

**BEFORE SH.R.S.RAI, ADJUDICATING OFFICER,
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB
PLOT NO.3, BLOCK-B, FIRST FLOOR, SECTOR 18A,
MADHYA MARG, CHANDIGARH.**

Complaint No.AdCNo.0083 of 2022

Date of Institution:28.10.2022

Date of Decision:24.09.2026

1. Renu Choudhary.
2. Amit Choudhary, both R/o 908, Sector 12A, Panchkula, Haryana.

.....Complainants.

Versus

1. Sushma Buildtech Limited, Unit No.B-107, Ist Floor Business Complex Elante Mall, Industrial Area, Phase-1, Chandigarh.
2. Binder Pal Mittal, Unit No.B-107 Ist Floor Business Complex Elante Mall, Industrial Area, Phase-1, Chandigarh.
3. UCO Bank, SCO.395, Sector-8, Panchkula, Haryana.

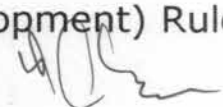
.....Respondents

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

Present: Mr. Hrithik Chaudhary Advocate, for complainants.
Mr. Vishal Singal Advocate, for respondent No.1.
Complaint withdrawn against respondent No.2
vide order dated 12.11.2025.
Respondent No.3 Ex-Parte.

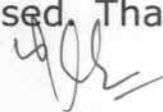
ORDER

Present complaint has been filed by the complainants, under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") read with Rule 37 of the Punjab State Real Estate (Regulation and Development) Rules 2017,



(hereinafter called as the Rules) against the respondents/promoters, seeking compensation of Rs.5,00,000/- for causing mental agony and harassment. They have also sought compensation on the ground of loss of the benefit of capital gain exemption and rental cost, interest cost incurred by them.

2. Brief facts of the complaint are that the complainants applied for allotment of the flat for themselves and the respondents had allotted a 3BHK residential Unit No.01002 on 10th floor in the real estate project, vide allotment letter dated 17.11.2020 at village Gazipur, Tehsil Derabassi, District SAS Nagar, Pb. That complainants have already paid Rs.6,33,610/-, at the time of booking toward the said flat vide receipts No.6934 dated 17.10.2020 and 6958 dated 23.10.2020 as a part payment. Total consideration of the flat was Rs.45,01,150/-. An agreement has also been executed between the complainants and the respondents No.1 & 2 on 17.11.2020, in this regard. Complainants purchased the said flat from the respondents No.1 & 2 after selling their residential property at Sector 21, Panchkula and to get benefit of exemption under Income Tax Act and to avoid rental costs. Respondents promised to give possession of the property by 19.05.2022, as per clause 7.1 of the Agreement. However, they failed to deliver possession of the said flat in time as promised. That due to

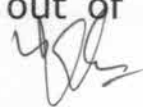


default of respondents in handing over possession of the flat in time, the complainants lost benefit of capital gain exemption available to them and they also incurred rental expenses. The complainants are paying installments regularly without any default till date. That despite receiving approximately 80% of the total amount of Rs.35,95,601/-, the respondents have failed to complete the project and to hand over possession of the flat in time. Further, despite of several reminders through whatsapp, e-mails and other channels, the respondents have failed to hand over possession of the said flat to the complainants in time and are lingering on the matter on one pretext or the other. Complainants requested them to compensate the loss incurred by them in the form of losing capital gain exemption, rental cost and interest etc., in the terms of Section 18 of the Act, but of no use. Hence, this complaint.

3. Upon service, respondent No.1 appeared and contested this complaint by filing reply. It took preliminary objection that the present complaint is not maintainable and is liable to be dismissed without going into the facts of the case. The complainants have executed agreement and both the parties are bound by the terms and conditions of the said agreement. That the project was delayed due to pandemic of COVID-19 and the said eventuality was beyond the control of respondents and constituted a "Force Majeure"



