

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
PUNJAB, CHANDIGARH.**

Consumer Complaint No.28 of 2023

Date of Institution : 10.05.2023
Date of Reserve : 28.10.2025
Date of Decision : 11.11.2025

1. Dr.Harshdeep Singh Nat S/o Sh.Avtar Singh temporary resident of 225, Devonshire Lane, Madison, CT 06443 and permanent resident of House No.72, Sector 19-A, Chandigarh-160019.

Email Id: harshdeep.nat@gmail.com.

2. Mrs.Rosy Nat, W/o Mr.Harshdeep Singh Nat temporary resident of 225, Devonshire Lane, Madison, CT 06443 and permanent resident of House No.72, Sector 19-A, Chandigarh-160019.

Email Id: harshdeep.nat@gmail.com.

.....Complainants

Versus

1. Sukhm Infrastructure Pvt. Ltd., Yellow Stone Landmark Infocity, Sector 66 A, SAS Nagar-160062.

Email Id: Sales@aeropolis.city.

2. Tejinder Singh Bhatia, Director Aeropolis Infrastructure Pvt. Ltd., Registered Address at Flat No.1272, Silverstone Cooperative House Building Society, Sector 48 B, Chandigarh-160047 with present address Aeropolis City, Sector 66A, District SAS Nagar, Mohali.

Email id: Sales@aeropolis.city.

.....Opposite parties

**Consumer Complaint under
Section 47 of the Consumer
Protection Act, 2019.**

Quorum:-

Hon'ble Mrs. Justice Daya Chaudhary, President
Ms. Simarjot Kaur, Member
Mr. Vishav Kant Garg, Member

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| 1) Whether Reporters of the Newspapers may be allowed to see the Judgment? | Yes/No |
| 2) To be referred to the Reporters or not? | Yes/No |
| 3) Whether judgment should be reported in the Digest? | Yes/No |

Present :-

For the Complainant : Ms.Tajinder Kaur Johal, Advocate
 For the OPs : Ms.Heena Singh, Advocate

SIMARJOT KAUR, MEMBER

The Complaint has been filed by the Complainants- Dr.Harshdeep Singh Nat and Mrs.Rosy Nat under Section 47 of the Consumer Protection Act, 2019 (in short "the Act") against the OPs-Sukhm Infra. Pvt. Ltd. & Anr., mentioning therein that the Complainants wanted to purchase a commercial property jointly to earn their livelihood. They wanted to set up a business in Mohali. For the said purpose they came across a commercial retail SCO in the integrated IT Township. The name of Firm of the OPs was "**Yellowstone Landmark Infocity**", Sector 66-A, SAS Nagar, District Mohali, Punjab. They had approached the OPs for buying the property. It has been mentioned in the Complaint that the letter of allotment was given to the Complainants by "Yellowstone Builders Pvt. Ltd" on 19.11.2015 after paying an amount of Rs.62,61,838/- and had submitted Application Form for the same. Ex.C-1 is the letter of Allotment. Ex.C-2 is the receipt of payment deposited with the OPs. A buyer seller agreement was executed on 29.04.2017 between Sukhm Infrastructure Pvt. Ltd., its associate Company Yellowstone Builders Private Infrastructure. The Corporate Office of the OPs

was at Site Office, Yellowstone Landmark Infocity, Sector-66A, Mohali. The signatories to the said Agreement were the Authorized Representative Sh.Tejinder Singh Bhatia of OPs and the Complainants. Ex.C-3 is the Buyer Seller agreement.

2. It has been averred in the Complaint that the sellers had promised to give the possession of the SCO plot within a period of 12-15 months on execution of Conveyance Deed. The OPs were to obtain Partial/Completion Certificate. The Complainants had already paid an amount of Rs.1,71,46,500/-. The possession of the said plot had not been handed over to them despite the lapse of more than 4 years from the date of signing of the Agreement. Ex.C-4 is the record of the payment.

3. It has further been alleged that the initial Agreement was signed with Yellow Stone landmark Infocity. The said Firm was subsequently merged into Sukhm Infrastructures Pvt. Ltd and then with Aeropolis Infrastructure Pvt. Ltd. Therefore a new entity was formed in the name of Aeropolis Infrastructure Pvt. Ltd., which is handling the said project at present. The Complainants were left with no other option but to file the case before RERA bearing the Complaint GC No. 1749/2020. In the final order given by RERA, it was held that the builders had to pay the Complainants, interest @ 9.30% with effect from 29.07.2020, till delivery of the possession after obtaining the Completion Certificate. Ex.C-5 is the copy of Judgment pronounced by RERA. It has further been alleged that the builders had neither handed over the possession to the

Complainants nor any interest was paid to them which tantamounts to violation of the final orders of the RERA.

