



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.
2. Name & Address of the complainant (s)/ Allottee
3. Name & Address of the respondent (s)/ Promoter
4. Date of filing of complaint
5. Name of the Project
6. RERA Registration No.
7. Name of Counsel for the complainant, if any.
8. Name of Counsel for the respondents, if any.
9. Section and Rules under which order is passed
10. Date of Order

GC No. 0402/2024UR

Sh. Rohit Mittal,
Niahr Singh Wala Road, Ward No. 09, Bhaga Purana, Moga Bhaga Purana, Moga, Punjab - 142038

RLTS Infra Pvt. Ltd.
Branch Office: SCO 01, Ground Floor, Sector-115, Kharar-Landran Highway, SAS Nagar (Mohali), Punjab – 140501.

18.11.2024
Yash Homes
Unregistered
Sh. Gimmy Singla, Advocate for the complainant.
Ms. Gurmeet Kaur, Advocate for the respondent.
Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.
13.01.2026

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

1. The complainant filed the present complaint under the provisions of the Real Estate (Regulation and Development) Act, 2016 alleging non-execution of agreement to sell, non-delivery of possession and violation of Section 13 of the Act in respect of a residential apartment in the project namely "Yash Homes" situated at Sector 123, Mohali, being developed by the respondent.
2. The complainant has averred that for his personal and family use, he applied for allotment of a residential unit in the respondent's project and submitted an application dated 07.07.2023 along with a booking amount of ₹4,00,000/-, pursuant to which a **Ground Floor unit in Tower No. 86 in the project "Yash Homes", Sector 123, Mohali**, was allotted to him for a total consideration of ₹44,90,000/-, and an undated allotment letter was issued. It is alleged that despite repeated visits to the respondent's office, neither the agreement to sell was executed nor possession was delivered, even though the project was represented to be complete, thereby violating Section 13 of the Real Estate (Regulation and



Development) Act, 2016. The complainant further alleges that the respondent acted arbitrarily by transferring an amount of ₹7,00,000/- (₹4,00,000/- relating to the present complaint and ₹3,00,000/- pertaining to another unit) to his bank account on 22.07.2024 without prior intimation or consent, which amounted to an illegal and unilateral cancellation of the allotment. Thereafter, a legal notice dated 15.09.2024 was issued to the respondent, which remained unresponded, and on these averments, the complainant has sought directions for restoration of the allotted unit, delivery of possession along with interest for delay.

3. The respondent filed his reply dated 08.01.2025 denying the allegations made in the complaint. It has been contended that the complainant has not approached the Authority with clean hands and has suppressed material facts. The respondent stated that the complainant had, in fact, submitted two applications both dated 07.07.2023 for allotment of two independent residential apartments in the project and had paid a total amount of Rs.7,00,000/- towards booking amount for both units. It is the specific case of the respondent that two allotment letters were issued in favour of the complainant, but he failed to adhere to the payment schedule and did not pay the balance sale consideration within the stipulated time. Respondent further submitted that as per the terms and conditions of the allotment letter, in case of default in payment, the allottee was liable to pay interest at the rate of 20% per annum compounded quarterly along with restoration charges. Despite demands, the complainant did not pay the balance amount along with applicable interest. It has been pleaded that the complainant thereafter voluntarily approached the respondent, expressed his inability to make further payments, and requested refund of the amount paid, stating that he was no longer interested in purchasing the units. Considering the financial condition of the complainant, the respondent refunded the entire amount of Rs.7,00,000/- to the complainant without any forfeiture, through cheque dated 22.07.2024, which was duly credited to the complainant's bank account. It has been asserted that after receiving the full



refund, the complainant issued a false legal notice and subsequently filed the present complaint with *malafide* intentions.

