

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH  
CONSUMER COMPLAINT NO. SC/4/CC/89/2025**

MALVINDER SINGH CHATHA S/o. SH. Mohan Singh Chatha  
PRESENT ADDRESS - PUNJABPATIALA,PUNJAB.

.....Complainant(s)

Versus

WTC NOIDA DEVELOPMENT COMPANY PVT. LTD.  
PRESENT ADDRESS - CHANDIGARHCHANDIGARH,CHANDIGARH.  
WTC NOIDA DEVELOPMENT COMPANY PVT. LTD.  
BUSINESS ADDRESS - NEW DELHISOUTH DELHI , SOUTH,DELHI.  
WTC NOIDA DEVELOPMENT COMPANY PVT. LTD.  
PRESENT ADDRESS - NEW DELHISOUTH,DELHI.  
ASHISH BHALLA MD WTC NOIDA DEVELOPMENT COMPANY PVT. LTD.  
PRESENT ADDRESS - NEW DELHISOUTH,DELHI.  
ASHISH BHALLA S/O ANIL BHALLA  
PRESENT ADDRESS - NEW DELHINEW DELHI,DELHI.  
SACHIN KUMAR HUI DIRECTOR WTC NOIDA DEVELOPMENT COMPANY PVT. LTD.  
PERMANENT ADDRESS - NEW DELHINEW DELHI,DELHI.  
SHERIF MUIN KHAN DIRECTOR WTC NOIDA DEVELOPMENT COMPANY PVT. LTD.  
PRESENT ADDRESS - NEW DELHINEW DELHI,DELHI.  
KAMLESH KUMAR DIRECTOR WTC NOIDA DEVELOPMENT COMPANY PVT. LTD.  
PRESENT ADDRESS - NEW DELHINEW DELHI,DELHI.

.....Opposite Party(s)

**BEFORE:**

**HON'BLE MR. JUSTICE RAJ SHEKHAR ATTRI , PRESIDENT  
HON'BLE MR. PREETINDER SINGH , MEMBER**

**FOR THE COMPLAINANT:**

MALVINDER SINGH CHATHA S/o. SH. Mohan Singh Chatha

**DATED: 01/12/2025**

**ORDER**

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,**

**U.T., CHANDIGARH**

<b>Complaint No.</b>	:	89 of 2025
Date of Institution	:	05.09.2025

Date of Decision	:	01.12.2025
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Malvinder Singh Chatha S/o Sh. Mohan Singh resident of House No. # 33-E, Hira Nagar, Patiala.

....Complainant

**Versus**

1. WTC Noida Development Company Pvt. Ltd. through its Managing Directors/Authorized Persons having its registered site office at SCO No. 111-112, 2nd Floor, Sector 17, Chandigarh - 160071.
2. WTC Noida Development Company Pvt. Ltd. through its Managing Directors/Authorized Persons having its registered office at GF-09, Plaza-M6, District Centre Jasola, South Delhi, New Delhi-110025.
3. WTC Noida Development Company Pvt. Ltd. through its Managing Directors/Authorized Persons having its site office at Plot No 2, Block D, Mohali Airport Chowk, GMADA Aerocity, SAS Nagar Punjab 140306.
4. Ashish Bhalla, Managing Director, WTC Noida Development Company Pvt. Ltd. office at GF-09, Plaza-M6, District Centre Jasola, South Delhi, New Delhi-110025. M.No. 9810176407, email id. Ashish.bhalla@viridian.co.in
5. Ashish Bhalla, S/o Anil Bhalla, R/o House No.7, Southern Avenue, Maharani Bagh, New Delhi-110065, email id. ashishbhalla@gmail.com
6. Sachin Kumar Hui, Director, WTC Noida Development Company Pvt. Ltd. office at GF-09, Plaza-M6, District Centre Jasola, South Delhi, New Delhi-110025.
7. Sherif Muin Khan, Director, WTC Noida Development Company Pvt. Ltd. office at GF-09, Plaza-M6, District Centre Jasola, South Delhi, New Delhi-110025.
8. Kamlesh Kumar, Director, WTC Noida Development Company Pvt. Ltd. office at GF-09, Plaza-M6, District Centre Jasola, South Delhi, New Delhi-110025.

