

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

Complaint No.0375 of 2024
Date of Institution: 26.10.2024
Date of Decision: 15.05.2026

Satwant Kaur, New Shalla, Post Office- Pull Tibri, Gurdaspur, Punjab-143521.

.... Complainant

Versus

Gurdaspur Improvement Trust through its chairman, near Punjab & Sind Bank,
Gurdaspur, (Hanuman Chowk), Gurdaspur, Punjab-143521

.... Respondent

Complaint in Form 'M' u/S 31 of the Real Estate (Regulation and
Development) Act, 2016, read with Rule 36 (1) of the Punjab State
Real Estate (Regulation and Development) Rules, 2017.

(Registration Number: PBRERA-GSP27-PR0525)

Present: Shri Jatin Bansal, Advocate for the complainant
Shri D. S. Randhawa, Advocate for the respondent

ORDER

This complaint in Form 'M' was instituted on 26.10.2024 by the complainant in his individual capacity 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) against the respondent seeking following relief from respondent.

1.1 Direct the respondent to complete all the development work in the project and offer valid and legal possession after obtaining completion certificate.

1.2 Direct the respondent for the payment of delayed interest in terms of Rule 16 r/w Section 18 of the Act, on the deposited amount from due date

i.e.30.08.2014 till the valid and legal offer of possession after obtaining completion certificate.

1.3. Direct the respondent to execute RERA approved builder buyer's agreement.

2. For the sake of convenience, Section 31 of the Act of 2016 read with Rule 36(1) of the Rules of 2017 are reproduced as under:

"31. Filing of complaints with the Authority or the Adjudicating Officer

- (1) Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter allottee or real estate agent, as the case may be.

Explanation —For the purpose of this sub-section "person" shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.

(2) The form, manner and fees for filing complaint under sub-section (1) shall be such as may be specified by regulations".

"Rule 36. Filing of complaint with the Authority and inquiry by the Authority.[Section 31,71 (1) and 84(2)(zc)]-- (1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form 'M' which shall be accompanied by a fee of one thousand in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favor of the Authority and payable at the branch of that bank at the station where the seat of the Authority is situated".

3. The complainant submitted the following points in his complaint:

3.1 The Respondent, a statutory body, purported to launch a colony in the year 2011 under the name and style of "Development Scheme No. 7 of Improvement Trust Gurdaspur" situated on Tibri Road, bounded by Gurdaspur

Amritsar, Railway line bypass and Nabipur Cut Drain. The project was named as "New Gurdaspur".

3.2 The Complainant booked a plot admeasuring 500 sq. yds in the project situated at Scheme No. 7 of Improvement Trust Gurdaspur by way of application number 9573 dated 7 March 2011 for the allotment of plot. The copy of the brochure as promulgated by the respondent for the purposes of advertisement and encouragement of their sales, is appended herewith as Annexure C-1.

3.3 The complainant stated that at the time of booking, Respondent No. 1 had promised and assured that the entire project would be completed with all amenities and facilities as promulgated, within a maximum span of three years from the date of applying for the plot. The plot in question had been booked and allotted for a total sales consideration of Rs.35,54,000/-. The copy of the allotment letter dated 30.08.2011 is annexed herewith as Annexure C-2. The complainant till date has paid total amount of Rs. 38,67,223/- to the Respondent No.1 against the total sales consideration of Rs. 35,54,000/- and there are no dues pending in any manner towards the total sales consideration.

3.4 The Respondent failed to execute any development work on the site and the project lacks basic amenities and facilities and the development work is pending till date. As the development work had never been executed and the respondent developer never obtained completion certificate, there has been no legal and valid possession of the plot handover to the present complainant.

3.5 The complainant also stated that as per Clause 11 of the Allotment Letter states that "This allotment shall be governed by the provisions of Punjab Regional and Town Planning and Development Act 1995, Rules and Regulations and policies framed there-under as amended from time to time and conditions

in the brochure of the scheme Accordingly, as per the terms of the allotment letter, the OPs are under obligation to comply with any amended policies or regulations framed by concerned Authorities.

