

STATE CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH
CONSUMER COMPLAINT NO. SC/4/CC/74/2025

RAMANJIT SINGH SIDHU
PERMANENT ADDRESS - CHANDIGARHCHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

M/S WTC CHANDIGARH DEVELOPMENT COMPANY PVT. LTD
PRESENT ADDRESS - 1CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

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

FOR THE COMPLAINANT:

RAMANJIT SINGH SIDHU

DATED: 25/02/2026

ORDER

STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
U.T., CHANDIGARH

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Consumer Complaint No.	:	74 of 2025
Date of Institution	:	21.07.2025
Date of Decision	:	25.02.2026

1. **Ramanjit Sidhu** W/o Sh.Jagjit Singh
2. **Mannat Chandail** D/o Sh.Jaiwant Singh

Both residents of H.No. 1027, Sector 36-C, Chandigarh (U.T) and residing at Village Khangesra,

V E R S U S

1. **M/s WTC Chandigarh Development Company Pvt. Ltd.**, having its office at Block-D, Aero City Mohali, Mohali, Punjab – 160055, through its Authorized Signatory/ Manager.
2. **M/s WTC Chandigarh Development Company Pvt. Ltd.**, having its office at Block-D, Aero City Mohali, Mohali, Punjab – 160055, through its Managing Director/ Chairman.
3. **M/s WTC Chandigarh Development Company Pvt. Ltd.**, having its office at Block-D, Aero City Mohali, Mohali, Punjab – 160055, through its Director namely, Ujjawal Kumar Roy.
4. **M/s WTC Chandigarh Development Company Pvt. Ltd.**, having its office at Block-D, Aero City Mohali, Mohali, Punjab – 160055, through its Director namely, Prabhakar Kintala.
5. **M/s WTC Chandigarh Development Company Pvt. Ltd.**, having its office at SCO No. 111-112-113, 2nd Floor, Sector 17-B, Chandigarh (U.T) through its Authorized Signatory/Manager.
6. **M/s WTC Chandigarh Development Company Pvt. Ltd.**, having its office at SCO No. 111-112-113, 2nd Floor, Sector 17-B, Chandigarh (U.T) through its Director namely, Ujjawal Kumar Roy.
7. **M/s WTC Chandigarh Development Company Pvt. Ltd.**, having its office at SCO No. 111-112-113, 2nd Floor, Sector 17-B, Chandigarh (U.T) through its Director namely, Prabhakar Kintala.

.....Opposite Parties.

BEFORE: JUSTICE RAJ SHEKHAR ATTRI PRESIDENT

PREETINDER SINGH

MEMBER

ARGUED BY : *Sh. Vaneet Mittal, Advocate for the Complainants (on V.C).*

None for Opposite Parties No.1 to 4.

Opposite Parties No.5 to 7 proceeded against ex-parte vide order dated 25.09.2025

PER PREETINDER SINGH, MEMBER

This complaint has been filed by the complainants, seeking refund of the amount of Rs.69,30,631/- paid by them to the opposite parties, for the period from 12.02.2018 to 22.01.2024, towards unit bearing no. SF-10, measuring 1000 square ft., on the second floor, @Rs.86,80,000/- (inclusive of all taxes & other charges), purchased by them in their project named - “WTC CHANDIGARH-RETAIL SPACE”, Site 2, Block-D, Aerocity, Mohali, Punjab, on the ground that they failed to deliver possession thereof within a period of 48 months plus 6 months grace period i.e. on or before 18.11.2022, from the date of execution of Developer Buyer Agreement dated 19.05.2018, Annexure C-2, as envisaged in clause 4.4 thereof. The Complainants purchased the said unit for the purpose of earning livelihood. It has been stated that possession of the unit in question has not been delivered so far, as the opposite parties failed to complete construction and development at the project site, despite receiving huge amount equal to about 80% the total sale consideration from the complainants. It has been averred that number of requests made in the matter to the opposite parties did not yield any result. With the cup of woes brimming, the Complainants have filed the instant Consumer Complaint, alleging that the aforesaid acts amount to deficiency in service and unfair trade practice on the part of the Opposite Parties.