event. That due to Covid-19 and its reoccurrence in December 2020 and January 2021, the construction work was largely impacted and unit could not be completed as per agreement. That the agreement also postulates the extension of time due to "Force Majeure" even and thus the respondents are entitled to extension of time. That respondents have not sought complete payment from the complainants and without paying the complete amount towards the sale price, complainants could not seek possession of the unit. Further, this Forum is not appropriate forum for seeking interest under Section 18 of the Act. The respondents are expediting the construction and are committed to provide the possession of the flat as soon as possible and for any delay, excluding the period of "Force Majeure", they are bound by the terms and conditions of Buyer Agreement. That without the matter being adjudicated by RERA Authority as to delay in offer of possession, this Forum cannot grant any compensation as claimed. The present complaint does not fall within the parameters as set by the Hon'ble Appellate Tribunal for grant of compensation, if any. The complainants have failed to make out a case in their favour for any relief, so they are not entitled to any compensation etc., as claimed. The present complaint is an abuse of process of law and no cause of action has arisen to file it. That out of total sale



price of Rs.50,35,150/- complainants have made payment of Rs.39,87,204/- only. Denying rest of the averments of the complaint, a prayer has been made for its dismissal, with costs.

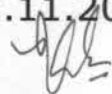
This complaint was withdrawn by the complainants against respondent No.2 on 12.11.2025. Respondent No.3 was served, but it was proceeded against exparte due to non appearance.

4. Rejoinder was filed by the complainants, reiterating the contents of their complaint while denying the contents of written reply of the respondent.

5. Violations and contraventions contained in the complaint were put to the representative of the respondents, who denied the same. Thereafter, the complaint was proceeded for further enquiry.

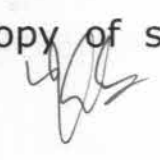
6. I have heard the representatives of the parties, who addressed the arguments on the lines of their pleadings/submissions, as summarised in the earlier part of this order. I have also carefully gone through the case file, with their able assistance.

Ld. Counsel for complainants argued as per complaint that the flat in question, was booked by the complainants in the project of the respondents-promoters for a total sale price of Rs.50,35,150/- and an agreement was executed between the parties on 17.11.2020 in this



regard. He further argued that respondents have failed to deliver possession of the flat in question within the prescribed time, as detailed in Para No.2 of this order. By referring pleadings of the complainants, learned counsel further argued that the complainants have suffered mental agony, harassment at the hands of the respondent/promoter, so a case is made out in their favour for grant of compensation, rental cost, interest etc., as claimed in the prayer clause of this complaint. He lastly prayed that this complaint may be allowed, as per its prayer.

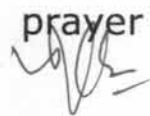
On the other hand, learned counsel for respondent No.1 argued that the project was delayed due to pandemic Covid-19, which was beyond control of the respondent/promoter and as such the project could not be completed within prescribed time. He further argued that out of Rs.50,35,150/-, the complainants have made payment of Rs.39,87,204/- only and without making entire payment, they could not seek possession of the flat in question. Ld. Counsel further argued that possession of the flat was to be delivered to the complainants on or before 20.05.2022, which was subject to payment of entire cost of the said flat. He further submitted that complainants have also been given interest w.e.f 20.05.2022 vide order dated 25.02.2025 passed by Hon'ble Authority (RERA) Pb. for the delayed period as per Section 18 of the Act. Copy of said order



passed by the Hon'ble Authority is available on the record of this complaint. He further argued that keeping in view the said order dated 25.02.2025, present complaint is not maintainable nor the complainants deserve any relief through this complaint, as per Section 18(1) of the Act, because they have already been compensated by the Hon'ble Authority RERA, with the amount of interest on the ground of delay in delivery of possession of the flat. He lastly prayed for dismissal of this complaint with costs.

7. I have paid a considerable thought to the submissions of Ld. Representatives of the parties and have perused their pleadings, evidence and copy of order dated 25.02.2025 passed by the Hon'ble Authority (RERA), Pb. in complaint bearing GC No.0519 of 2012 in favour of the complainants. Vide this order Hon'ble Authority has allowed interest for the delayed period qua possession, to the complainants. This order is not disputed by any of the parties, nor the same has been set aside by any competent authority. So, both parties are bound by the findings of this order. Copy of this order is available on the record of this complaint.

