

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/521/2023**

SHREE BHAGWAN JINDAL
PRESENT ADDRESS - HOUSE NO. 1418 SECTOR 42B
CHANDIGARHCHANDIGARH,CHANDIGARH.
MADHU JINDAL
PRESENT ADDRESS - HOUSE NO. 1418 SECTOR 42B
CHANDIGARHCHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

WTC NOIDA DEVELOPM,ENT CO. PVT. LTD THROUGH ITS MANAGING DIRECTOR
PRESENT ADDRESS - GF-09, PLAZA M/6, DISTRICT CENTER, JASOLA, NEW
DELHICHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

**AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER**

FOR THE COMPLAINANT:

FOR THE OPPOSITE PARTY:

DATED: 13/11/2025

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II, U.T. CHANDIGARH

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Consumer Complaint No	:	521 of 2023
Date of Institution	:	16.10.2023
Date of Decision	:	13.11.2025

1. Shree Bhagwan Jindal s/o Sh.S.N.Jindal
2. Madhu Jindal w/o Shree Bhagwan Jindal
Both R/o # 1418, Sector 42/B, Chandigarh-160036.

Email ID: adglobal.chandigarh@gmail.com

... .. Complainants

Versus

1. WTC Chandigarh Development Co. Pvt. Ltd. through its Authorized Representative/ Managing Director(s), Plot No.02, Block D, Aerocity, SAS Nagar, Punjab.

Second Address : GF-09, Plaza M-6, District Center Jasola, New Delhi-110025.

Third Address : Plot No.TZ-13A & 13B, Sector Tech Zone, Greater Noida Industrial Development Area, Dist. Gautam Budh Nagar, Uttar Pradesh.

Email ID: crm@wtc-chandigarh.org

2. WTC Noida Development Co. Pvt. Ltd. through its Authorized Representative/ Managing Director(s), Plot No.02, Block D, Aerocity, SAS Nagar, Punjab.

Second Address : GF-09, Plaza M-6, District Center Jasola, New Delhi-110025.

Third Address : Plot No.TZ-13A & 13B, Sector Tech Zone, Greater Noida Industrial Development Area, Dist. Gautam Budh Nagar, Uttar Pradesh.

Email ID: crm@wtc-chandigarh.org

... .. Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by: Sh.Ravi Inder Singh, Counsel for Complainants.

None for OPs.

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

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1] The complainants have filed the present complaint pleading that they had entered into an agreement with the OPs dated 12/17.09.2020 (Annexure C-2 Colly) for ownership of commercial Unit No.1229, 12th Floor, WTC Tower A, situated at plot No.2, Aero City, GMADA, Mohali, SAS Nagar, Punjab. The complainants have purchased the said Unit exclusively for the purpose of earning their livelihood by means of self employment. The total sale price was Rs.37,53,161/- out of which Rs.18,90,000/- was paid by the complainants vide cheque dated 18.09.2020 and rest of the amount of Rs.14,63,537/- + GST + all other charges + Stamp Duty + Registration Charges + Expenses + GST was to be paid within 18 months of the application submission/ possession whichever is later. Copy of the cheque bearing No.412607 dated 18.09.2020 of Rs.18,90,000/- has been annexed with the complaint as Annexure C-4. The bank statement of the complainant's bank account reflecting the successful transaction has been annexed with the complaint as Annexure C-5.

It is pleaded that the completion date of the project as per the Agreement (Schedule A, Point No.27) was 31.12.2022 and same was the date for handing over the possession of the Unit. The complainants have not been handed over the possession of their unit alongwith occupation and completion certificate. The OPs have not met their deadline of completion of

their project and the towers are still under construction. The photographs of the construction have been annexed with the complaint as Annexure C-6 (Colly). The complainants written e-mails (Annexure C-7 Colly) to the OPs for refund of their amount but the OPs failed to do so. Alleging the aforesaid act of OPs amounts to deficiency in service and unfair trade practice on their part. Hence, the present consumer complaint has been filed by the complainants with a prayer to direct the OPs to refund the amount of Rs.18,90,000/- paid by them for the purchase of Unit in question alongwith interest, compensation for mental agony & harassment and cost of litigation expenses.

2] The OPs filed their written version to the complaint and stated that in the present case the date of completion of the project as stated in RERA registration was understood by both the parties, to be connected to the date of offer of possession. The OP company had previously applied to RERA Authority for extension of completion of project to 30.06.2022 and now again the OP company has duly applied for further extension of the completion date to 30.06.2024 and the application of extension is under consideration of RERA Authority. Hence, the agreed date of offer of possession promised to the complainants as per the Agreement is connected to the date of completion of project as committed before RERA Authority and therefore this complaint is pre-mature and is liable to be dismissed.