3.6 In pursuant to Hon'ble High Court's directions in the case of Ram Kishan case (CWP No. 4108 of 2016), a highlevel official meeting was conveyed on 02.01.2017 in State of Punjab, wherein general policy was laid down in compliance of the directions issued by Hon'ble High Court in Ram Kishan, and the said policy is duly applicable to PUDA as per the particulars of the meeting. A true copy of meeting conveyed by high official and policy laid down on 02.01.2017 is annexed herewith as Annexure C-4. As per Clause 3 sub clause (iv) of Govt. of Punjab, 2017 Policy, the department/authority (such as respondent) is duty bound to complete the development work in shortest period possible not extending 18 months and in case of default the said department would be liable to pay interest @ 12% p.a. to the allottee. Clause 3 sub-clause (iv) states as:

"The Department/Authority will be duty bound to complete all the development works at site in shortest period possible not extending more than 18 months. In case period of 18 months is elapsed and the possession is not handed over to the Allottee, simple interest of 12% will be provided to the allottee on the 25% amounts which has been deposited by the Allottee with the Authority/Deptt."

Accordingly, as per the Govt. Policy dated 02.01.2017, the respondent is liable to complete the development work in time bound manner and in case of default, OP is liable to pay interest to the complainant on the deposited amount. No development work had been executed by the Respondents on the project site and the site lacks basic amenities. On account of lack of basic amenities and pendency of execution of development works, the respondent

could never offer the legal & valid possession of the plot after obtaining completion certificate.

3.7 Since the respondent project in question is not complete, and come under the definition of 'ongoing', the respondent had registered the project with RERA, Punjab and granted RERA registration no. PBRERA-GSP27-PR0525.

3.8 Despite executing no development work at the site, the improvement Trust issued demand notice for payment of additional amount on account of enhancement of land compensation as well as Non-Construction Charges vide its demand letter no. 2424 dated 03.12.2020. The complainant had been asked to make the additional payment of preposterous amount of Rs.12,12,260/- towards the enhancement of the compensation of land acquisition along with payment of Rs.3,49,860/- towards the non-construction charges.

3.9 The complainant issued legal notice dated 16.03.2021 to the respondent/opposite parties calling upon them to withdraw the said illegal demand notice dated 03.12.2020, the same being completely illegal, perverse, arbitrarily, and non-sustainable. Thereafter, complainant had filed a consumer complaint bearing CC No. 143 of 2021, case titled as "Satwant Kaur v. Gurdaspur Improvement Trust and Anr." in The Ld. Consumer Dispute Redressal Commissioner, Gurdaspur challenging and impugning the illegal demand notice dated 03.12.2020. In the aforesaid matter, as per order dated 12.09.2023 passed by the learned district commission Gurdaspur, a local commissioner was appointed for inspecting the development at the project site. The local commissioner submitted her report dated 18.10.2023 on the issue of which basic facilities/amenities has been provided by the respondent. As per report, electricity poles have been erected but all the lights are not working, there were no separate points for water connection, all the roads were

kacha one, and parks are not properly maintained, no boundary walls have been constructed etc. On the basis of the local commissioner report, consumer court held that respondent developer had failed to produce on record completion certificate or any other evidence to showcase the execution of development work and site of the project in question is deprived of any basic amenities and facilities or any other development work.

3.10 The Respondent No. 1 has filed an appeal FA/264/2024, case titled as "Gurdaspur Improvement Trust v. Satwant Kaur and Anr." in the Hon'ble State Consumer Dispute Redressal Commission, Punjab against order of consumer court order dated 22.04.2024. The present complainant has also filed an appeal FA/451/2024, case titled "Satwant Kaur v. Gurdaspur Improvement Trust and Anr.", in Hon'ble State Consumer Dispute Redressal Commission, Punjab against the aforesaid order dated 22.04.2024 passed by Ld. District Commission, Gurdaspur, pertaining to the issue of additional demands on pretext of enhancement of cost of land acquisition and the both appeals are pending for adjudication.

