed houses and are residing in the area. It is further contended that the complainant has deliberately avoided taking possession in order to escape liability of non-construction charges which are payable if construction is not raised within the stipulated time. The respondent has also contended that under the relevant allotment rules there is no provision for



refund of the price of the plot once the allotment has been made and possession offered. On these grounds, the respondent has prayed for dismissal of the complaint.

4. From the pleadings and documents placed on record, certain facts emerge which are not in dispute between the parties. It is not disputed that the respondent Improvement Trust launched the Surya Enclave Extension scheme for allotment of residential plots and that the complainant applied for a plot measuring 200 square yards under the said scheme. It is also admitted that the complainant was declared successful in the draw of lots held on 04.11.2011 and Plot No. 358-D was allotted to him. The issuance of the allotment letter dated 13.02.2012 and the payments made by the complainant towards the sale consideration between the years 2012 and 2014 are also not disputed. It is further not disputed that the complainant had earlier approached the Hon'ble High Court in a writ petition along with other allottees and that the High Court directed the Trust to consider their representation. It is also not disputed that the respondent Trust claims to have issued letters in the year 2016 and thereafter requesting the complainant to take possession and demarcation of the plot. Thus, the controversy essentially revolves around whether possession was validly offered and whether the complainant is entitled to seek refund with interest under the provisions of the Real Estate (Regulation and Development) Act, 2016.

5. That during the arguments, Ld. Counsel for the complainant submitted that the respondent Jalandhar Improvement Trust had launched a residential scheme namely "Surya Enclave Extension" for allotment of residential plots and the complainant had applied for allotment of a plot measuring 200 square yards under the said scheme. It was argued that the complainant was declared successful in the draw of lots conducted on



04.11.2011 and Plot No. 358-D was allotted to him vide allotment letter dated 13.02.2012.

5.1 It was further argued that the complainant deposited the entire sale consideration amounting to ₹32,25,750/- with the respondent Trust between the years 2012 and 2014 in accordance with the payment schedule contained in the allotment letter. Despite payment of the entire amount, the respondent Trust failed to hand over possession of the plot within the stipulated period as mentioned in the allotment letter. It was contended that the respondent acted negligently by collecting the amount from the complainant without completing the development works and without delivering possession of the plot. On these grounds, the complainant has sought refund of the entire deposited amount along with interest under Section 18 of the Real Estate (Regulation and Development) Act, 2016.

6. Per contra, Ld. Counsel for the respondent Improvement Trust submitted that the present complaint is not maintainable. It was argued that the project "Surya Enclave Extension" has not been registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 and therefore the present complaint cannot be entertained under the Act.

6.1 It was further submitted that the complainant had earlier approached the Hon'ble High Court by filing Civil Writ Petition No. 3871 of 2016 along with other allottees seeking similar relief of refund and the said petition was disposed of with directions to the Trust to consider the representation of the petitioners. In compliance with the said directions, the respondent Trust considered the matter and passed a speaking order dated 28.03.2018 rejecting the claim of the complainant.

6.2 It was also argued that possession of the plot had already been offered to the complainant vide letter dated 17.02.2016 and subsequent



communications were also issued requesting the complainant to obtain demarcation and possession of the plot. However, the complainant failed to come forward to take possession and instead filed the present complaint after an inordinate delay. On these grounds, the respondent has prayed for dismissal of the complaint.