It is stated that as per the Developer Buyer Agreement, the OP Company was to endeavour to offer possession of the allotted unit by the RERA

committed date of completion of project. However, the lockdown owing to the outbreak of COVID-19 pandemic created a force majeure situation whereby the labour working on the site returned to their respective villages and therefore, due to shortage of labour, construction activity was severely hit. The Ministry of Finance, Government of India announced a moratorium whereby the on-going projects were granted an extension of another 6 months. Therefore, in view of the said extension, the effective date of offer of possession has further been extended by 6 months, which extension has not been considered by the complainants. Another lockdown in 2021 again forced the labour to panic and return to their native villages, due to which the construction activity on the site was adversely affected. It is stated that the delay in construction is due to force majeure conditions which were completely out of the control of the OP Company. It is further stated that now the construction work is in full swing and the OP company would be able to offer possession soon. Denying any deficiency in service or unfair trade practice as well as all other allegations, the OPs have prayed for dismissal of the complaint.

3] Replication has also been filed by the complainants controverting the assertions of OPs as made in their written version.

4] Complainants led evidence by way of their respective affidavits in support of their contention whereas OPs did not file evidence by way of affidavit.

5] We have heard the learned counsel for the complainants and gone through the entire documents on record.

6] Annexure C-2 (colly) is Agreement which clearly indicates that the OPs have agreed to sell the Unit No.1229, 12th Floor, WTC Tower A, Plot No.2, Block D, Aero City, SAS Nagar, Punjab, to the complainants for total sale price of Rs.37,53,161/-. The OPs assured to handover possession of Unit by the date mentioned at Sr.No.20 in Schedule A unless there is delay due to Force Majeure Conditions. As per Sr.No.20 in Schedule-A of the Agreement, the date of completion of project as per RERA Registration as well as date of offer of possession of Unit by promoter was 31.12.2022. Perusal of Annexure C-5 (Statement of Account) clearly indicates that the complainants had paid Rs.18,90,000/- vide cheque No.412607 to the OPs as part sale consideration of the Unit in question which fact has also not been disputed by the OPs in their written version. However, the OPs failed to adhere to the terms and conditions of the Agreement by not delivering the possession of the Unit in question to the complainants which was specifically mentioned in the Agreement.

7] The OPs have stated in their written version that the lockdown owing to the outbreak of Covid-19 pandemic created a Force Majeure situation and the Ministry of Finance, Govt. of India announced a moratorium whereby the on-going projects were granted an extension of another 6 months, therefore, the effective date of offer of possession has further been extended by 6 months. Hence, the defence of the OPs is that due to the Force Majeure conditions forced upon by COVID 19 Pandemic, they could not complete the subject project within the stipulated period. The OPs have also taken a stand

in their written version that OP company has duly applied for further extension of the completion date to 30.06.2024 and the application of extension is under consideration of RERA Authority.

8] We do not find any force in the aforesaid defence of the OPs. Even if such extension considered due to the force majeure conditions forced upon by COVID 19 Pandemic, the date of completion after adding 6 months of extension amounts to 30.06.2023. Further, the OPs have failed to place on record any such communication with RERA Authority pertaining to extension of completion of project. Moreover, it has come on record that even till date, the OPs could not complete the subject project nor they could have offered the possession of the subject Unit to the complainants, which amounts to deficiency in service as well as indulgence into unfair trade practice on the part of the OPs and the complainants are entitled for the refund of the deposited amount since there is no other option left with them except to seek the refund from the OPs.

9] The Hon'ble National Consumer Disputes Redressal Commission in the case of **Sujay Bharatiya & Anr. Vs. Unitech Reliable Projects Pvt. Ltd.,** Consumer Case No.1814 of 2017 decided on 05.07.2018 held that non delivery of possession of plots/units in a developed project by the promised date is a material violation on the part of the builder and in those cases, allottees are well within their rights to seek refund of the amount paid. The above view is further supported by the principle of law laid down by the Hon'ble Supreme Court of India in the case titled as **Pioneer Urban Land & Infrastructure Ltd. Vs. Govindan Raghavan**, Civil Appeal No.12238 of 2018, decided on 02.04.2019 and also in **Fortune Infrastructure Vs. Trevor**

D' Lima & Ors. (2018) 5 SCC 442.

10] The Hon'ble National Consumer Disputes Redressal Commission in **Sanjiv Kumar Jain & Anr. Vs. Lodha Crown Buildmart Private Limited, II (2023) CPJ 271 (NC)** has held that inordinate delay in offer of possession, amounts to 'deficiency in service' and home buyer can ask for refund on this ground alone and if unreasonable delay in offer of possession is proved then it is sufficient to grant relief of refund and other grounds are not liable to be examined.

In the present case also, the complainants have prayed for refund of the amount paid alongwith interest etc. and not for possession.

11] In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and the OPs are directed as under:-

- i) to refund the deposited amount of Rs.18,90,000/- to the complainants alongwith interest @ 9% per annum from the date of its deposit till the date of its actual realization.
- ii) to pay compensation of Rs.30,000/- to the complainants for the harassment caused as well as litigation expenses.

This order be complied with by the OPs within 45 days from the date of receipt of its certified copy.

12] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties,

free of cost, as per Rules under The Consumer Protection Rules, 2020. After compliance file be consigned to record room.

Announced

13.11.2025

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER

as

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AMRINDER SINGH SIDHU
PRESIDENT

.....
BRIJ MOHAN SHARMA
MEMBER