3.11 In the present case, even though no specific agreement has been executed by the respondent no. 1, which itself is a separate cause of action and violation, it is submitted that at the time of booking of the plot, it was assured that the same shall be handed over within a span of three years. The complainant reliance is placed upon judgment of The Hon'ble Supreme Court in "Fortune Infrastructure (now known as M/s Hicon Infrastructure) and Anr. Vs Trevor Dlima and ors." (Civil Appeal No(s).3533-3534 of 2017 wherein it was held that only a reasonable period of time could be allowed to a developer to deliver possession. In this case the Supreme Court had held a period of 3 years to be reasonable.

3.12 A completion certificate certifies that the entire real estate project is complete in all aspects and the development work has been duly executed. It is a settled provision of law that possession of the plot cannot be offered without obtaining completion certificate. The Dept. of Housing and Urban Planning, Punjab has issued guidelines for the procedure of issuance of the completion certificate vide its letter dated No. 18/07/21-5hg2/870 dated 05.07.2021 and the copy of the same is appended herewith as Annexure C-12. In the present case, the respondents have not even applied for the completion certificate itself speaks volumes qua the current status of the project.

3.13 Even after lapse of more than 10 years from the assured date of valid possession of the plot i.e. by 30.08.2014, till date the valid and legal development possession has not been handed over after completion of all the development work at the site. Thereto, the respondent developer has been using the amount of Rs.38,67,223/- paid by the complainant, without actual providing the physical possession of the plot, as such the respondent is liable to pay interest for the period of delay in the delivery of possession as they are getting the benefit of interest accrued upon the said amount and they are liable to give the similar benefit to the complainant herein. The complainant in terms of Section 18 of the Act, opts to not withdraw from the project and hence, claims payment of delayed interest in terms of Rule 16.

3.14 The complainant also submitted that the pendency of the Appeals pertaining to plot in question before the Hon'ble SCDRC, Punjab does not affect the merits of the present complaint. The present complaint is on different cause of action qua different relief which has not been pleaded/pending before the Hon'ble State Commission. The present complaint is independent of any on-going dispute between the parties. In this regard, reliance is placed upon

Section 88 of the Act, which clearly states Application of other laws not barred the provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force. As such the present complaint qua payment of delayed interest is maintainable.

4. Upon notice, reply dated 16.05.2025 was filed by the respondents raising the following preliminary objections:

4.1 The respondent had floated Scheme No.7 freehold residential plots in Scheme No.7 on Tibri Road, Bypass, Railway Line and Nabipur Cut Drain Area on land measuring 84.77 Acre (New Gurdaspur). The complainant Satwant Kaur had booked a plot measuring 500 Sq. yards in the above-mentioned scheme vide application No.9573 dated 07.03.2011. After draw of lots, complainant Satwant Kaur was allotted a plot No. 80 measuring 500 Sq. yards. She was issued an Allotment Letter No.1927 dated 30.08.2011 mentioning the conditions therein.

4.2 As per the conditions mentioned in the Scheme as well as allotment letter, complainant was to get the land demarcated and building plan approved from the respondent within 3 years from the date of issuance of allotment letter. Hence, complainant Satwant Kaur had to get building plan approved and construct/complete building by 30.08.2014, otherwise, non-construction charges and other penalties were liable to be applicable.

4.3 It was also mentioned in the conditions of the Scheme that if there is any enhancement relating to land acquisition by any mode regarding the land or other structures then allottees are liable to pay the proportionate amount of the enhancement.

4.4 Respondent also submitted that some devolvement works were not completed till 2016 in the approved Scheme, therefore, non-construction charges for the period from 2014 to 2016 were not charged by respondent-

Trust from the allottees. Therefore, non-construction charges were made applicable from 2017 onwards and non-construction charges due towards the complainant from 2017 till December, 2024 including other penalties are Rs. 19,33,617/- and the enhanced amount due towards complainant Satwant Kaur pertaining to enhanced amount of land acquisition is Rs.15,83,360/-.

