



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 & pachairrera@punjab.gov.in

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

1. Complaint No.	GC No. 0058/2024
2. Name & Address of the complainant (s)/ Allottee	Sh. Ravinder Kumar Jarot Khas, Tehsil-Nagrota Surian, Kangra, Himachal Pradesh - 176027
3. Name & Address of the respondent (s)/ Promoter	1. M/s ATS Estates Pvt. Ltd., 2. M/s. ATS Infrastructure Pvt. Ltd. 3. M/s. Dynamic Colonisers Pvt. Ltd. 711/92, Deepali Nehru Palace, New Delhi – 110019.
4. Date of filing of complaint	08.02.2024
5. Name of the Project	ATS Golf Meadows Lifestyle
6. RERA Registration No.	PBRERA-SAS79-PR0007
7. Name of Counsel for the complainant, if any.	Sh. Sanjeev Gupta, Advocate for the complainant
8. Name of Counsel for the respondents, if any.	Sh. Hardeep Saini, Counsel for respondents
9. Section and Rules under which order is passed	Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.
10. Date of Order	12.02.2026

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 complainant filed the present complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 seeking **refund of the amount deposited along with interest** on account of failure of the respondents to deliver possession of the allotted apartment within the stipulated time.

2. The brief gist of the complaint, as alleged by the complainant is that in March, 2016 he booked a residential apartment in the project namely ATS Golf Meadows Lifestyle being developed by the respondents at Derabassi, District Mohali. It was pleaded that prior to booking, the respondents assured that all approvals and sanctions were in place and that possession would be



delivered within the committed period. The complainant paid a sum of ₹3,50,000/- on 29.02.2016 and ₹1,92,477/- on 28.03.2016 towards booking. Thereafter, an apartment bearing No. 09074 on 7th Floor of Tower No. 9, admeasuring about 1350 sq. ft. super area with one car parking was provisionally allotted vide letter dated 12.04.2016 and a Buyer Agreement dated 12.04.2016 was executed between the parties. The total sale consideration was fixed at ₹35,45,000/-. As per Clause 14 of the Buyer Agreement, possession was to be delivered within 42 months with a grace period of 6 months from the date of start of construction of the concerned tower.

2.1 The complainant further pleaded that after booking, he paid ₹3,64,000/- on 29.04.2016 and ₹11,41,735/- on 30.04.2016 by availing housing loan, thereby paying a total amount of ₹20,48,212/- by April 2016. It was pleaded that there has never been any default on his part in making payments. The respondents informed the allottees that construction of Tower No. 9 commenced in February 2017 and therefore the committed date of possession worked out to 15.02.2021. Despite expiry of the committed date, the respondents have failed to complete the structure of Tower No. 9 and have not offered possession till date. Due to prolonged delay, the complainant expressed his unwillingness to take possession and sought refund of the deposited amount along with interest. ***It was further pleaded that the housing loan availed from HDFC Bank has already been repaid and NOC has been obtained.***

3. After service of the notice, the respondents filed their written reply raising several Preliminary Objections. It was contended that no cause of action has arisen in favour of the complainant as the project was registered with Punjab RERA on 01.09.2017 and as per the declaration submitted under Section 4(2)(I)(C) of the Act, the completion period of the project was declared as nine years from the date of registration, i.e. up to 01.09.2026. It was argued that the complainant is not entitled to seek possession or refund prior to expiry of the said period. It was further contended that the Authority lacks jurisdiction to entertain the complaint and that the dispute is contractual in nature, governed



by the Buyer Agreement. The respondents relied upon the arbitration clause and exclusive jurisdiction clause contained in the Buyer Agreement and asserted that the complainant ought to have invoked arbitration. It was also pleaded that the provisions of RERA, particularly with respect to interest, cannot be applied retrospectively to agreements executed prior to enforcement of the Act. The respondents further submitted that the delay occurred due to factors beyond their control including defaults by other allottees and force majeure conditions such as COVID-19. On merits, the respondents denied liability to refund and prayed for dismissal of the complaint.

3.1 In this regard, as regards the various preliminary objections raised by the respondent regarding maintainability of the complaint, lack of cause of action, jurisdiction of this Authority, applicability of the RERA timeline declared under Section 4(2)(I)(C), existence of arbitration clause and exclusive jurisdiction clause, and non-retrospective application of the provisions of the Act. In this regard, it is held that all the aforesaid preliminary objections raised by the respondents have already been examined and conclusively dealt with by this Bench of the Authority in **GC No. 03312023 titled as Brig. Rakesh Katoch & Anr. Vs. ATS Estates Pvt. Ltd. & Anr.** Following the settled position taken therein, this Authority finds no merit in the preliminary objections raised in the present complaint. Accordingly, all the preliminary objections raised by the respondents are hereby rejected.