....Opposite Parties

**BEFORE: JUSTICE RAJ SHEKHAR ATTRI, PRESIDENT**

**MR. PREETINDER SINGH, MEMBER**

Sh.Gurnoor Singh, Advocate for the complainant-on VC.

**PRESENT:**

Opposite parties no.1 to 8 exparte vide order dated 13.11.2025.

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**PER JUSTICE RAJ SHEKHAR ATTRI**

The facts in brief are that allured by the tall claims and representations of the Opposite Parties, the complainant, booked two units in the WTC Chandigarh Aerocity, Mohali project in 2022 for a total consideration of Rs.1,00,00,000/-, out of which he paid Rs. 69,80,904/- (about 70%) through cheques, in July 2022. Despite receiving substantial payment, the opposite parties never executed a Developer-Buyer Agreement and provided only a blank application form, while repeatedly assuring the complainant that construction was in line with RERA and that possession would be delivered by 2023–24. However, repeated site visits revealed that no construction had commenced and the opposite parties continued to offer vague assurances and false promises. The complainant consistently sought details of mandatory approvals including RERA extensions, GMADA dues, building plans, and other sanctions, but the opposite parties failed to provide any such documents indicating that no approvals existed at the time of booking. In 2024, the complainant discovered that GMADA had cancelled the entire site for non-payment of dues by the opposite parties and that even the opposite parties' writ petition (CWP No. 21141/2023) had been dismissed by the Hon'ble High Court. Audit reports further revealed siphoning of funds exceeding Rs.77 crores by the opposite parties to other projects. Despite repeated requests, neither possession was offered nor refund has been provided, causing severe mental, physical, and financial harassment. The opposite parties' conduct of collecting money without approvals, misrepresenting project status, violating RERA mandates, failing to update statutory information, and delaying construction, constitutes grave "deficiency in service" and "unfair trade practice," as recognized in precedents such as *Kamal Sood vs. DLF Universal Ltd. and Emaar MGF Land Ltd. vs. Karnail Singh*. Hence, this complaint has been filed by the complainant seeking following reliefs:-

- (i) To refund the amount of Rs. 69,80,904/- along with interest @ 18% per annum from the respective dates of deposits till realization.
- (ii) To pay the compensation for delayed possession of unit till date
- (iii) To pay compensation of Rs. 5,00,000/- for causing financial loss as also the escalation in prices to the complainant, for causing mental and physical harassment and agony to the complainant on account of delay in allotment and possession, and for selling the Unit without obtaining any approval/sanctions for the development of the project and deficiency of service on the part of Opposite parties in not delivering possession of the Unit till date inspite of receiving more than 70% of the total sale consideration.
- (iv) To pay litigation expenses to the tune of Rs. 2,00,000/-  
AND
- (v) Any other relief which this Hon'ble State Commission may deem fit be also granted to the complainant.

2. Despite service, none put in appearance on behalf of opposite parties no.1 to 8, as a result

whereof, they were proceeded against exparte vide order dated 13.11.2025.

3. The complainant led evidence in support of his case.

4. We have heard the Counsel for the complainant and have gone through the evidence and record of the case, very carefully.

5. From the record of the consumer complaint, it is coming out that the complainant has sought refund of the amount paid by leveling following allegations against the opposite parties:-

