

**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. RERA/AdC No.0055 OF 2024

Date of Institution:18.04.2024

Date of Decision:10.12.2025

Vandana Negi, R/o Street No.2, Lok Sewak Colony, Sirhind,
Fatehgarh Sahib, Punjab, Pin Code 140406

.....Complainant.

Versus

1. M/s Address Infrastructures Pvt. Ltd., Through Its
Managing Director, Sector 17, PR-4, Near International
Cricket Stadium, New Chandigarh, SAS Nagar (Mohali),
Punjab Pin Code 160014.

2. Ankit Sidana, M/s Address Infrastructures Pvt.Ltd.,
Sector 17, PR-4, Near International Cricket Stadium,
New Chandigarh, SAS Nagar (Mohali), Punjab Pin Code
160014.

.....Respondents.

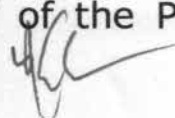
Complaint under Section 31 of the Real Estate
(Regulation and Development) Act 2016.

Present: Mr. Sanjay Singh, Authorized Representative of
the complainant.

Mr. Mohammad Sartaj Khan Advocate, for the
respondents No.1 & 2.

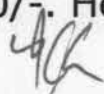
ORDER

Present complaint has been filed by the
complainant, 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

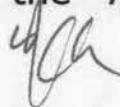


State Real Estate (Regulation and Development) Rules 2017, (hereinafter called as the Rules) against the respondents/promoters, seeking compensation, rent amount and litigation expenses etc.

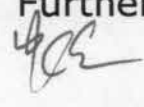
2. Brief facts of the complaint are that complainant purchased a Flat (G/903) from the respondents in February, 2023 and as per the agreement for sale dated 15.02.2023, she was promised to deliver possession of the flat in December 2023, but no possession was delivered to her. Rather the Sales Manager of the respondents stopped attending her calls. Further, it is averred that complainant visited office of the respondents many times, but the respondents informed her that their project was given six months extension from Real Estate Regulatory Authority (hereinafter referred to as "RERA") They further told that they would provide compensation to her, after six months. But no such extension was ever given by RERA from February 2023 till date, to the said project of the respondents. Complainant further averred that this is breach of contract committed the respondents. That she has not been given any compensation for the delay in delivering possession of the flat. The complainant has sought compensation @ Rs.40,000/- per month on the grounds of payment of rent, harassment, mental agony etc., alongwith litigation expenses of Rs.1,00,000/-. Hence, this complaint.



3. Upon service, respondents put in appearance and contested this complaint, by taking preliminary objections that the present complaint is not maintainable and has been filed with malafide intention to derive monetary benefits from the respondents. The present complaint is gross abuse of process of law and is liable to be dismissed with costs. That complainant has not approached this Bench with clean hands and has concealed and manipulated the material facts. The complainant had applied for a residential apartment in the project, vide Application No.5043 dated 09.02.2023 and had been allotted an apartment bearing No.G/903 having total super/carpet area of 1150/633.500 square feet, Type 3-BHK, Unit No.903, Floor 9th in Tower No.G in the said Project vide Agreement for sale dated 15.02.2023, copy of which is Annexure C-1 and copy of Allotment Letter dated 09.02.2023 is Annexure R-2. As per clause 1.2 of Agreement to Sell dated 15.02.2023, the basic sale price for the unit based on Carpet Area was fixed at Rs.52,00,000/-. As per statement of account given by CRM Department, complainant had paid only Rs.46,70,000/-, copy of which is Annexure R-3. The present complaint is liable to be dismissed on the ground of maintainability, as it is clearly mentioned in Article 33 of the Agreement for Sale dated 15.02.2023, that all disputes, differences or disagreement arising out of the Agreement, shall be



mutually discussed and settled between the parties. However, the complainant breached the said term/Article of the Agreement by filing present complaint before this Bench with malafide intention to degrade the respondents. Further, as per Article 33 of the said Agreement, any dispute of similar nature and respective rights and obligations of parties shall be settled amicably by mutual discussion, failing which the same shall be settled through Arbitration. That the complaint is bad for non-joinder of necessary party i.e HDFC Bank, as a Tripartite Agreement was executed among the complainant, respondents and Housing Development Finance Corporation Limited and as per statement of account given by CRM Department, Rs.36,30,000/- through RTGS was paid by HDFC bank, copy of said Tripartite Agreement alongwith permission to mortgage is Annexure R-4. That the then Adjudicating Officer, RERA, Punjab vide order dated 24.11.2023 in case AdC No.0038 of 2022, titled as **Archana Lawrence Vs. M/s Sushma Buildtech Limited**, came to the conclusion that as per the provisions of Section 18 of the Act, complainants are not entitled to any relief of compensation because they have not opted to withdraw from the project and want to remain in the project and the relevant Para of the said judgment has been reproduced in Para No.8 of written reply of respondents. Further, it is averred that