4.5 The respondent submitted that more than 75% allottees have constructed buildings on their plots and residing there. They have deposited the enhanced amount of compensation as well as non-construction charges (if any, applicable) and water supply and sewerage bills in the Trust fund.

4.6 The Project/Scheme No.7 especially residential houses are complete in all respects from 2016. All the necessary facilities such as electricity supply, water supply, sewerage connection and street lights etc. were provided and completed by the end of 2016. Complainant has not constructed the plot. Punjab State Power Corporation Limited (P.S.P.C.L.) had started charging Bill for Electricity Meter No. 1 and 2 of Street Light, Electricity Meter of Sewerage Treatment Plant in Scheme No. 7 and the Electricity Pumps No. 1 and 2 used for Water Supply and copies of the Bills pertaining to the period from January 2025 to March is annexed herewith as Annexures R-1 to R-3 respectively. Perusal of these electricity bills shows that date of connection is 15.03.2017, 15.05.2017 and 19.08.2016 respectively and they were working at that time. Due to overall development of the area, now the market value of the plot is more than Rs. 80 Lakh. Respondent further stated that there is total 52 plots of size 500 Sq. yards and 22 plot owners have also obtained building plan approved after paying necessary charges. Plots of all sizes have been completely sold and residents are residing there by enjoying all the facilities but 15 plots out of 52 plots of size 500 Sq Yards are yet to be sold.

4.7 It is submitted that a perusal of the Scheme (Annexure C-1) and

allotment letter (Annexure C-2), its clearly mentioned in the allotment letter that it is the allottee who has to get the land demarcated and get the plan of the proposed building approved and after that he has to complete the building within stipulated period of 3 years. After the completion of building in accordance with rules and regulations and approved building plan, a completion certificate is issued. The allottee is in deemed possession of the plot after issuance of allotment letter. The complainant has not got the building plan approved and on the other hand not paying the due amount.

4.8 The respondent further stated that the residential complex was complete by all means by 2014-15 and some facilities could not be provided due to unavoidable circumstances but the same were also provided by the end of 2016. All the basic facilities such as electricity connection (as evident from Annexures R-1 to R-3), water connection, sewerage connection, street lights etc. were provided by the end of 2016 and the residential project was complete and therefore, non-construction charges (NCC) and other applicable penalties were not levied from 2014 to 2016 and the same were only charged from 2017 onwards. Respondent-Trust is a Statutory Body for the welfare of the citizens and its motive is not profit oriented like private developers and builders. More than 300 allottees are residing and have paid all the dues amount after getting the building plan approved, constructed their houses and got the electricity connections and are enjoying the facilities like parking, road, street lights, water supply, sewerage line etc.

4.9 The respondent also mentioned that a careful perusal of the Local Commissioner's report, it is submitted that the basic facilities like sewerage, electricity and water supply etc were found to be available. However, it is submitted that the meter box and water supply to the plot of complainant would only be there if complainant had applied for the same before the

concerned authority in due procedure. It was for the complainant to have applied for the electricity connection and water connection.

4.10 The respondent submitted that Complainant has wrongly interpreted the provisions of the Act. The possession of the plot is with the complainant after issuance of the allotment letter i.e. from 30.08.2011 and it is she who has failed to perform her part by getting building plan approved and thereafter, getting the building constructed. Complainant has not applied for the electricity meter, water connection and other connections and therefore, it is only after availing such facilities and constructing building, the completion certificate would be given to her by the respondent-Trust. Once the complainant has failed to construct building, therefore non-construction charges have been levied, regarding which appeal is pending before the Hon'ble State Consumer Disputes Redressal Commission, Punjab.

5. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint. Complainant again stated that neither any completion certificate issued by competent authority has been produced nor any credible documentary evidence has been placed on record to establish completion of the essential internal development work.