4. From the pleadings of the parties, it is not in dispute that the complainant booked the apartment bearing No. 09074 on 7th floor of Tower No. 9 of the project, that a Buyer Agreement dated 12.04.2016 was executed, that the complainant paid a total sum of ₹20,48,212/- and that construction of Tower No. 9 commenced in February 2017. It is also undisputed that possession has not been offered to the complainant till date and that the structure of Tower No. 9 has not been completed. The execution of the Buyer Agreement, the possession clause therein and the RERA registration of the project on



01.09.2017 are also not disputed. For ready reference, payments details are as under:-

Annex C-3
29

ATS ESTATES PRIVATE LIMITED VILLAGE MADHOPIJ CHANDIGARH AMBALA HIGHWAY PUNJAB, INDIA Subsidiary Ledger From: 01/04/2011 To: 08/09/2022							Run Date:	08/09/2022
							Time:	13:12:22
							Page:	1 of 1
Date	Particulars	Doc Type	Doc No	Business Unit	Debit	Credit	Balance	
ADVANCE FROM CUSTOMERS (LS2AP/00098/15-16)								
RAVINDER KUMAR-E-LS200095 (LS2AP/00098/15-16)								
15-03-2016	By as per details	Journal	LS2ST/00	ATS LIFE STYLE-B 509/15-17	12260.00		12,260.00 D	
	Service Tax Payable (Realestate)			11,821.00 C				
	Swachh Bharat Cess Payable (Realestate)			439.00 C				
21-03-2016	SERVICE TAX AUTO POSTING OF RAVINDER KUMAR FOR REG NO LS2RG/00095 (LS2ST/00509/16-17)	Journal	LS2MR/0	ATS LIFE STYLE-B 0196/15-16		350000.00	337,740.00 C	
05-04-2016	[LS2MR/00196/15-16] Cheq. No. 17009 Cheq. Dt. 29-02-2016	Journal	LS2ST/00	ATS LIFE STYLE-B 734/15-17	6734.00		331,006.00 C	
15-04-2016	SERVICE TAX AUTO POSTING OF RAVINDER KUMAR FOR REG NO LS2RG/00095 (LS2ST/00734/16-17)	Journal	LS2MR/0	ATS LIFE STYLE-B 0218/16-17		192477.00	523,483.00 C	
22-04-2016	[LS2MR/00218/16-17] Cheq. No. 343368 Cheq. Dt. 28-03-2016	Journal	LS2ST/00	ATS LIFE STYLE-B 345/16-17	47595.00		475,888.00 C	
23-04-2016	By as per details	Journal	LS2ST/00	ATS LIFE STYLE-B 352/16-17	15174.00		460,714.00 C	
	Service Tax Payable (Realestate)			43,954.00 C				
	Swachh Bharat Cess Payable (Realestate)			1,641.00 C				
02-05-2016	SERVICE TAX AUTO POSTING OF RAVINDER KUMAR FOR REG NO LS2RG/00095 (LS2ST/00345/16-17)	Journal	LS2MR/0	ATS LIFE STYLE-B 0275/16-17		1121235.00	1,602,449.00 C	
03-05-2016	[LS2MR/00275/16-17] Cheq. No. 488733 Cheq. Dt. 30-04-2016	Journal	LS2MR/0	ATS LIFE STYLE-B 0282/16-17		354000.00	1,966,449.00 C	
	[LS2MR/00282/16-17] Cheq. No. RTGS Cheq. Dt. 29-04-2016							
	Periodic Ledger Total:				81,763.00	2,048,212.00		
	RAVINDER KUMAR-E-LS200095					1,966,449.00		
	Closing Balance:					1,966,449.00		
	ADVANCE FROM CUSTOMERS				81,763.00	2,048,212.00		
	Periodic Total:				81,763.00	2,048,212.00		
	Closing Balance:					1,966,449.00		
	Periodic Grand Total:				81,763.00	2,048,212.00		
	Closing Balance:					1,966,449.00		