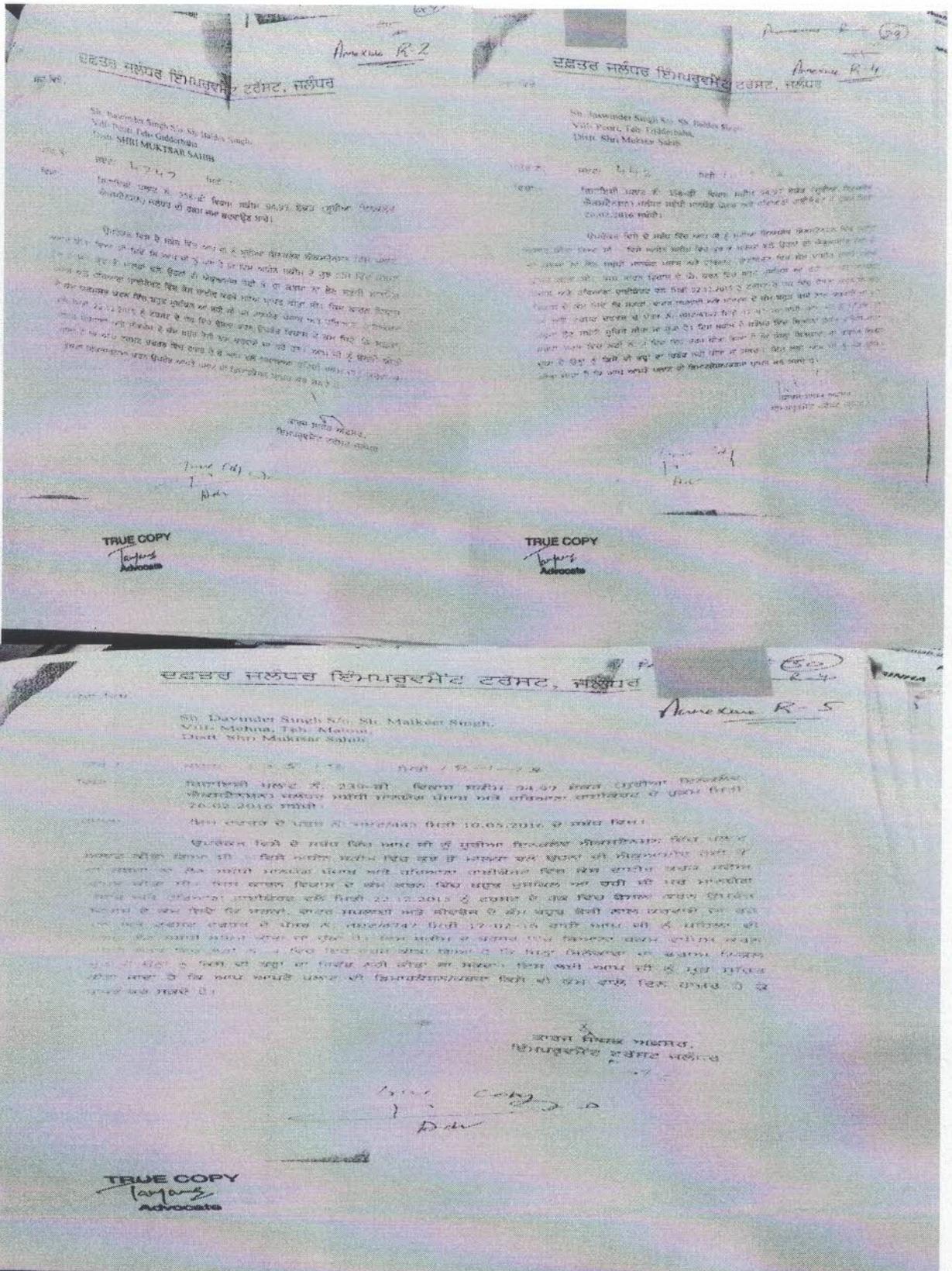
7. This Bench of Authority has considered the pleadings of the parties, the documents placed on record and the submissions made by the learned counsel for both the sides.