- (i) The opposite parties falsely claimed that the WTC Chandigarh Aerocity project had necessary approvals and that possession would be delivered by 2023–24, thereby inducing the complainant to book two units.
- (ii) The opposite parties accepted 70% of the total sale consideration despite not having obtained mandatory approvals, sanctions, layout plan approvals, or RERA extensions from competent authorities.
- (iii) Despite repeated requests, the opposite parties did not execute any Developer-Buyer Agreement and only provided a blank application form, indicating intentional concealment.
- (iv) Multiple site visits from 2022 onwards revealed that no construction activity had commenced, contradicting the opposite parties' repeated assurances that the project was on track.
- (v) The opposite parties continuously misled the complainant with false assurances that approvals would be obtained shortly and construction would start soon, solely to delay refund and retain funds.
- (vi) The complainant later discovered through public notices that GMADA had cancelled the project land due to the opposite parties' non-payment of instalments, the information never disclosed by the opposite parties.
- (vii) Audit reports allegedly revealed that the opposite parties siphoned off over Rs. 77 crores from this project to other ventures, constituting a serious financial irregularity and unfair trade practice.
- (viii) The opposite parties failed to upload quarterly updates, account statements, approvals, and other statutory documents on the RERA Punjab website, indicating non-compliance and lack of transparency.
- (ix) Despite receiving huge sums from the complainant, the opposite parties failed to complete the project or deliver possession.
- (x) The opposite parties ignored repeated requests for refund, thereby unlawfully withholding the complainant's hard-earned money.
- (xi) The opposite parties concealed the fact that they had not even applied for certain approvals when the booking was made and deliberately hid the true status of the project.

6. It is the definite case of the complainant, that he has been continuously visiting the site and repeatedly requesting the opposite parties to provide approvals, construction status, or refund; however, all such requests were ignored. It is also the case of the complainant that from public notices he came to know about cancellation of the project land by GMADA due to non-payment of dues by the opposite parties,

which further strengthens the complainant's case.

**7.** From the perusal of the record, particularly the statement of account annexed as Annexure C-2, it stands clearly established that the complainant had paid an amount of Rs. 69,80,904/- to the Opposite Parties in July 2022 in respect of the said units. However, despite valid service, the Opposite Parties chose not to appear before this Commission, and therefore the allegations levelled by the complainant have remained uncontroverted and unrebutted, which clearly implies that the opposite parties have no defence to offer against the complainant's assertions. There is nothing on record to indicate that the opposite parties ever offered possession of the units in question to the complainant; executed a Developer-Buyer Agreement, or even commenced construction at the project site.

**8.** It may be stated here that it is settled law that onus to prove the stage and status of construction and development work at the project site and that all the permissions/approvals have been obtained in respect thereof and that actual physical possession of the units have been delivered to the allottees/purchasers or not, is on the builder/developer. It was so said by the Hon'ble National Commission, in Emaar MGF Land Limited and another Vs. Krishan Chander Chandna, First Appeal No.873 of 2013 decided on 29.09.2014. In the present case, in case, the development/ construction activities are being undertaken at the project site, then it was for the opposite parties no.1 to 8 , which could be said to be in possession of the best evidence, to produce cogent and convincing documentary evidence, in the shape of the reports and affidavits of the Engineers/Architects, as they could be said to be the best persons, to testify, as to whether, all these development/construction activities, are being undertaken or not, but, as stated above, opposite parties no.1 to 8 even failed to put in appearance despite service, what to speak of contesting the allegations leveled by the complainant, by way of filing written reply and evidence. It is therefore held that in the absence of rebuttal to the allegations made by the complainant, opposite parties no.1 to 8 have attracted an adverse inference, that they have nothing to say in their defence.

**9.** Under above circumstances, it can safely be said that as of November 2025, i.e. more than three years from the date of payment, the Opposite Parties have neither delivered possession of the units nor refunded the amount, though even a reasonable period of three years for completion of the project has already expired.

**10.** Hard earned money was paid by the complainant, with a hope to have possession of the said units. All the facts established that from the very inception there was intent to induce the complainant to enter into the transaction, referred to above, and also intent to deceive him, which act amounts to grave deficiency in providing service, negligence and adoption of unfair trade practice on the part of opposite parties, which has definitely caused a lot of mental agony, harassment and financial loss to the complainant. The Opposite Parties have deprived the complainant of the value of his investment and have caused prolonged mental and financial harassment. Accordingly, the complainant is entitled to refund of the amount deposited, along with appropriate interest and compensation.