- 2) Notice of the complaint was sent to Opposite Parties seeking their version of the case.
- 3) The Respondents No.5 to 7 were served through e-mail but they did not appear, as such, they were proceeded against ex-parte vide order dated 25.09.2025.
- 4) The opposite parties No.1 to 4 in their joint written reply, while admitting factual matrix of the case with regard to sale of the unit in question to the complainants; payments made by them as mentioned in the complaint; execution of agreement etc. took various objections/pleas that this complaint is not

maintainable, as the complainants have no cause of action; that the complainants have purchased the unit for commercial purpose did not fall within the definition of consumer; the WTC CHD (Mohali) Allottees Welfare Association filed the case GC No.177 of 2025 on behalf of about 1265 allottees on 21.04.2025 and sought appropriate direction from the RERA to direct the Respondent No.1 to 7 to complete the project which is still pending adjudication; that the present complaint has been instituted after pursuing remedies before the RERA. On merits, while reiterating the aforesaid submissions, rest of the averments made in the complaint have been denied by the Opposite Parties and a prayer has been made for dismissal of the complaint.

5) However, subsequently, nobody has appeared on behalf of Opposite Parties No.1 to 4, therefore, Opposite Parties No.1 to 4 were proceeded against ex-parte on 27.01.2026.

6) In the rejoinder filed, the complainants reiterated all the averment contained in their complaint and controverted those of the opposite parties.

7) The parties led evidence, in support of their case and also filed written arguments.

8) We have heard the Counsel for the Complainants (on VC) and have gone through the evidence and record of this case, including the written arguments, very carefully.

9) After scanning of record, our findings are as under:-

10) Significantly, the Opposite Parties No.5 to 7 did not appear to contest the claim of the Complainants and preferred to proceed against ex-parte. This act of the Opposite Parties No.5 to 7 itself draws an adverse inference against them. The non-appearance of the Opposite Parties No.5 to 7 shows that they have nothing to say in their defence against the allegations made by the Complainants. Therefore, the assertions of the complainants go un rebutted and uncontroverted.

11) The first objection raised by Opposite Parties No.1 to 4 is with regard to the

maintainability of the complaint on the ground that the unit in question was purchased for commercial purpose and, therefore, the complainants do not fall within the definition of “consumer” under the Consumer Protection Act. However, the complainants have specifically pleaded that the unit was purchased for the purpose of earning livelihood. There is no cogent evidence on record produced by the Opposite Parties to establish that the complainants are property dealers or investors engaged in large-scale commercial activity. Mere purchase of a commercial unit does not ipso facto exclude a person from the definition of “consumer”, particularly when the unit is intended to be used for self-employment or livelihood. In the absence of any rebuttal evidence, the objection raised by the Opposite Parties is rejected.

12) The next objection relates to pendency of proceedings before the RERA and filing of complaint by WTC CHD (Mohali) Allottees Welfare Association. It is well settled that the remedy available under the Consumer Protection Act is in addition to and not in derogation of any other law in force. The availability or pendency of remedy before RERA does not bar the jurisdiction of the Consumer Commission. Thus, this objection also stands rejected.

13) The admitted facts of the case are that the Developer Buyer Agreement dated 19.05.2018 was executed between the parties, and as per Clause 4.4 thereof, possession of the unit was to be delivered within 48 months plus 6 months grace period, i.e., on or before 18.11.2022. It is also not disputed that the complainants paid an amount of Rs.69,30,631/- out of the total sale consideration of Rs.86,80,000/-. However, possession of the unit has not been delivered till date. The Opposite Parties have failed to place on record any completion certificate, occupancy certificate, or any other cogent material to establish that the project has been completed or that possession was offered within the stipulated period. It is thus evident that despite receiving approximately 80% of the total sale consideration, the Opposite Parties failed to complete the construction and hand over possession within the agreed timeline. Such inordinate and unexplained delay on their part amounts to clear deficiency in service and unfair trade practice, as the complainants cannot be compelled to wait indefinitely for delivery of the unit.

