

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

Complaint No.0054 of 2024

Date of Institution: 03.02.2024

Dated of Decision: 24.04.2026

Rai Bahadur Kishor Chand and Sons Private Limited Through its
Director Ajay Maheshwari, 3A, The Mall, Amritsar, Punjab-143001

....Complainant

Versus

1. Vishnurupa Developers Private Limited through Directors,
2. Advance India Projects Limited through Directors, The Master Piece,
Golf Course Road, Sector -54, Gurgaon, Haryana Pin Code 122002.
3. Anand Singh, Director, Vishnurupa Developers Private Limited,
4. Kashi Nath Shukla, Add Director, Vishnurupa Developers P Ltd ,

For respondent no. 1,3 & 4 at 517A, Naram Manzil, 23, Barakhamba
Road, Cannought Place, New Delhi-110001

....Respondents

- Present:
1. Ms Preeti Bansal, Advocate, for the complainant,
 2. Shri Sandeep Verma, Advocate for the respondent no.1 & 2.
 3. For the respondent no.3 &4 – Ex-parte

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) Act, 2016, was instituted on 03.02.2024 by the complainants in their individual capacity against the respondent seeking following reliefs:

1.1 To refund the entire payment made to them till date by the complainant alongwith interest @ 18% per annum from the date of payment till its actual realization,

1.2 Directions may kindly be issued to the respondents to pay the commission paid to brokers ,

1.3 Directions may kindly be issued to the respondents to pay the litigation costs for filing the present complaint before this Court ,

1.4 Directions may kindly be passed to the concerned Police Station to investigate in the allegations made herein against the respondents and to register FIR for further proceedings in accordance with law.

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

2.1 In the month of September, 2019, the respondents, launched their project in the name and style of "Dream City, Nxt, at Village Bishambarpura, Manawala and Rakhjheeta, Tehsil Amritsar -2 and District Amritsar (Area 69.60 Acre) PBRERA-ASR02-PR0390".

2.2 The complainant booked flats in the said project through registered brokers and paid Rs.1,00,000/- on 03.03.2020, Rs.3,65,000/- on 03.09.2020 i.e. total amount paid to the respondents is Rs.4,65,000/-. Respondents issued receipts of payment but did not specify as to the nature of the payment received by them.

2.3 The respondents have failed to deliver possession of above said flat to the complainant and even they have failed to refund the payment/amounts received by them. After repeated request of the complainant, respondents repaid in total of Rs. 4,98,341/- on 16.06.2021 to the complainant.

2.4 It has come to the knowledge of the complainant that the Amritsar Development Authority has even approved the revised layout plan of the respondents without addressing the grievances of the complainant and abandoning the originally promised construction.

2.4. The complainant earlier complainant GC No. 0232/2022 vide order dated 19.06.2023 has been dismissed with liberty to file afresh.

2.5 The Complainant further submitted that the above said complaint GC no. 0230/2022 was not pursued by the complainant on account of the repeated assurance of the respondents that they were in process of settling the matter. Hence complainant was dismissed with liberty to file afresh.

2.6 The complainant also submitted that Surinder Singh S/o S. Kundan Singh R/o New Gokul ka Bagh, 100 feet Road, Amritsar who was mediating the complainant and other similarly situated aggrieved persons has furnished his duly sworn affidavit dated 30.11.2023 that the respondents have repeatedly assured the complainant that they will settle the matter very soon but the real intention of the respondents is to further harass the complainant.

3. Notice of the complaint was served on the respondents who has filed a detailed reply in the matter.

4. Upon notice Shri Sandeep Verma, Advocate appeared for the respondent no.1 & 2 and submitted application dated 06.02.2025 on behalf of respondent no.1 to the following effect:

4.1 The Complainant had approached the Respondent No.1 for investing in its project "DREAMCITY NXT" situated in Amritsar. The Complainant had made small payment of Rs 4,65,000 /- towards the said investment

4.2 The amount deposited by the Complainant was refunded along with interest rate @9% by way of cheque No. 000186 dated 10.05.2021 amounting to Rs. 4,98,341/- The cheque was given to the complainant along with a letter dated 07.06.2021. A copy of letter dated 07.06.2021 is appended here with as Enclosure A.