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5. The learned counsel for the complainant argued that the respondents have failed to deliver possession within the time stipulated in the "Buyer Agreement" dated 12.04.2016 and that the complainant cannot be compelled to wait indefinitely. It was submitted that Section 18 of the Act confers a statutory right upon the allottee to seek refund with interest in case of failure



of the promoter to hand over possession as per the agreement for sale. Even after lapse of a substantial period, the respondents have failed to complete the structure of Tower No. 9 or offer possession. The delay is admitted by the respondent. The complainant has expressed his intention to withdraw from the project. Section 18(1)(a) of the Act clearly provides that if the promoter fails to complete or is unable to give possession of an apartment in accordance with the terms of the agreement for sale, the allottee shall be entitled to withdraw from the project and claim refund of the amount paid along with interest.

5.1 Ld. Counsel for the complainants argued that failure to hand over possession by the agreed date and non-obtaining of OC/CC constitutes a continuing violation of the Act, entitling them to refund with interest under Section 18. Reliance was placed upon the judgment of the Hon'ble Supreme Court in **M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and others in Civil Appeal Nos. 6745-6749 of 2021.**

5.2. The benefit of COVID-19 pandemic period cannot be given to the respondent as it is a case of refund and not to define or provide the period for possession. The extension was only in a case to give some relaxation in time period, if possession is being handed over or ordered. None of the relaxation given by any authority, cannot or govt. has waived off the payment of any interest payable by any party. The extension was only in submission of reports, compliances, statutory limits etc. but certainly not to waive off interest, rent, lease money, charges for delay involving financial matter. Hence, no waiver of interest can be allowed for the period of COVID-19 pandemic.

5.3 The contention of Respondent that the timeline declared in Form 'B' overrides the possession date stipulated in the Agreement for Sale is untenable. Section 18 of the Act clearly provides that if the promoter fails to deliver possession in accordance with the terms of the Agreement for Sale, the allottee has a statutory right to seek refund with interest. The Hon'ble Supreme Court 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 authoritatively held that delay beyond the agreed possession date confers an indefeasible right upon the allottee to seek refund. Further, Hon'ble Supreme Court of India, in Para 77, of its judgment in **M/s. Newtech Promoters and Developers Pvt. Ltd. (supra)** 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 promotor 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..."

5.4 As regards contention of the Respondent that complainants did not make full payment, Hon'ble Supreme Court in his judgment in **M/s. Newtech Developers Pvt. Ltd. (supra)** in Para 80 has held as follows:-

"80. The further submission made by learned counsel for the appellants that if the allottee has defaulted the terms of the agreement and still refund is claimed which can be possible, to be determined by the adjudicating officer. The submission appears to be attractive but is not supported with legislative intent for the reason that if the allottee has made a default either in making instalments or made any breach of the agreement, the promoter has a right to cancel the allotment in terms of Section 11(5) of the Act and proviso to sub-section 5 of Section 11 enables the allottee to approach the regulatory authority to question the termination or cancellation of the agreement by the promotor and thus, the interest of the promoter is equally safeguarded."

5.5 The respondent had the option to initiate the process for cancellation of the allotment, in case a default, by the complainants. However, the same was not done and promoter itself failed to offer possession, within the agreed upon/extended period, in terms of Agreement for Sale. Hence, he is liable for refund of the entire amount paid by the complainant, alongwith



6. Since the construction 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.”

7. In view of the above, the complaint is **Partly Allowed** and complainants are **entitled to refund of Rs.20,45,212/- alongwith interest** applicable @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.12.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The period for payment of interest will be considered from the next month in which payment was effected by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, the calculation of refunds and interest upto 31.01.2026 is calculated as follows:-

Interest payable from	Principal Amount paid	Interest calculated till	Delay in months	Interest payable
01.04.2016	3,50,000.00	31.01.2026	118	37,17,00.00
01.05.2016	16,98,212.00	31.01.2026	117	178,82,28.00
Sub-Total	20,48,212.00			21,59,928.00
Total (Principal Amount Rs.20,48,212/- + Interest Rs.21,59,928/-)				42,08,140.00

8. The Hon'ble Supreme Court, in its judgment in the matter of *M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Others*



(Civil Appeal Nos. 6745-6749 of 2021), has upheld that the refund to be granted u/s. 18 read with Section 40(1) of the Real Estate (Regulation & Development) Act, 2016 is to be recovered as Land Revenue alongwith interest and/or penalty and/or compensation.

9. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the refund amount along with the accrued interest shall be recovered as Land Revenue as provided u/s. 40(1) of the RERD Act, 2016. Accordingly, the Secretary is instructed to issue the requisite Debt Recovery Certificate and send it after 90 days as per Rule 17 of the Punjab Real Estate (Regulation & Development) Rules, 2016 to the relevant Competent Authorities under the Punjab Land Revenue Act, 1887 for due collection and enforcement in accordance with law.

10. Further the principal amount is determined at Rs.20,48,212/- and interest of Rs.21,59,928/- upto 31.01.2026; the rate of interest has been applied @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.12.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. Hence, the promoter is liable to pay a **total amount of Rs.42,08,140/-** upto 31.01.2026 (i.e. principal amount of Rs.20,48,212/- and interest of Rs.21,59,928/-), and any amount due as interest **w.e.f. 01.02.2026 of Rs.18,434/- per month till the realization of payment.** Any amount paid by the promoter will be considered as payment against the interest whatever is due. After payment of whole of interest only then the payment will be considered against principal and accordingly the principal will be reduced and interest will be charged on the balance principal amount till the principal amount is fully paid. Even any payment after reduction in principal amount if any will be first considered towards interest payment, if any becomes due on the unpaid principal amount. This amount of Rs.18,434/- will change according to the principal amount due at the start of the month as per the method narrated hereabove in the para.



11. Further, the promoter is directed not to sell, allot, book the apartment bearing No. 09074 on 7th Floor of Tower No. 9 in the project "ATS Golf Meadows Lifestyle", Village Madhopur, Tehsil Derabassi, District SAS Nagar (Mohali) allocated to the complainants till the whole payment payable to the complainant of Rs.42,08,140/- upto 31.01.2026 (i.e. principal amount of Rs.20,48,212/- and interest of Rs.21,59,928/-), and subsequent interest amount w.e.f. 01.02.2026 @ Rs.18,434/- per month, if any, becomes dues is fully paid to the complainant and realisation of full payment. However, this restriction is not applicable on the prescribed Authority under Punjab Land Revenue Act, 1874 for recovery of amount designated as "Land Revenue". The complainant will have its continuous lien over the said unit till the refund alongwith interest is not 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.

12. The amount of amount of Rs.42,08,140/- upto 31.01.2026 (i.e. principal amount of Rs.20,48,212/- and interest of Rs.21,59,928/-), as determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016; has become payable by the respondent to the complainant and the respondent is 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 amount of Rs.42,08,140/- upto 31.01.2026 (i.e. principal amount of Rs.20,48,212/- and interest of Rs.21,59,928/-) determined as refund and interest amount thereon and further a sum of Rs.18,434/- to be payable as interest per month from 01.02.2026 is held "Land Revenue" under the provisions of Section 40(1) of the RERD Act, 2016. The said amounts are to be collected as Land Revenue by the Competent Authorities as provided/authorised in the Punjab Land Revenue Act, 1887 read with section 40(1) of the Real Estate (Regulation and Development) Act, 2016.



13. The Secretary of this Authority is hereby directed to issue a “Debt Recovery Certificate” immediately and send the same to the Competent/ jurisdictional Authority as mentioned in the Punjab Land Revenue Act, 1887 after 90 days of the issuance of this order to be recovered as arrears of “Land Revenue”. A copy of this “Recovery Certificate” should be sent to both to the complainant and respondents by email and speed post for necessary action at their end and record purposes. The complainant & the respondent are directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same in to account before sending “Debt Recovery Certificate” to the Competent Authority for recovery. Further, Sh. Ravinder Kumar is held to be Decree Holder and the Respondent i.e. M/s. ATS Estates Pvt. Ltd. as judgment debtor for the purposes of recovery under this order.

14. No other relief is made out.

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

Chandigarh
Dated: 12.02.2026



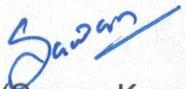

(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/318

Dated:- 13/2/26

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

1. Sh. Ravinder Kumar, Jarot Khas, Tehsil-Nagrota Surian, Kangra, Himachal Pradesh - 176027
2. M/s ATS Estates Pvt. Ltd.,
3. M/s. ATS Infrastructure Pvt. Ltd.
4. M/s. Dynamic Colonisers Pvt. Ltd.
(Both at 711/92, Deepali Nehru Palace, New Delhi – 110019).
5. The Secretary, RERA, Punjab.
6. Director (Legal), RERA, Punjab.
7. The Complaint File.
8. The Master File.


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