

Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018

Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.

Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

1. Complaint No.		GC No. 0411/2025
2. Name & Address of the complainant / Allottee	1	Ms. Gurcharan Kaur W/o Sh. Balbir Singh, R/o H. No. 1284, Sector 21-B, Chandigarh-160022.
	2	Mr. Ramandeep Singh Bhatia S/o Sh. Balbir Singh, R/o H. No. 1284, Sector 21-B, Chandigarh-160022.
3. Name & Address of the respondent (s)/ Promoter(s)		Sh. Dheeraj Sharma S/o Sh. Parshotam Lal Sharma, Prop. M/s Balaji Properties, S.C.O. 1-2, First Floor, Sector- 125, Sunny Enclave, Near Mandir, SAS Nagar (Mohali)-140301. AND RESIDENT OF H. No. 2051, Sector 125, Sunny Enclave/ Kharar, SAS Nagar (Mohali)-140301.
4. Date of filing of complaint		30.09.2025
5. Name of the Project		N. A.
6. RERA Registration No.		N. A.
7. Name of Counsel(s) for the complainant, if any.		The complainant in person.
8. Name of Counsel(s) for the respondents, if any.		N. A.
9. Section and Rules under which order is passed		Section 31 read with section 40(1) of the RERD Act, 2016
10. Date of Order		30.06.2026

Order under section 31 of Real Estate (Regulation & Development) Act, 2016

The present complaint dated 30.09.2025 has been filed by Ms. Gurcharan Kaur & Sh. Ramandeep Singh Bhatia (hereinafter referred as the 'Complainants' for the sake of convenience and brevity) under section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as 'the RERD Act, 2016' for the sake of convenience and brevity) read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules' for the sake of convenience and brevity) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority' for the sake of convenience and brevity) seeking refund of balance amount of ₹.13,20,000/- against an Agreement to Sell dated 19.12.2024 executed between the complainants and Sh. Dheeraj Sharma, the respondent,



relating to commercial property/ SCO-36, (size 15X50), Sector 123, A Block, Opp. Vidya Valley, School Sunny Enclave, Kharar/ SAS Nagar (Mohali).

2. The brief gist of the complaint is that the Complainants entered into an Agreement to Sell on 19.12.2024 with Sh. Dheeraj Sharma S/o Sh. Parshotam Lal Sharma, for purchasing a commercial plot measuring 15X50 sq. yards bearing no. 36, Sector 123, A Block Market, Sunny Enclave, Kharar/ SAS Nagar, Mohali. As per copy of Agreement To Sell dated 19.12.2024 placed on record by the complainants, the complainants agreed to purchase the plot detailed above, from respondent for consideration of ₹.70,00,000/-. The complainants paid an amount of ₹.15,00,000/- through cheque [₹.5,00,000] & cash [₹.10,00,000/-] and the said sale transaction was to be completed by the end of 20.02.2025 to 30.03.2025. The complainants have claimed that they have paid initial biana of ₹.15,00,000/-, ₹.5,00,000/- through RTGS on 02.01.2025, ₹.5,50,000/- on 28.01.2025 and ₹.2,65,500/- through google pay & cash for registry & layout. As per the complainants, the seller has played fraud with them and they had filed complaint with Economic Offences Wing, Punjab Police, Mohali where the seller acknowledged receipt of ₹.28,06,500/- and entered into a compromise resulting into issue of four post dated cheques for an amount of ₹.10,00,000, ₹.5,00,000/-, ₹.5,50,000/- & ₹.7,50,000/- each. The cheques of ₹.10,00,000/- & ₹.5,00,000/- were initially got dishonoured but later on was paid by the respondent through online transfer of ₹.10,00,000/- and ₹.4,80,000/- in installments remaining ₹.20,000/- being still unpaid. The remaining two cheques of ₹.5,50,000/- & 7,50,000/- were got dishonoured and are still unpaid. Thereafter, the complainants approached this authority seeking refund of balance amount.