4. The Authority has considered the pleadings filed by both the parties and perused the material available on record.

5. The first legal argument of the respondent at the outset was that the complainant had no *locus standi* to file the present complaint because they did not fall in the definition of allottee(s) and no agreement to sell in respect of any particular unit in the project was executed between the parties and therefore the complaint was not maintainable. The argument is however without merit in-as-much as the complaints could be filed u/s. 31 of the Act even by any person aggrieved against the promoter of the project. The complainant need not to be necessarily an allottee for filing of complaint. For ready reference, Section 31 of the Act runs 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.”

[Emphasis supplied]

The complainant further stated that despite accepting the said payments neither any allotment letter/buyer agreement was executed by the respondent nor any efforts for offer of possession of any such unit was made by the respondent- promoter despite lapse of 2 years (Approx.). It is held that the complainant is an allottee u/s. 2(d) and the complaint filed u/s. 31 of the Act being ‘Aggrieved Person’ as well as “allottee” is valid.

6. Accordingly, the preliminary objection raised by the respondent regarding *locus standi* and maintainability of the complaint is rejected and it is held



that the complaint filed under Section 31 of the Act is maintainable. The issues that arise for consideration are whether the complainant was entitled to execution of agreement to sell and delivery of possession, and whether the respondent violated the provisions of the Act.

7. It is an admitted position that the complainant applied for allotment of residential unit(s) in the respondent's project and that allotment letters, though undated, were issued in his favour. It is equally evident from the record that the complainant did not pay the balance sale consideration in accordance with the payment schedule stipulated in the allotment letter; however, these assertions remain unsupported by documentary evidence from either side, in as much as the complainant has not produced any material to show that he approached the respondent for execution of the agreement for sale, nor has the respondent placed on record any document to substantiate its assertion that the complainant had sought withdrawal from the project on account of financial constraints or that the respondent had called upon the complainant to execute the agreement for sale to demonstrate its *bonafides*.

8. Upon careful consideration of the pleadings, documents placed on record, and submissions advanced by both the parties, this Bench records the following findings:

i) It is an admitted position that the complainant applied for allotment of residential unit(s) in the respondent's project and that allotment letters, *albeit* without any date, were issued in his favour. Issuance of an undated allotment letter by the respondent, coupled with its acceptance by the complainant without protest, clearly reflects lack of due diligence on the part of both parties and indicates their tacit connivance with each other, which is contrary to the spirit and scheme of the Real Estate (Regulation and Development) Act, 2016.



ii) It is further evident from the record that after payment of the booking amount of ₹4,00,000/- on 07.07.2023, both parties remained completely silent for almost one year. Neither the complainant produced any documentary evidence to show that he approached the respondent for execution of the agreement for sale, nor did the respondent place on record any document to demonstrate that it called upon the complainant to execute the agreement for sale or to make further payments in accordance with the alleged payment schedule. The conduct of both parties, therefore, lacks *bonafides*.

iii. The complainant has alleged that he paid amounts as per the payment schedule; however, no payment schedule has been annexed with the complaint. On the other hand, it is equally evident that the complainant did not pay the balance sale consideration in accordance with the terms mentioned in the allotment letter. These rival assertions remain unsupported by documentary evidence from either side. The respondent has also failed to substantiate its plea that the complainant sought withdrawal from the project on account of financial constraints.

iv. The Bench further observes that the complainant was duty bound under Section 19(6) of the Real Estate (Regulation and Development) Act, 2016, to make timely payments as per the terms of allotment. Simultaneously, the respondent was obligated under the Act to ensure execution of the agreement for sale in accordance with law. Both parties have failed to discharge their respective statutory obligations.

v. Significantly, it is also not in dispute that the complainant was aware, at the time of booking and even at the time of filing of the



present complaint, that the project in question was not registered with the Authority under the Act. Despite such knowledge, the complainant chose to book a unit in an unregistered project, which again reflects connivance between the complainant and the respondent and is against both the letter and spirit of the RERA Act, 2016.

