

**BEFORE SH. ARUNVIR VASHISTA, MEMBER-II
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB AT
CHANDIGARH**

Complaint No. RERA/ GC No.0084 of 2024

Date of filing: 24.02.2024

Date of decision: **09.03.2026**

Avinash Kaur Sama resident of D-3, Panchsheel Enclave,
Zirakpur, SAS Nagar (Mohali)

...Complainant

Versus

HLP Infratech LLP, 1203, Second Floor, Sector-19-B,
Chandigarh, SCO 61-62, Level 1, Sector 82, SAS Nagar, Mohali

... Respondents

Complaint under Section 31 of the Real Estate (Regulation
and Development) Act 2016.

Present: Advocate Sachin Sharma, representative for the
complainant
Advocate Vaibhav Narang, representative for respondent

ORDER

The main allegations in this complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") by complainant against the respondent, relate to delay in handing over the possession of residential plot allotted to the complainant in the project "HLP Palmillas" of respondent, situated in village Ramgarh Bhudda, Zirakpur, District SAS Nagar, Mohali vide allotment letter dated 15.09.2022. The basic sale price of the plot was Rs.34 lacs. As per clause 7.1 of the agreement for sale dated 15.09.2022, the possession of the plot was to be delivered on or before 31.05.2023. However, till date possession has not been delivered to the complainant. Accordingly, the main relief sought for is to issue direction to respondent to hand over the

possession of the plot along-with payment of interest for the period of delay till possession of the same is delivered.

2. Notice of the complaint was served on the respondent who filed a detailed reply in the matter. Subsequently, a rejoinder was also filed on behalf of the complainant reiterating the contents of the complaint.

3. In the reply filed on behalf of the respondent the factum of booking of the plot in question by the complainant in the project of the case in hand has been admitted and it was submitted that the completion certificate had already been applied by the respondent on 02.09.2024 and the project was complete in all respects. However, due to time taken by the authorities concerned no offer of possession could be made to the complainant. Hence, the delay was not attributable to the respondent. A prayer was accordingly made for dismissal of the complaint.



4. While reiterating the contents of complaint, learned counsel for the complainant highlighted the main facts of the case. He pointed out that vide allotment letter dated 15.09.2022 complainant was allotted a residential plot bearing no.201 measuring 100 sq. yards in the project "HLP Palmillas" of respondent for a basic sale price of Rs.34 lacs out of which complainant had already paid approximately Rs.31,50,000/-. He pointed out that as per Clause 7.1 of the agreement for sale dated 15.09.2022 the respondent was supposed to handover the possession of the plot on or before 31st May 2023. This stipulation had however been violated by the respondent and even after delay of almost 3 years, possession of the plot was still not handed over to the complainant. Therefore, the respondent was liable to pay interest for

delayed period on the amount paid by the complainant at the rate prescribed in the Punjab State Real Estate (Regulation and Development) Rules, 2017 for the period of delay till the delivery of possession.

5. On the other hand, learned counsel for respondent submitted that the project of the case in hand was complete in all respects but due to time taken by the concerned authorities in issuing the completion certificate no offer of possession could be made to the complainant. He further submitted that since completion certificate had already been applied by the respondent on 02.09.2024 as such the delay was not attributable to the respondent.

6. This authority has carefully considered the rival contentions of both the parties and perused the record of the case.



From the material made available on record including the pleadings and arguments of both the parties, it is established that the possession of the plot has not been delivered to the complainant till date in accordance with agreement. The complainant has been waiting for possession of her plot for the last about three years and still there was no commitment on behalf of the respondent as to when the possession would actually be delivered. Therefore, it would be manifestly unfair to the complainant to make her wait for the relief of interest as the duration for handing over possession was not known at that stage since no completion certificate was of course there with the promoter. In the given circumstances, it also cannot be held that the said project was complete. As per Clause 7.1 of the agreement for sale, the promised date of delivery of possession was 31.05.2023. The complainant has already paid a substantive amount towards the sale

consideration of the plot to the respondent. It stands established that the respondent promoter has failed to deliver possession of the plot within the agreed time frame as stipulated in the agreement for sale, i.e., on or before 31.05.2023. The period of delay is, therefore, to be reckoned from 31.05.2023 (the agreed date of possession till offer is made upon obtaining Occupancy Certificate. It is accordingly held that the arguments raised on behalf of the respondent are not valid; and there has been a delay on the part of the respondent in handing over possession of the plot to the complainant as agreed. The right of claiming interest on the delayed possession has been conferred upon an allottee by the provision of Section 18 of the Act which is an indefeasible right. Violation of Section 18(1) of the Act is therefore established; and the complainant is entitled to the relief provided therein. Section 18 speaks 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:

	XXX	XXX	XXX
(2)	XXX	XXX	XXX
(3)	XXX	XXX	XXX

Amr

Accordingly, the delay is attributable to the respondent and the claimant is held entitled to interest for the period of delay.

7. As an outcome of above discussion, the complaint is accepted and the complainant is held to be entitled to the payment of interest from respondent for the period of delay in handing over possession. Respondent is accordingly hereby directed to pay interest on the amount paid by the complainant at the rate prescribed in the Punjab State Real Estate (Regulation and Development) Rules, 2017 (today's highest MCLR rate plus 2%) w.e.f. 31.05.2023 till a valid offer of possession is made by the respondent after obtaining OC/CC from the competent authority as per provisions of the RERA Act 2016. It is also further directed that the payment of interest should be made within the time stipulated under Rule 17 of the Punjab State Real Estate (Regulation and Development) Rules, 2017 from the date of issue of the order.


**(Arunvir Vashista),
Member, RERA, Punjab**