6. The undersigned heard arguments of both the Counsels for the parties on 09.04.2026.

7. The Complainant booked a plot admeasuring 500 sq. yds in the project situated at Scheme No. 7 of Improvement Trust Gurdaspur by way of application number 9573 dated 7 March 2011 for the allotment of plot. The plot in question had been booked and allotted for a total sales consideration of Rs.35,54,000/-. The copy of the allotment letter dated 30 August 2011 is annexed herewith as Annexure C-2. The complainant till date has paid total

amount of Rs.38,67,223/- to the Respondent No.1 against the total sales consideration of Rs.35,54,000/-. The respondent got the said project registered as 'on-going' with Hon'ble Real Estate Regulatory Authority, Punjab under the Act and is granted RERA registration No. PBRERA-GSP27-PR0525. The complainant had been asked to make the additional payment of Rs.12,12,260/- towards the enhancement of the compensation of land acquisition alongwith payment of Rs 3,49,860/- towards the non-construction charges. Thereafter, complainant issued legal notice dated 16.03.2021 to the respondent/opposite parties calling upon them to withdraw the said illegal demand notice dated 03.12.2020, the same being completely illegal, perverse, arbitrarily, and non-sustainable. In view of report of the local commissioner appointed by Ld. District Consumer Commission, Gurdaspur and facts that the respondent developer failed to produce on record completion certificate or any other evidence to showcase the execution of development work, the Ld. District Commission held that the site of the project in question is deprived of any basic amenities and facilities or any other development work. Despite lapse of more than 14 years, legal and valid possession has not been offered and handed over to the complainant.

8. On the other hand, the learned Counsel for the respondents reiterated the contents of their detailed reply raising various legal objections. They admitted the allotment of plot to complainant. As per the conditions mentioned in the floated Scheme as well as allotment letter complainant Satwant Kaur had to get building plan approved and construct/complete building by 30.08.2014, otherwise, non-construction charges and other penalties were liable to be applicable. Respondent stated that majority of development work was completed till 2014-15 but some devolvement works were not completed till 2016 in the approved Scheme, therefore non-construction charges were made

applicable from 2017 onwards. More than 75% allottees have constructed buildings on their plots and are happily residing over there. The Project/Scheme No.7 especially residential houses are complete in all respects from 2016. All the necessary facilities such as electricity supply, water supply, sewerage connection and street lights etc. were provided and completed by the end of 2016. The possession of plot is with the complainant from the date of allotment i.e. 30.08.2011. The complainant has not got the building plan approved within stipulated period of 3 years. Respondent submitted that a careful perusal of the Local Commissioner's report, it is submitted that the basic facilities like sewerage, electricity and water supply etc were found to be available. However, it is submitted that the meter box and water supply to the plot of complainant would only be there if she had applied for the same before the concerned authority in due procedure. It was for the complainant to have applied for the electricity connection and water connection. The residential scheme is complete in all respects before 2017 and it is only from 2017 the non-construction charges were levied from the allottees. More than 300 allottees are residing and have paid all the dues amount after getting the building plan approved, constructed their houses and got the electricity connections and are enjoying the facilities like parking, road, street lights, water supply, sewerage line etc. In such circumstances, complainant is not entitled to any interest as is sought by alleging delayed possession. Possession is with the allottee after issuance of allotment letter and plot is given on as on where basis and Trust are not responsible for filling the earth and it is to be done by allottee. It is evident that he had no intention to construct the building as no application was moved for getting the building plan sanctioned and motive was to earn profit by selling plot after development of area.

9. The undersigned considered the above arguments and also gone through the available record of this complaint. From the pleadings of the parties, it is clear that there is no dispute about allotment of plot to the complainant and certain facts emerge which are not in dispute between the parties. It is not disputed that the respondent Improvement Trust launched the 'Development Scheme No.7 of Improvement Trust Gurdaspur' for allotment of residential plots and that the complainant applied for a plot measuring 500 square yards under the said scheme. It is also admitted that the complainant was declared successful in the draw of lots and Plot No. 80 was allotted to him. The issuance of the allotment letter no. 1927 dated 30.08.2011 and the payments amounting Rs.38,67,223/- made by the complainant towards the sale consideration are also not disputed.