11. Now, we will deal with the question, as to what rate of interest should be awarded to the complainant, while ordering refund of respective amounts paid. It may be stated here that compensation cannot be uniform and can best be illustrated by considering cases where possession is being directed to be delivered and cases where only monies are directed to be returned. The party concerned in refund cases is suffering a loss inasmuch as he had deposited the money in the hope of getting possession of the units in question but he is deprived of same; he is deprived of the benefit of escalation of the price of that units; and also he would have to take out more money from his pocket for beating the escalation in price, for buying new units and as such, compensation to be granted by way of interest on the deposited amount in such cases would necessarily have to be higher. Our this view is supported by the principle of law laid down by the Hon'ble Supreme Court in Ghaziabad Development Authority Vs. Balbir Singh (2004) 5 SCC 65. The Hon'ble National Commission also, in Alok Kumar Vs. M/s. Golden Peacock Residency Private Limited & Anr., Consumer Case No. 1315 of 2018, decided on 06 Sep 2019 and Anil Kumar Jain & Anr Vs. M/s. Nexgen Infracon Private Limited (A Mahagun Group Company), Consumer Case No. 1605 of 2018, decided on 23<sup>rd</sup> Dec 2019, awarded interest @12% p.a. to the complainants, on the amounts to be refunded to them from the respective dates of deposits. In FA No.850 of 2019 decided on 06.04.2023 (Country Colonizers Pvt. Ltd. Versus Raja Gopal and 2 others, the Hon'ble National Commission upheld the award of interest @12% p.a. on the amount to be refunded, ordered by the State Commission, Punjab. Recently also, the Hon'ble Supreme Court in Civil Appeal No. 8985 of 2022, Vidya And Others Versus M/S Parsvnath Developers Ltd. decided on 29.07.2024 has awarded interest @12% p.a. to the complainants, on the amounts to be refunded to them from the respective dates of deposits. Relevant part of the said order is reproduced hereunder:-

*“.....10. In the result, the appeal is partly allowed. The direction made by the learned Commission for refund of the entire amount deposited by the complainants-appellants is upheld. However, the direction with regard to interest is modified to the extent that it shall be paid at the rate of 12% per annum from the date of respective deposit till the date of refund. The unpaid amount in terms of the aforesaid shall be paid within a period of three months from the date of this judgment. ....”*

It is therefore held that in the present case, if interest @12% p.a. is awarded on the amount to be refunded to the complainant that will meet the ends of justice.

12. For the reasons recorded above, this complaint is partly accepted with costs and the opposite parties, jointly and severally, are directed as under:-

- i) Refund the amount of **Rs.69,80,904/-** to the complainant, alongwith interest @12% p.a. (without deducting any TDS), from the respective dates of deposit onwards, within a period of 30 days, from the date of receipt of a certified copy of this order, failing which, thereafter, the said amount shall carry 3% penal interest i.e. 15% p.a. (12% p.a. plus (+) 3% p.a.), from the

date of default till realization.

- ii) Pay compensation for causing mental agony and physical harassment; deficiency in providing service and adoption of unfair trade practice to the tune of Rs.75,000/- and also Rs.35,000/- as cost of litigation, to the complainant within a period of 30 days from the date of receipt of a certified copy of this order, failing which, the said amounts shall carry interest @9% p.a. from the date of default till realization.

**13.** The Bank(s)/financial institution(s), if any, from which the complainant has raised loan (if any) for making payment towards price of the units in question, shall have the first charge of the amount payable, to the extent, the same is due to be paid by the complainant.

**14.** Pending application(s), if any, stands disposed of, accordingly.

**15.** Certified copies of this order be sent to the parties free of charge, forthwith.

**16.** File be consigned to Record Room after completion.

**Pronounced**

**01.12.2025**

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**Sd/-**

**[JUSTICE RAJ SHEKHAR ATTRI]**

**PRESIDENT**

**Sd/-**

**(PREETINDER SINGH)**

**MEMBER**

**Rg.**

.....  
**JUSTICE RAJ SHEKHAR ATTRI**  
**PRESIDENT**

.....  
**PREETINDER SINGH**  
**MEMBER**