4. The Complainants had paid an amount of Rs.1,71,46,500/- on the assurance that possession would be handed over to them. But the OPs had breached the terms of Agreement with dishonest intent. The Complainants being NRIs, have filed the Complaint in the NRI Cell as well as before SSP Mohali. Complainant No.1 was summoned by the police authorities for recording his statement on 27.05.2022. Ex.C-6 is the copy of the summon. Said statement was recorded on 01.06.2022 in compliance of the orders of the investigating officers. Ex.C-7 is the copy of statement made by Complainant No.1. A Legal notice was also sent to the OPs on 18.07.2022 (Ex.C-8). However no reply thereof was received from the OPs.

5. It has also been mentioned in the Complaint that said property was jointly purchased by the Complainants to establish and to run a Specialized Hospital in Mohali, which would be a source of their livelihood in India. The Complainant being a reputed Doctor wanted to start a Specialized Hospital as a source of livelihood. The Complainants being the NRIs, had taken leave to pursue this Complaint.

6. Further it has been mentioned in the Complaint that the Complainants along with Counsel had again visited the SP (D) Office on 08.07.2022 to pursue the Complaint but till date neither any action has been taken by the said authorities nor any FIR has been registered against the OPs. The Complainants had suffered

in the hands of OPs. It is a case of 'deficiency in service' and 'unfair trade practice' on the part of OPs. The OPs have breached the terms and conditions of the Agreement executed between the parties and as such they have violated the right of the Complainants as defined under the Consumer Protection Act. The Complaint was filed before this Commission having pecuniary and territorial jurisdiction to entertain the present complaint in accordance with the provisions of the Consumer Protection Act and rules framed there under.

7. They have prayed that Complaint be allowed by issuing directions to the OPs to handover the possession or refund the total amount of Rs.1,71,46,500/- along with interest @ 18% per annum from the date of deposit till realization. Further OPs be directed to pay an amount of Rs.20,00,000/- as compensation for causing harassment, mental pain and agony and to pay an amount of Rs.1,10,000/- as cost of litigation.

8. Notice of the Complaint was issued to the OPs. OPs had appeared through their Counsel but had not filed their written reply despite availing the time/opportunity to file the same.

9. Learned Counsel for the Complainant had tendered into evidence documents (Ex.C-1 to Ex.C-8) along with the Complaint filed before this Commission.

10. **Ms.Tajinder Kaur Johal, Advocate, learned Counsel for the Complainants** has argued on the similar lines as per the averments mentioned in the Complaint. Learned Counsel has vehemently argued that the OPs be directed to refund the

deposited as mentioned in the Buyer Seller Agreement along with interest @ 18 % and compensation.

11. **Ms.Heena Singh, Advocate learned Counsel for the OPs** has submitted that the OPs duly acknowledge that the project could not be completed and possession could not be delivered within the stipulated time due to circumstances beyond their control. However, OPs have no hesitation to intention to withhold legitimate dues of the Complainants. They are ready to refund the entire amount received from the Complainants along with reasonable interest. The delay in completion of the project was not deliberate or willful but it was the result of regulatory changes, multiple mergers of project entities, and unforeseen administrative impediments which had resulted into disruption in the execution of the project. Learned Counsel has further submitted that a substantial amount had been utilized for the project development, approvals, and infrastructure works. However, due to unavoidable circumstances, the completion and possession could not materialize within the intended timeframe.

12. Learned Counsel has also admitted that the Complainants were allotted the commercial plot in the "Yellowstone Landmark Infocity" project vide Allotment Letter dated 19.11.2015. Subsequently, a Buyer-Seller Agreement was executed on 29.04.2017, wherein the possession was envisaged to be delivered within 12-15 months, subject to prevailing conditions and regulatory clearances. The OPs have made every effort to revive the project. Due to non-availability of

critical/necessary approvals, financial stress, and market conditions, possession could not be delivered in undertaken period. Furthermore, the possession cannot be handed over in near future also. The OPs had also instituted a Civil Writ Petition before the Hon'ble Punjab and Haryana High Court against GMADA, bearing CWP No. 16597 of 2024, seeking directions for clearance of the pending approvals and necessary permissions in respect of the said project. Said Petition is pending for adjudication before the Hon'ble High Court. The pendency of the said writ petition and delay in obtaining statutory approvals have further contributed to the inordinate delay to hand over possession within the stipulated time by the OPs. There was no intentional 'deficiency in service' on the part of OPs. The delay is bona fide and has occurred by force majeure circumstances, including administrative and financial difficulties which were beyond the control of the OPs. The Agreement itself recognizes that possession timelines for possession were subject to force majeure and external regulatory approvals. Hence, the delay cannot be construed as an intentional 'deficiency in service' or 'unfair trade practice'.