10. During the arguments, Ld. Counsel for the complainant submitted that the respondent Gurdaspur Improvement Trust had launched a residential scheme namely "Development Scheme No.7 of Improvement Trust Gurdaspur" for allotment of residential plots and the complainant had applied for allotment of a plot measuring 500 square yards under the said scheme. It was argued that the complainant was declared successful in the draw of lots and Plot No. 80 was allotted to him vide allotment letter dated 30.08.2011. It was further argued that the complainant deposited the sale consideration amounting to Rs.38,67,223/- with the respondent Trust 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 interest

on delayed possession on deposited amount under Section 18 of the Real Estate (Regulation and Development) Act, 2016.

11. As regards completion certificate, Ld. Counsel for respondent submitted that the present scheme was formulated according to the provisions of Punjab Town Improvement Act, 1922 and the Rules framed thereunder and there is no provision in the said Act for obtaining the completion certificate. However, Completion Certificate is a requirement under the Act of 2016 which is a Central legislation and has to prevail in case of conflict with a State Law.

12. Above submission and contentions put forth by the parties, case have been considered and examined in the light of the facts and circumstances emerging on the record. As per condition no. 7 of the 'Form of allotment order of Plot' dated 30.08.2011, the complainant have to complete the building on the plot allotted to him within 3 years from the date of issue of allotment letter after getting demarcation on and after getting the plot of the proposed building approved from the Gurdaspur Improvement Trust. As per allotment letter condition no. 11, the allotment of plot is subject to the provisions of the Punjab Town improvement Act, 1922 and the Punjab Town Improvement (Utilization of Land and Allotment of Plots) Rules, 1983, as amended from time to time and the allottee shall have abided by the provisions of the same and any other instructions issued by the Punjab Govt. from time to time in this regard. As per condition no. 10, the Trust will not be responsible for leveling uneven sites.

13. Further, the complainant and respondent had entered into 'Agreement to Sale' on 15.12.2012 wherein the allottee covenants and agrees with the Trust with the conditions mentioned in the agreement to sale. Condition no.2 of the Agreement to Sale is reproduced as under:

ERECTION OF BUILDING AND TIME LIMIT: During the ensuing 36 calendar months to be reckoned from the 30 day of August two thousand fourteen (30.08.2014) in intended vendee/allottee shall and will at his own expenses erect upon the said land cover in and complete in a substantial and workman like manner, building in accordance with plans, sanctions, frontage, elevations and designs which shall have been previously approved by the Trust in this behalf.

14. From the allotment letter dated 30.08.2011 and thereafter agreement to sale dated 15.12.2012, one thing is stressed that the allottee has to complete the building after taking approval from the trust means that the possession of the plot is with the allottee immediately after the allotment of plot and had to complete the building within 3 years from the allotment date. After obtaining the possession of the plot from the respondent, the site plans were got prepared by the complainant and the same were submitted by the complainant for sanction of the same. However, the complainant had not submitted any building plan with the Improvement Trust, Gurdaspur.

15. The allottee/complainant in her 'self declaration' before the District Consumer Dispute Redressal Commissioner, Gurdaspur the complainant stated that she is owner of plot no. 80 measuring 500 Sq Yards situated in scheme no. 7 and plot have been purchased by the complainant for Rs. 35,54,000/- and as such complainant is 'owner in possession' of the plot in question. Further, the complainant had issued a legal notice dated 16.03.2021 to Gurdaspur Improvement Trust, wherein it stated that the complainant is 'owner in possession' of plot no. 80 measuring 500 sq Yards situated in scheme no. 7 of Improvement Trust, Gurdaspur. The complainant had already taken over the possession on 30.08.2011 without any demur; and the present complaint was purely an after-thought to try to derive undue benefit and abuse of the process of law. The complainant raised her complainant only after the

demand raised by the respondent on account of non-construction charges, penalties and enhancement charges. Further schedule-1 of the 'agreement to sale' dated 15.12.2012, where it was mentioned that plot no. 79,81 & 91 are in west side, east side and north side of plot no.80 and respondent in his reply dated 18.03.2025, a list of 22 plot holders of 500 Sq Yard who had sanction building plan from the respondent. On perusal of the same it noticed that plot no. 81 and 91 who are adjoining plot to plot no. 80 had also approved building plan from respondent and it show that there are availability of basic facility.