7.1 At the outset, it is necessary to observe that certain material facts, which were essential for the proper adjudication of the matter, have not been disclosed by the complainant in the present complaint. From the record placed before this Authority, it transpires that the complainant along with two other persons namely Malkeet Singh and Davinder Singh had earlier filed Civil Writ Petition No. 3871 of 2016 titled *Malkeet Singh and others Vs. Jalandhar Improvement Trust, Jalandhar and others* before the Hon'ble High Court of Punjab & Haryana at Chandigarh seeking the same relief of refund of the amount deposited by them along with interest. The said writ petition came up for hearing before the Hon'ble Chief Justice of the Hon'ble High Court and the Hon'ble Court vide order dated 26.02.2016 disposed off the said petition with a direction to the respondent Trust to consider the representation of the petitioners as contained in their letter dated 20.11.2015, after giving them an opportunity of hearing and to take an appropriate decision within the stipulated time.

7.2 Pursuant to the directions issued by the Hon'ble High Court, the respondent Trust initiated proceedings for consideration of the representation submitted by the complainant and other petitioners. The record reveals that the respondent Trust had already offered possession of the plot to the complainant



vide letter bearing No. JIT/4747 dated 17.02.2016. Thereafter also, the Trust issued further communications to the complainant, including letter bearing No. JIT/442 dated 10.05.2016 requesting the complainant to obtain demarcation and possession of the plot allotted to him. Subsequently, another letter bearing No. JIT/10512 dated 18.01.2018 was also issued to the complainant requesting him to come forward and take possession and demarcation of the plot. For ready reference, letters issued on 17.02.2016; 10.05.2016 and 18.01.2018 are attached hereunder:-



7.4 Despite the aforesaid opportunities granted by the Trust through registered post, the complainant failed to appear before the respondent authority. Consequently, after considering the representation dated 20.11.2015 submitted by the complainant before the Hon'ble High Court and after examining the relevant record, the Chairman, Jalandhar Improvement Trust passed a speaking order bearing No. JIT/11465 dated 28.03.2018. From a perusal of the said speaking order, it is evident that the claim of the complainant was duly considered on merits and the same was rejected by the Competent Authority. For ready reference, relevant extract of the speaking order 28.03.2018 is attached hereunder:-

*“WHEREAS from the perusal of the terms and conditions regarding refund of the earnest money and also the fact that the possession of the plots have already been offered to the petitioners and it is the petitioners who have failed to take the possession from the Trust, the petitioners are not entitled to the refund of the amount deposited by them.*

*WHEREAS fresh letters of possession/reminders be issued to the petitioners requesting them to obtain the possession of the plots from the Trust in accordance with law.*

*WHEREAS the present Speaking Order has been passed in compliance to the order dated 26.02.2016 passed the Hon'ble High Court of Punjab & Haryana in CWP No. 3871 of 2016.”*

7.5 It is significant to note that the complainant, while filing the present complaint before this Authority, has not disclosed the aforesaid material facts relating to the filing of Civil Writ Petition No. 3871 of 2016 before the Hon'ble High Court, the offer of possession made by the respondent Trust in the year 2016 and the passing of the speaking order dated 28.03.2018 by the Chairman, Jalandhar Improvement Trust whereby the claim of the complainant was adjudicated upon on merits. These facts were relevant and material for proper adjudication of the present complaint and were required to be specifically disclosed by the complainant in the complaint filed before this Authority.

7.6 The non-disclosure of the aforesaid facts clearly amounts to **concealment of material facts** on the part of the complainant. It is a settled



principle of law that a litigant approaching a judicial or quasi-judicial forum must come with clean hands and disclose all relevant facts necessary for the adjudication of the dispute. The concealment of such important facts materially affects the maintainability and credibility of the complaint.

7.7 It is further observed that the aforesaid speaking order dated 28.03.2018 was passed by the Chairman, Jalandhar Improvement Trust after examining the matter on merits. In the event the complainant was aggrieved by the said order, the appropriate statutory remedy available was to seek recourse of Appeal to the appropriate Authority. Similar remedy is also available under Section 72-E of the Punjab Town Improvement Act, 1922 before the State Government through the Chief Secretary, Local Government Department, Punjab, which is vested with supervisory powers over the proceedings of Improvement Trusts to ensure that the same are in conformity with law and applicable rules. Section 72-E further empowers the State Government to annul or modify any proceeding of a Trust if it is found to be inconsistent with law or the applicable rules. For ready reference, relevant Section 72-E of the Punjab Town Improvement Act, 1922 is reproduced hereunder:-