13. Learned Counsel has submitted that while the OPs are unable to hand over possession, they are ready and willing to refund the entire amount paid by the Complainants along with interest. Learned Counsel has submitted that Hon'ble Supreme Court and NCDRC have held that refund with interest is an equitable and fair remedy when it is not possible to deliver the

possession. The OPs have prayed that reasonable interest rate be awarded on deposited amount. They have further prayed that the Complainants are not entitled for separate compensation.

14. We have heard the oral arguments raised by learned Counsel for the parties. We have also perused all the relevant documents available on the file.

15. Admittedly, the Complainants are NRIs. They had booked a commercial property with OPs for the purpose of setting up a Specialized Hospital to earn their livelihood in India. A letter of allotment was issued to them by the OPs on 19.11.2015 (Ex.C-1). They had received an amount of Rs.62,61,838/- along with Application (Ex.C-2). The Buyer Seller Agreement was executed on 29.04.2017 (Ex.C-3). The total amount paid towards the said property was Rs.1,71,46,500/-. As per the Agreement, the possession was to be handed over within a period of 12-15 months (Clause 7 (a) page No.31 of the Agreement). In the meantime Yellow Stone Landmark Company had merged into Sukhm Infrastructure Pvt. Ltd. and subsequently into Aeropolis Infra Pvt. Ltd. Till date the possession of the property has not been handed over to the Complainants. The Complainants had to file a case before RERA GC No.1749/2020 on 25.02.2021. The case was decided in favour of the Complainants. The builders/OPs were directed to pay an interest of 9.30% on the deposited amount w.e.f. 29.07.2020. In spite of said order neither the possession of the property nor any interest had been paid thereon by the OPs. Being NRIs, the Complainants had also filed a Complaint before

NRI Commission on 04.05.2022 (Ex.C-6). However, no action was initiated against the OPs by the said Commission. The Complainants had also served legal notice upon OPs on 18.07.2022. However, still the issue has not been resolved. Hence, the present Complaint.

16. The issue for adjudication before us is as to whether the Complainants are entitled to get refund of deposited amount along with interest as the possession of the said property at Yellowstone Landmark Infocity in integrated IT Township (Sector 66 A, SAS Nagar, Mohali, Punjab) has not been handed over till the final hearing on 28.10.2025.

17. Before deciding the aforesaid issue, it is necessary to mention that the Complainants had initially filed case before RERA in GC No.1749/202017, wherein they had sought relief with regard to possession or to pay interest for the delay occurred in completion of the project. The RERA had directed the Respondents to pay an interest @ 9.30% to the Complainants w.e.f. 29.07.2020 till the date of possession after obtaining the Completion Certificate. The OPs have not complied with the said order. Thereafter, the Complainants had approached NRI Commission for redressal of their grievance. However, the said Commission also had not redressed their complaint. Therefore, neither the possession has been handed over by the OPs nor interest awarded by RERA for delayed possession. In the Complaint in hand, the Complainants have approached this Commission by seeking directions to the OPs to refund the

deposited amount towards purchase of property. It is important to mention that the said Complaint has been entertained keeping in view the provision of Section 100 of the CP Act, 2019, wherein it has categorically mentioned that Complaint filed before this Commission is an additional remedy. The contents of the said Section 100 are reproduced below:

100. Act not in derogation of any other law.- *The provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force.*

18. At the very outset, Counsel for the OPs has acknowledged that the said project has been delayed beyond their control and it could not be completed within the stipulated time/period. She has further stated that likelihood of the possession of the said plot in future is not clear as the OPs had filed Civil Writ Petition (CWP No.16597 of 2024) before the Hon'ble Punjab and Haryana High Court against GMADA as the said Authority had not given approvals/necessary permissions in respect of the said project. Furthermore, the OPs are ready to refund the legitimate dues of the Complainants along with reasonable interest.

19. It is important to observe that due to the pending Writ Petition filed by OPs before Hon'ble Punjab and Haryana High Court the Consumer cannot wait endlessly for possession of the said property. More so, when they had deposited an amount of Rs.1,71,46,500/-. In view of the aforementioned fact the Complainants are held entitled for refund of Rs.1,71,46,500/-

(Rs.62,61,838 + Rs.32,20,815 + Rs.70,17,347 + Rs.6,46,500 = Rs.1,71,46,500/-) as mentioned in payment details in the Buyer Seller Agreement dated 29.04.2017 (Ex.C-3) (page 35 under the caption of Payment details). Furthermore, the Complainants are entitled to interest @ 9.30% as awarded by RERA from the date of deposit of the said amount.