8.2 In view of the foregoing facts and circumstances, the Bench is of the considered opinion that both the complainant and the respondent have failed to establish their *bonafides*. The conduct of the parties, including acceptance and issuance of an undated allotment letter, prolonged silence for a substantial period after receipt of the booking amount, and failure on both sides to place on record any contemporaneous documentary evidence in support of their respective assertions, clearly disentitles the complainant from the discretionary relief of restoration of allotment or delivery of possession. Moreover, it is an admitted position that the entire amount deposited by the complainant already stands refunded on 22.07.2024. In these circumstances, directing restoration of the allotment or delivery of possession of the ground floor unit in Tower No. 86 in the project "Yash Homes", Sector 123, Mohali, at this belated stage would neither be just nor feasible, particularly when circumstances relating to ownership, availability of the unit, and possible third-party rights may have undergone change during the intervening period of nearly one year. Accordingly, the relief sought by the complainant for restoration of the allotted unit and delivery of possession is hereby declined.

8.3 However, the Bench cannot lose sight of the fact that the respondent admittedly retained and utilized the complainant's amount of ₹4,00,000/- for the period from 07.07.2023 till 22.07.2024. Even though the complainant has been found disentitled to restoration of allotment or possession, the respondent cannot be permitted to unjustly enrich itself by retaining the complainant's money without compensating him for the period of such retention. In the interest of equity and



fairness, and in consonance with the objectives of the Real Estate (Regulation and Development) Act, 2016, the complainant is held entitled to interest on the said amount for the aforesaid period. Accordingly, the respondent is directed to pay interest to the complainant on the amount of ₹4,00,000/- at the rate prescribed under the Act for the period from **07.07.2023 to 22.07.2024**.

9. In view of the above, the complaint is **disposed of as per above directions** and complainant is **entitled to interest** upon the already refunded amount of Rs.4,00,000/- **for the period 07.07.2023 to 22.07.2024 @ 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 30.11.2025 is calculated as follows:-

Interest payable from	Principal Amount paid	Interest calculated till	Delay in months	Interest payable
D	E	F	I	J
01.08.2023	4,00,000/-	30.06.2024	11	39,600/-
Total interest to be refunded				39,600/-

10. 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.

11. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the 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.

12. Further the interest of Rs.39,600/- 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.39,600/- entitled to interest** upon the already refunded amount of Rs.4,00,000/- for the period **07.07.2023 to 22.07.2024**.

13. The amount of **Rs.39,600/-** 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.39,600/-** determined as interest amount as per Para no. 8 & 9 of this order, 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.

14. 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**. 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. Rohit Mittal are held to be **Decree Holders** and the Respondent i.e. **M/s. RLTS Infra Pvt. Ltd. as judgment debtor for the purposes of recovery under this order.**



15. No other relief is made out.

16. It is also seen that the present complaint pertains to a project which is not registered with this Authority. In this regard, Secretary of this Authority is hereby directed to get a report from Legal/Admin Section on the following points and put the same before this bench for taking appropriate action under the Act:-

i. Whether any proceedings u/s. 59 of the Act, to which the present complaint pertains is ***pending adjudication OR Filed*** by any other Bench of this Authority?

OR

ii. Whether this Authority has received any application for registration of the un-registered project?

Accordingly, Registry of this Authority is also directed to send a copy of this order to the Secretary for taking necessary action as ordered above and putting up the same separately before the same bench where proceedings are going on or otherwise before this Bench, to avoid multiplicity.

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

Chandigarh
Dated: 13.01.2026



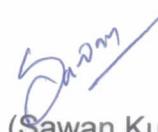

(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/ 107-112


Dated:- 14/01/2026

A copy of this order is hereby forwarded to the following for their information and necessary action:-

1. Sh. Rohit Mittal, Niahr Singh Wala Road, Ward No. 09, Bhaga Purana, Moga Bhaga Purana, Moga, Punjab - 142038
2. RLTS Infra Pvt. Ltd., Branch Office: SCO 01, Ground Floor, Sector-115, Kharar-Landran Highway, SAS Nagar (Mohali), Punjab – 140501.
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.