4.3 The present complaint is just an afterthought and appears to be mere attempt to harass the Respondents and unjustly extract additional funds, driven solely by the Complainant's greed.

4.4 The respondent prayed that the present application may kindly be allowed and the aforementioned complaint may kindly be dismissed with costs

5. The application dated 06.02.2025 submitted by the respondent no.1 was supplied to the complainant for his reply. The complainant has furnished his submission on 22.01.2026 ~~and~~ reiterating the averments of the complaint. The gist of the same is as under:

5.1 The respondent made only part payment of Rs.4,98,341/- vide cheque no. 000186 dated 10.05.2021 after repeated harassment. The said payment was accepted under protest being only a part payment and does not constitute full and final settlement.

5.2 The complainant and his family members booked 13 flats and paid advance amount Rs.15,00,000/- and also made subsequent payment of Rs.27,85,000/-. The complainant and his family members also paid brokerage commission amounting to Rs.4,50,000/-.

5.3 Respondent had no intention to construct the flats and the Amritsar Development Authority has approved the revised layout plan of the respondents. Thereafter, the respondent no.1 admitted that the project / flats are not being developed and assured refund of the amounts received along with interest and compensation.

5.4 Complainant reiterates and reasserts his prayer that respondents be directed to compensate the complainant by way of:

5.4.1 Refund of the entire amount,

5.4.2 Interest thereon @18% per annum from the date of payment till actual payment,

5.4.3 Equal amount as compensation including compensation for mental agony, harassment, loss of estate, loss of times etc.

- 5.4.4 To pay appropriate amount as opportunity cost,
- 5.4.5 To pay commission paid to the broker by complainant
- 5.4.6 To pay the cost of litigation

6. None appeared on behalf of the respondent no. 3 & 4 even after affording repeated opportunities and publication of the notice. The order is being passed exparte as for as respondent no.3 and 4 are concerned.

7. Both the Counsel for the complainant as well as of respondent no. 1 and 2 addressed their respective arguments on 19.03.2026.

8. The undersigned considered the rival contentions of both the parties and also perused the pleadings along with documents annexed by both the parties.

8.1 The complainant has paid Rs.4,65,000/- for booking of flat in the project of "Dream City, Nxt", Amritsar launched by the respondent. The said fact is admitted by the complainant and respondents. No agreement to sale has been executed between the complainant and respondents. Due to non-construction of the flat, the complainant requested the respondent to refund his deposit along with interest and compensation. Thereafter, the respondent no.1 has refunded the amount Rs. 4,65,000/- along with interest amounting Rs.33,341/- totalling Rs.4,98,341/- on 07.06.2021. There is no evidence has been furnished by the complainant in support of the assurance given by the respondent to pay compensation, brokerage costs etc or any further payment.

9. 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."

10 In view of the above, the complaint deserves to be partly allowed. The complainant is entitled for refund of the deposited amount of ₹4,65,000/- along with interest @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 01.04.2026 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017.

10.1 Now, on the question as to from which date the interest should accrue on the total sale consideration amount paid i.e. liable to be refunded to the complainant, this Bench of the Authority is of the considered view that it should start from the date of respective payments made by the complainant to the respondents towards advance payments till date of payment by the respondents i.e. 07.06.2021. Further, in this case interest amounting Rs.33,341/- has already been paid by the respondent on 07.06.2021. Hence, interest already paid will be deducted from the interest calculated as per para 10.

10.2 Since the principal amount and part of interest has been paid to the complainant on 07.06.2021. However, the interest payable has to be computed in accordance to the provisions of statute of READ Act as mentioned above.

Interest w.e.f. date of payment till 07.06.2021 as per RERA-	46,905/-
Interest already paid	- 33,341/-
Balance Payable	- 13,564/-

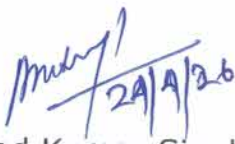
10.3 The respondents are directed to make the balance payment amounting Rs. 13,564/- within 90 days from the date of receipt of this order as per Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rules 17 of the Punjab Real Estate (Regulation & Development) Rules, 2017.

11 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.

12. 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.

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

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


(Binod Kumar Singh)
Member, RERA, Punjab