3. The complainants were asked to explain that whether they can be held as allottees as per section 2(d) of RERD Act, 2016? The complainants were asked to justify the maintainability of the complaint as apparently there is no relation of allottee and promoter between the complainants and the answering respondent. It was found that the deal in question is a private deal between two persons and the respondent does not fall under the definition of the promoter under section 2(zk) of RERD Act, 2016. The complainants were asked to demonstrate the applicability and invocation of any provisions of the RERD Act, 2016 as the present case falls outside the jurisdiction of the Authority. The complainants have failed to demonstrate with cogent documentary evidences that the said complaint falls within the preview of this Authority under section 31 of RERD Act, 2016.



4. It is observed that once it is held that the complaint filed by the complainant is within the provisions of the RERD Act, 2016, only then it can be proceeded and adjudicated. As per section 31 of RERD Act, 2016, any aggrieved person may file a complaint for any violation of contravention of the provisions of RERD Act, 2016, RERD Rules, 2017 and regulations made thereunder against any promoter allottee or real estate agent. At the first instance, the complainant has to place on record the documents showing their relationship as allottees with promoter or real estate agent. The definition of allottee as per section 2(d) of RERD Act, 2016 reads as under:-

(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;

5. This Authority, given the aims and objectives of the Real Estate Regulatory legislation and considering the clear statutory limitations on its adjudication powers has to satisfy itself whether the Complainant is an allottee and whether the promoter is in default of obligations under Section 18 of RERD Act, 2016 relating to the said sale transaction. Here, the complainants have failed to satisfy that they are allottees of the project of the respondent and the seller is in default of its obligation. The overwhelming objective of RERA is to benefit allottees/promoters and protect them against the frauds committed by promoters in real estate projects. This is a case of purely between two private parties and does not come within preview of RERD Act, 2016.

6. In this case, the complainants have claimed right through an Agreement to Sell dated 19.12.2024. Therefore, to the extent that there was document dated 19.12.2024 between the complainants and the respondent is factually correct but the Agreement to Sell is not between a promoter and the allottees. In this case, only an amount of ₹.28,06,500/- has been claimed to be paid by the complainants and an amount of ₹.14,80,000/- have been received back by the complainants from the seller/ respondent. Therefore, the case of the complainants is not covered under the definition of allottee and of the respective seller as promoter as per section 2(d) and 2(zk) of RERD Act, 2016 respectively.



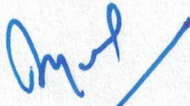
7. The complainants are under obligation to show with documentary evidence that the agreement to sell is valid, legal and subsisting on the date of filing complaint between the allottee and the promoter. In this case, fraud has been alleged against the seller who is neither the promoter nor the real estate broker. In this case, it is not within power of this authority to adjudicate the issues between a buyer and a seller who is not a promoter. Therefore, the case of the complainants does not come within preview of this authority.

8. This complaint is therefore dismissed in limine without any comments on the merits of the case. The findings and the comments of this order will not have any bearing on the merits of the case before any other authority as the respondent has not been given any opportunity to file the reply and is not heard on any issue or submissions of the complainants. The complainants are free to pursue any other remedy available under any other law. It is held that the complaint is not maintainable before this Authority under the provisions of RERD Act, 2016, hence dismissed.

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

Chandigarh
Dated: 30.06.2026



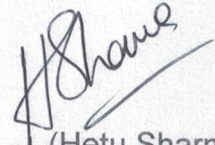

(Rakesh Kumar Goyal)
Chairman
RERA, Punjab.

Endst. No. RERA/Pb/PA-CM/2026/ 876-881

Dated: .06.2026

A copy of the above order may be sent to the followings:-

1. Ms. Gurcharan Kaur W/o Sh. Balbir Singh, R/o H. No. 1284, Sector 21-B, Chandigarh-160022.
2. Mr. Ramandeep Singh Bhatia S/o Sh. Balbir Singh, R/o H. No. 1284, Sector 21-B, Chandigarh-160022.
3. The Secretary, RERA, Punjab.
4. Director (Legal), RERA, Punjab.
5. The Complaint File.
6. The Master File.


(Hetu Sharma),
P.S. to Chairman,
RERA, Punjab.