

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

Complaint No. GC No.0230 of 2025  
Date of Institution: 09.06.2025  
Date of Decision: 24.04.2026

Gaurav Kalyan, 40A, Nature Huts 3, Village Khanpur, Tehsil Kharar,  
Punjab-140301

...Complainant

Versus

M/s Manohar Infrastructure and Constructions Pvt. Ltd through its  
Directors, SCO No.139-141, Sector 17C, Chandigarh PIN Code-160017

....Respondent

Present: Shri Gaurav Kalyan, complainant in person  
Shri Manmohan Sharma, Advocate for the respondent

**ORDER**

This complaint was filed in Form 'M' on 09.06.2025 by the complainant Inder Singh, in his individual capacity under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act) read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2016, against the respondent M/s Manohar Infrastructure and Constructions Pvt. Ltd seeking a direction to respondent to hand over the possession of the house/flat.

2. In brief the case of the complainant had had been allotted Flat number 1545 TF measuring 980 Sq. ft of super area in project named Palm Residency, "The Palm", New Chandigarh by respondent. The allotment letter for this house was issued by the respondent vide their

letter reference number PR 429 dated 22.06.2022 (Annexure A). Basic sale price of flat was Rs.45,00,476/- (GST extra) (Annexure B). Thereafter, a demand letter was issued vide their reference number PR 429 dated 12.05.2023 wherein a sum of Rs.29,98,538/- was demanded against completion of brick work (82.50% of BSP). The amount was deposited through RTGS on 24 May 2023 vide their receipt no. 6875 dated 25.03.2023 (Annexure C). Accordingly, till date a sum of Rs.38,98,538/- has been deposited with respondent to secure a house.

2.1 As per clause 4.2 of the agreement dated 24.06.2022, due date to handover the possession of the independent floor was on or before 31st December 2024 (Annexure D). No possession of the house has been handed over to the complainant even after requesting many times. The complainant had also submitted his concern in writing vide letter dated 03.11.2024 (Annexure E) and 17.01.2025 (Annexure F) wherein a specific request was made to handover the accommodation as agreed upon. Both these letters were dispatched through registered post and delivered to their address. Till date no possession of the house has been handed over to the complainant.

3. Upon notice Shri Manmohan Sharma, Advocate appeared for the respondent and submitted his reply on 28.10.2025 to the following effect:

3.1 Respondents have taken preliminary objections that the complaint is not maintainable as the same has not been filed as per the mandatory provision of law and is not validly instituted. It is further contended that the instant complaint is barred under the Act of 2016 for the subject matter in dispute, so this Authority has no jurisdiction to entertain and

try the present complaint. The complainant has concealed various material facts and mis-stated facts. It is further alleged that the complainant failed to deposit any further amount as per the payment plan and construction get impacted due to the delay and non-payment of the outstanding due amount, which have not been paid till date. It is also alleged that the relief sought by the complainant cannot be granted in summary proceedings. Respondent further stated that due to the non-payment by the allottees like complainant the area (2BHK) of the project in which the questioned flat was to be constructed has not been constructed.

3.2 Respondent further submitted that due to some un-avoidable circumstances, now the respondent is compelled to stop the construction of the aforementioned (2BHK) area of the project and there is no possibility to complete the construction of the questioned property in the nearby future as well, therefore, it has left the respondent with no option left but to refund the received amount of the complainant along with the interest from the date on which the possession was committed.

3.3 Respondent admitted that the complainant booked a 2BHK flat (980 sq.ft), Flat No. 1545, Top Floor, on dated 22 June, 2022 in the upcoming project of the respondent company namely 'The Palm Residency', which was to be developed in the project of the respondent company at Mullanpur, New Chandigarh. An agreement for the questioned flat was executed between the complainants and the respondent company on 24.06.2022. Respondent also admitted the receipt of the payment as stated by the complainant.

3.4 Respondent stated that the complainant had already been

informed about the un-avoidable circumstances which have affected the construction of the questioned property and the respondent requested the complainant to get refund of the amount as the possession of the flat is not possible nearby in future.

4. During the hearing proceeding, the complainant reiterated the contents of his complaint and prayed that possession of the flat may be given along with interest for the delay in the delivery of the flat. During the subsequent hearing, the council of respondent stated that due to technical issue, the construction has been stopped and there is no possibility to carry out the project further. It was also stated by the respondent that since there is no possibility to carry out the project further thus the company has started refunding the invested amount with interest to applicant as is it not feasible to make allotment of the flats. It was also submitted that the matters which are under litigation, the Respondent company has proposed to make refund, which is pending adjudication.

5. Perusal of the agreement dated 24.06.2022 reveal that possession of flat was to be provided by 31.12.2024 and cost of the flat was at Rs. 45,00,476/-, out of which complainant paid Rs.38,98,538/-. The prayer of complainant is for possession of 2 BHK flat and interest for the period of delay.

5.1. On the other hand, respondent stated that no construction is possible and also made submissions as mentioned above. Thus, from the above facts, it is established on record that complainant booked 2 BHK flat bearing No.1545 TF, Third Floor on 22.06.2022 in upcoming project "The Palm", for a total sale consideration of Rs.45,00,476/- mentioned in the agreement dated 24.06.2022 and possession thereof

was to be delivered on 31.12.2024 and till date possession has not been offered to complainant.

5.2. Considering the relief sought that the complainant intends to get the delay period interest and possession of unit along with submission of the respondent that the project is not likely to be completed in close proximity and the Respondent has not given any commitment of time to complete the project, the allottee can't be left to wait indefinitely and he can't be left in lurch, the complaint is partly allowed. It is a validated principle that inordinate delay in offer of possession amounts to deficiency in service, and if it is proved, then it is sufficient to grant relief of refund without examining other grounds.

5.3 The respondent further submitted that in its written submission that complainant has already been informed about the circumstances which has affected the construction. It has contended that due to some unavoidable circumstances this project is stopped and Respondent is not certain whether the project will be completed or not in future. It was proposed by the Respondent that Complainant is at liberty to take refund. During the hearing on 20.03.2026, the 'complainant in person' along with his father submitted that they want to withdraw from the project and requested for the full refund of the deposited money along with interest as per provisions of section 18 of RERD Act. The Respondent also responded by handing over two cheques of Rs.10.00 Lakh each to complainant.

6. The authority has carefully considered the rival contentions, the documents submitted and the judicial pronouncements referred by either side. Further, admission of the respondent on 08.07.2025 that he is ready to refund the paid amount along with interest as per provisions under Section 18(1) of the Real Estate (Regulation and

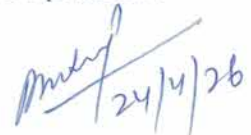
Development) Act,2016, and willingness of complainant to withdraw from the project, the respondent is directed that:

6.1 The respondent M/s Manohar Infrastructure and Constructions Pvt Ltd will refund the sum of Rs.38,98,538/- along with interest at the rate of 10.80% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 from respective date of payment paid to the respondent till the actual realization of refund of principal and interest amount. The respondents are 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.

7. It may be noteworthy that in case compliance report is not submitted by respondent after the expiry of above stated period and further any failure to comply with or contravention of any order, or direction of Authority may attract penalty under Section 63 of this Act of 2016.

8. The complainant is also directed to submit report to this Authority that they have received the amount of interest along with the principal amounts directed in this order.

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



(Binod Kumar Singh)  
Member, RERA, Punjab