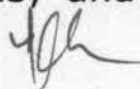
complainant did not opt to withdraw from the project and wants to remain in the project seeking compensation on delayed possession etc., is nothing but is an abuse of process of law and is not maintainable. That complainant has failed to produce on record any single document to claim rent and she is not entitled for anything more, by way of compensation. Denying rest of the averments of the complaint, a prayer has been made for dismissal of the complaint.

4. Rejoinder to the reply was filed by the complainant, reiterating the contents of her complaint and denied those of the reply filed by the respondents, at every stage of the proceedings in this case.

5. Violations and contraventions contained in the complaint were put to the representative of the respondent, to which he denied and did not accept the allegations. Then the complaint was proceeded for further enquiry.

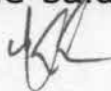
6. I have heard learned authorized representatives of the parties and have gone through the record of this case carefully, with their able assistance. Each party argued his case on the lines of his pleadings, as detailed in earlier part of this order.

Admittedly, the flat in question, was got booked by complainant with the respondents and agreement in this regard was executed on 15.02.2023, and allotment letter



dated 09.02.2023 was issued to the complainant. Plea of the complainant is that since possession of the flat in question has been delayed by the respondents, so she is entitled for compensation, litigation expenses etc., as per her prayer made in the complaint, as shown in Paras No.1 & 2 of this order. On the other hand, it is stand of the respondents that as per terms and conditions of the agreement to sell, the dispute if any, between the parties, was to be settled with mutual understanding, on the table or through Arbitration. So present complaint is not maintainable. It is further plea of the respondents that the present complaint has been moved under Section 18 (1) of the Act and as per requirement of the said provision of the Act, if allottee does not opt to withdrawn from the project, he/she is not entitled for compensation, as per prayer made of the complainant, rather she was entitled for interest on the delayed period, which has already been granted to her by the Hon'ble Authority vide order dated 14.08.2025, copy of which is available on the record of this case. Lastly, it is prayed that the complainant deserves no relief, so this complaint deserves dismissal with costs.

Keeping in view the pleadings, submissions and documents of the parties, it is clear that the complainant is seeking compensation etc., under Section 18 (1) of the Act. Whether or not she is entitled for the said relief, perusal of



Section 18 (1) 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, —

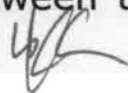
(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(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*

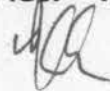
*"Provided that where an **allottee does not intend to withdraw** from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

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, then



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.

7. Now coming to the case in hand, admittedly, the complainant has not withdrawn from the project, rather, she has availed the remedy of claiming interest on the paid amount for the delayed period, before the Hon'ble Authority, as is clear from the copy of order dated 14.08.2025 passed by the Hon'ble Authority(RERA), which is available on the record of this case. 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 Amount, lies with the Hon'ble Regulatory Authority (RERA), whereas remedy qua compensation lies with this Bench. In the case in hand, admittedly, the complainant has chosen to continue with the project, so she is 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 of the possession, at such rate as may be prescribed. This remedy has already been availed by the complainant. Keeping in view all these facts and circumstances, coupled with Section 18 (1) of the Act, since the complainant has not withdrawn from the project, so she is not entitled for compensation, as claimed by her through this complaint. Resultantly, she is also not entitled for litigation expenses. Accordingly, no case is made out in her favour for granting any relief to her, through this complaint. So, this complaint deserves dismissal.

8. 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 both the parties, free of costs, under rules. File be consigned to the record room, after necessary compliance under rules.

Pronounced
Dated:10.12.2025


(Rajinder Singh Rai)
Adjudicating Officer,
RERA, Punjab.