**“72-E. Power of State Government and its officers over trusts. –**

(1) *The State Government and Deputy Commissioners acting under the orders of the State Government, shall be bound to require that the proceedings of trusts shall be in conformity with law and with the rules in force under any enactment for the time being applicable to Punjab generally or the areas over which the trusts have authority.*

(2) *The State Government may exercise all powers necessary for the performance of this duty and may among other things, by order in writing, annul or modify any proceeding which it may consider not to be in conformity with law or with such rules as aforesaid, or for the reasons, which would in its opinion justify an order by the Deputy Commissioner under section 72-B.*

(3) *The Deputy Commissioner may, within his jurisdiction for the same purpose, exercise such powers as*



*may be conferred upon him by rules made in this behalf by the State Government.”*

7.8 However, instead of availing the aforesaid statutory remedy provided under the scheme of the Punjab Town Improvement Act, 1922, the complainant has chosen to file the present complaint before this Authority seeking reconsideration of the same issue on merits. Such a course is not legally sustainable, as this Authority does not possess appellate or revisional jurisdiction over orders passed by the Chairman, Jalandhar Improvement Trust under the Punjab Town Improvement Act, 1922. Consequently, the present complaint, insofar as it seeks to challenge or reopen the aforesaid order dated 28.03.2018, is not maintainable before this Authority.

7.9 Moreover, the possession of the plot had already been offered to the complainant vide letter dated 17.02.2016 and thereafter repeated opportunities were given to the complainant by the respondent Trust to take possession and demarcation of the plot. However, the complainant did not come forward to take the same and instead has approached this Authority after a considerable lapse of almost 8 years of the filing of present complaint and is seeking refund of the deposited amount.

7.10 It is also noteworthy that after the passing of the aforesaid speaking order dated 28.03.2018, the complainant remained completely silent and did not take any legal recourse for a considerable period of time. The present complaint has been filed only in the year 2023, after a lapse of about five years from the date of the said order. The complainant has not filed any explanation or condonation of delay for allowing the complaint u/s. 31 of the RERD Act, 2016 after availing other remedies and opportunities 5 (five) years ago. Such prolonged inaction on the part of the complainant, without any plausible explanation, raises serious doubts regarding the *bona fides* of the present proceedings and further indicates that the complainant is attempting to



reopen an issue which had already been adjudicated upon by the Competent Authority.

8. Accordingly, in view of the foregoing observations and findings, particularly the concealment of material facts by the complainant regarding the earlier proceedings before the Hon'ble High Court, the offer of possession made by the respondent Trust in the year 2016, and the speaking order dated 28.03.2018 passed by the Chairman, Jalandhar Improvement Trust on merits, coupled with the failure of the complainant to avail the statutory remedy including available under Section 72-E of the Punjab Town Improvement Act, 1922 and the unexplained silence of the complainant for a period of about five years from the date of the said speaking order 28.03.2018 till the filing of the present complaint in the year 2023, this Authority is of the view that the present complaint is not maintainable in the eyes of law. Consequently, the complaint filed by the complainant is hereby **dismissed as not maintainable**.

9. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh  
Dated: 13.03.2026



  
(Rakesh Kumar Goyal),  
Chairman,  
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/449-454

Dated:- 13 .03.2026

A copy of the above order may be sent by the Registry of this Authority to the followings:-

1. Sh. Jaswinder Singh, #1266, Sector 8C, Chandigarh - 160009
2. Jalandhar Improvement Trust, GT Road, MBD Market, Jalandhar, Punjab - 144001.
3. The Secretary, RERA, Punjab
4. Director (Legal), RERA, Punjab
- ✓ 5. The Complaint File.
6. The Master File.

  
(Sawan Kumar),  
P.A. to Chairman,  
RERA, Punjab.