16. I have duly considered the documents on records and submissions of both the parties i.e., Complainant & Respondent. It is held that agreement for sale for Plot No. 80 measuring 500 sq. yards was executed between the parties on 15.12.2012, though the possession of the said plot was taken over by the complainant on 30.08.2011 i.e. before the execution of the agreement for sale. However, as per record, the complainant had failed to produce any evidence whether the complainant had ever approached the respondent regarding the pace of construction/development etc. from the date of possession i.e., 30.08.2011 till the filing of present complaint. There were various phases after taking over the possession where the complainant could have raised the issues, which are raised by way of this complaint e.g., at the time of allotment of plot, at the time of executing the said agreement for sale, at the time of making payments, applying for site plan, sanctioning of site plan, payment of fee towards site plan, at the time of construction, at the time of requesting for water connection, electricity and sewerage connection as well as at the time of submission of completion report from the Architect had neither objected upon the pace of development of the project nor sought completion certificate. It is also pertinent to note here that the complainant neither availed his alternative remedies at the time sanctioning site plan, payment fee towards site plan, at

the time of construction etc. which was available to him since 30.08.2011 i.e., from the date of allotment of plot and taking over of the possession till the filing of present complaint i.e., 09.10.2022. His silence of almost 11 years speaks volumes.

17. It is also admitted fact on record that the respondent had not obtained the Completion Certificate relating to the said project in question, then its plea about the exemption from obtaining Completion Certificate under Punjab Town Improvement Act, 1922 cannot be accepted. A completion certificate under the Real Estate (Regulation and Development) Act, 2016, which is a Central Legislation and has to prevail in case of conflict with a State Law. Also, once the project is registered with this Authority, provisions of RERD Act, 2016 will succeed.

18. The full Bench of the Authority has in 'Nupur Hingad and Anr. Vs. Emaar MGF Land Limited' vide GC No. 1487/2019 held that the objection regarding nonavailability of PCC/CC is valid only till such time as possession is not accepted, and u/s 31 (GC No. 0012/22 - Dr. Ujagar Vs. Barnala Improvement) Page 11 of 14 once an allottee obtains possession he cannot be subsequently allowed to contend that the possession was not lawful since PCC/CC had not been obtained by the promoter at that time.


19. The sewerage connection, water connection, electricity connection for street light, water supply and sewerage Treatment plant was obtained prior to the commencement of the RERD Act under which the complaint has been filed. The condition of the agreement was fulfilled and obeyed by both the parties before the project was registered. The project was got registered as some sales were still pending. There were no provisions to issue completion certificate by the competent authority as submitted by the promoter. The complainant never

raised any issue of deficiencies of service till filing of this complaint. Although the limitation period does not apply on RERD Act, 2016 but a reasonable limitation has to be followed. The complainant did not raise any such issue even after commencement and coming into force of the Act for 5 years. The complainant has not raised any such issue. Further, the project has sewerage-pipelines, electricity-wires, water supply. There was no such obligation under the Act prior to its commencement except in an ongoing project for the allottees whose agreement for sale/possession of the unit/plot/apartment were pending or the work of the said part of the project was incomplete and could not be used independently.

20. The RERD Act, 2016 cannot be applied retrospectively where possession of plot taken much before its commencement even if delay of 11 years is not adjudicated. The provision of Section 18 of the RERD Act, 2016 are not applicable in the facts and circumstances of the case. After taking over possession and after lapse of 9 years of completion, no cause of action arises under RERD Act, 2016 in the facts and circumstances of the case.

21. Therefore, after duly considering the complaint, papers and documents filed with it, reply of the promoter, further submissions of the complainant, arguments of both the parties and in the facts and circumstances of the complaint filed u/s. 31 of the RERD Act, the undersigned find no occasion to allow the prayer of the complainant.

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


(Binod Kumar Singh)
Member, RERA, Punjab