Main dispute is with regard to the maintainability of this complaint, as per the provisions section 18 (1) of the Act. It is case of the complainants that they are entitled for appropriate compensation etc., as per prayer of the



complaint, because of their harassment and mental agony due to delay in delivery of possession of the flat, caused by the respondent. On the other hand, plea of the respondent is that the complainants have not withdrawn from the project and they have already been compensated with good amount of interest as per order of the Hon'ble Authority dated 25.02.2025, so the present complaint, claiming compensation etc., is not maintainable as per Section 18 (1) of the Act. Keeping in view all these things, for proper and effective disposal of this complaint, perusal of Section 18 of the Act is very important, which is reproduced as under:-

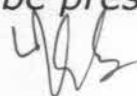
"18.(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, —

(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) xxxx xxxx

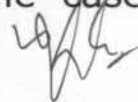
*he shall be liable on demand to the allottees, **in case the allottee wishes to withdraw from the project**, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf **including compensation** in the manner as provided under this Act*

*"Provided that where an **allottee does not intend to withdraw** from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*



A close scrutiny of the aforesaid Section 18(1) of the Act, leaves no manner of doubt that this Section deals with the matters in which the project of the case is not completed by the promoter, within the stipulated period as per terms and conditions settled between the parties. In that eventuality the allottee has the option of withdrawing from the project and seek the relief of refund of the paid amount alongwith interest, as per rules and also compensation. However, if the complainant chooses to remain in the project, then the only remedy provided for the default of the promoter in completion of the project, is to get interest on the paid amount from the stipulated date of possession, till the actual date of delivery of possession.

8. Now coming to the case in hand, admittedly, the complainants have not withdrawn from the project, rather, they have availed the remedy of claiming interest on the paid amount for the delayed period, before the Hon'ble Authority, vide order dated 25.02.2025. In view of findings of our Hon'ble Supreme Court in **Civil Appeal 6745-6749 of 2021, titled M/s Newtech Promoters and Developers Pvt. Ltd. Vs State of UP and others etc.**, alongwith connected appeal decided on 11.11.2021, remedy seeking relief of Interest, Refund of Amount, lies with the Hon'ble Regulatory Authority (RERA), whereas remedy qua compensation lies with this Bench. In the case in hand,



admittedly the complainants have chosen to continue with the project, so they are not entitled to seek compensation under the Act, as is clear from above mentioned Section 18 (1) of the Act. Wording of this provision of the Act, makes it crystal clear that allottee/complainant can only seek compensation, if he/she withdraws from the project. Otherwise, if he/she does not intend to withdraw from the project, he/she shall be paid only interest for every month of delay, till handing over the possession, at such rate as may be prescribed and this remedy has already been availed by the complainants of the case in hand. Keeping in view all these facts and circumstances, coupled with Section 18 of the Act, since the complainants have not withdrawn from the project, so they are not entitled for compensation and other reliefs, as claimed by them through this complaint. So, this complaint deserves dismissal.

9. As a result of my above discussion, this complaint stands dismissed and disposed of, with no order as to costs. A copy of this order be sent to the parties, free of costs, under rules. File be consigned to the record room, after necessary compliance under rules.

Pronounced
Dated: 24.09.2026


(R.S. Rai) 24/9/2026
Adjudicating Officer
RERA, Punjab

Renu Choudhary & Anr. Vs M/s Sushma Buildtech Ltd.&
Others.

Complaint No.AdCNo.0083 of 2022

Present: Mr. Hrithik Chaudhary Advocate, for complainants.
Mr. Vishal Singal Advocate, for respondent No.1.
Complaint withdrawn against respondent No.2
vide order dated 12.11.2025.
None for respondent No.3.

Arguments were completed and the matter was
reserved for order. File taken up today as the order is ready.

This case has been called several time since
morning, but none is present on behalf of respondent No.3.
Perusal of record shows that on last 7 dates, none has come
present on behalf of respondent No.3. It is already 4.00 p.m
and respondent No.3 stands proceeded against exparte.

Vide my separate detailed order of even date,
present complaint stands dismissed and disposed of, with no
order as to costs. A copy of this order be sent to the parties,
free of costs, under rules. File be consigned to the record
room, after necessary compliance under rules.

Pronounced
Dated:24.09.2026


(R.S. Rai) 24/9/2026
Adjudicating Officer
RERA, Punjab