20. In this context, we are also fortified by the judgment of the Hon'ble Supreme Court in case titled as ***Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan***, (2019) 5 SCC 725. It was held that the Flat/Plot Purchaser cannot be made to take possession, whenever the Builder had offered the possession after a substantial delay from the stipulated date. The relevant portion of the case is being reproduced here:-

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6. We have heard the learned Counsel for both the parties, and perused the pleadings, and written submissions filed.

6.1. In the present case, admittedly the Appellant Builder obtained the Occupancy Certificate almost 2 years after the date stipulated in the Apartment Buyers Agreement. As a consequence, there was a failure to hand over possession of the flat to the Respondent-Flat Purchaser within a reasonable period. The Occupancy Certificate was obtained after a delay of more than 2 years on 28.08.2018 during the pendency of the proceedings before the National Commission.

In Lucknow Development Authority v. M.K. Gupta, (1994) 1 SCC 243 this Court held that when a person hires the services of a builder, or a contractor, for the construction of a house or a flat, and the same is for a consideration, it is a service as defined by Section 2 (o) of the Consumer Protection Act, 1986. The inordinate delay in handing over possession of the flat clearly amounts to deficiency of service. In Fortune Infrastructure & Anr. v. Trevor

Dlima & Ors., (2018) 5 SCC 442 this Court held that a person cannot be made to wait indefinitely for possession of the flat allotted to him, and is entitled to seek refund of the amount paid by him, along with compensation.

6.2. The Respondent-Flat Purchaser has made out a clear case of deficiency of service on the part of the Appellant Builder. The Respondent Flat Purchaser was justified in terminating the Apartment Buyers Agreement by filing the Consumer Complaint, and cannot be compelled to accept the possession whenever it is offered by the Builder. The Respondent Purchaser was legally entitled to seek refund of the money deposited by him along with appropriate compensation.”

21. Another issue for adjudication with regard to the said property being commercial in nature, we have gone through the averments of the Complaint wherein it has categorically been mentioned in paras No.3 & 14 that the property was purchased with intent of earning livelihood and setup a business/Specialized Hospital in Mohali as a source of their livelihood. To deal with the issue whether the Complainants are consumer as per the mandate of CP Act, it is important to mention the definition of consumer as mentioned in the said Act. The same is reproduced as under:

2 (a) the expression "commercial purpose" does not include use by a person of goods bought and used by him exclusively for the purpose of earning his livelihood, by means of self-employment;

Therefore, in light of the aforesaid definition and contents of the Complaint, the Complainants fall into the category of “Consumer” as per CP Act, 2019. In this context we are also fortified by the Judgment of Hon’ble Supreme Court in case titled as “**Rohit Chaudhary & Anr. Vs. M/s Vipul Ltd.**”, Civil Appeal No.5858 of

2015 decided on 06.09.2023. Furthermore, the Hon'ble National Commission has also decided the similar issue in case titled as "***M/s. Mayank Multiplex Pvt. Ltd. Vs. Amit Kumar Ghosh & Anr.***", II (2025) CPJ 227 (NC), wherein it has relied upon the aforesaid judgment of Apex Court.

22. In light of above observations and the aforesaid judgments of the Apex Court and order of the Hon'ble National Commission, it is concluded that the OPs have indulged in 'deficiency in service'. Though, it has been contented that delay in possession had occurred due to unavoidable circumstances. However, we are of the view that Complainants cannot wait endlessly to take possession of the said property/plot booked by them in the year 2017 when the Agreement was executed between the parties.

23. In view of above mentioned facts and reasons and judgment of Apex Court, the present Complaint is **allowed** in aforesaid terms. The OPs are directed to refund an amount of Rs.1,71,46,500/- along with interest @ 9.30% p.a. from the date of deposit till realization. OPs are also directed to pay compensation for an amount of Rs.1,00,000/- and litigation for an amount of Rs.50,000/-.

24. The compliance of this order shall be made by the OPs within a period of three months of the receipt of certified copy of the order, failing the OPs are liable to pay interest @ 12 %.

25. The Complaint could not be decided within the statutory period due to heavy pendency of court cases.

**(JUSTICE DAYA CHAUDHARY)
PRESIDENT**

**(SIMARJOT KAUR)
MEMBER**

**(VISHAV KANT GARG)
MEMBER**

November 11, 2025
(Rupinder 2)