14) In the present case, the delay in offering possession is not marginal but substantial and wholly unexplained. The stipulated date for delivery of possession expired on 18.11.2022, yet even by the time of adjudication of this complaint, the Opposite Parties have neither completed the project nor produced any material to demonstrate a genuine impediment beyond their control that prevented timely completion. No force majeure circumstances, statutory prohibitions, or other unavoidable contingencies have been substantiated by way of evidence. The conduct of the Opposite Parties in retaining a substantial amount of Rs.69,30,631/- of the complainants for years without delivering the promised unit reflects a clear breach of contractual as well as statutory obligations.

15) It is settled law that a homebuyer/allottee cannot be compelled to wait indefinitely for possession and is entitled to seek refund where the delay is unreasonable and defeats the very purpose of the agreement. Moreover, Opposite Parties No.5 to 7 chose not to contest the proceedings and were proceeded against ex-parte, and even Opposite Parties No.1 to 4 failed to effectively pursue their defence. Such conduct further strengthens the unrebutted case of the complainants. The prolonged delay, coupled with failure to justify the same, clearly establishes deficiency in service and adoption of unfair trade practice on the part of the Opposite Parties, entitling the complainants to refund along with appropriate compensation.

16) In view of the facts and circumstances of this case, we are of the considered view that we cannot make the complainants to wait for an indefinite period, in the matter. It is well settled law that non-delivery of actual physical possession of units in a developed project accompanied by occupation and completion certificates by the promised date, is a material violation on the part of a builder and in those circumstances, the allottee is well within his/her right to seek refund of the amount paid. It was also so said by the *Hon'ble National Commission in Sujay Bharatiya & Anr. Vs. Unitech Reliable Projects Pvt. Ltd., Consumer Case No.1814 of 2017 decided on 05.07.2018.* The above view taken 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 Versus Trevor D' Lima & Ors. (2018) 5 SCC 442.*

17) In the present case also, there has been an inordinate delay in the matter. However, from the act and conduct of the opposite parties, referred to above, it has been proved that they never intended to complete the construction work at the project and deliver possession of the unit to the complainants, but, on the other hand, wanted to siphon off and usurp the huge amount of ₹69,30,631/- received from the complainants, for their personal use or some other purposes.

18) Thus, in view of aforesaid discussion and in our considered opinion, opposite parties, jointly and severally, are held liable to refund the entire amount of ₹69,30,631/- along with interest @9% p.a. from the respective dates of deposits in view of principle of law laid down by the Hon'ble Supreme Court of India in *Experion Developers Pvt. Ltd. Vs. Sushma Ashok Shiroor, Civil Appeal No.6044 of 2019, decided on 7.4.2022*, wherein it was held as under:-

“We are of the opinion that for the interest payable on the amount deposited to be restitutionary and also compensatory, interest has to be paid from the date of the deposit of the amounts. The Commission in the order impugned has granted interest from the date of last deposit. We find that this does not amount to restitution. Following the decision in DLF Homes Panchkula Pvt. Ltd. Vs. DS Dhanda and in modification of the direction issued by the Commission, we direct that the interest on the refund shall be payable from the dates of deposit. Therefore, the Appeal filed by the purchaser deserves to be partly allowed. The interests shall be payable from the dates of such deposits.

At the same time, we are of the opinion that the interest of 9% granted by the Commission is fair and just and we find no reason to interfere in the appeal filed by the Consumer for enhancement of interest.”

19) Further, Hon'ble National Consumer Disputes Redressal Commission, New Delhi in *M/S. MANOHAR INFRASTRUCTURE AND CONSTRUCTIONS PVT. LTD. & ANR. Vs. ANKIT JAIN*, First Appeal No.185 of 2020 decided on 17.05.2022, reduced the interest rate awarded by this Commission on the deposited amount(s) from 12% to 9% and the penal interest from 15% to 12%. Following the case of *Ankit Jain (supra)*, similar view was taken by Hon'ble National Commission in *MANOHAR INFRASTRUCTURE & CONSTRUCTIONS PVT. LTD. Vs. KAPIL DUA*, First Appeal No.1516 of 2018

decided on 19.12.2022. Not only this, in a recent case *M/S. MANOHAR INFRASTRUCTURE & ORS. VS. JORAWER SINGH MANN*, First Appeal No.1800 of 2017 decided on 20.03.2023, the Hon'ble National Commission while reducing the rate of interest from 13% to 9%, ordered refund of the amount alongwith interest @9% p.a. from the respective dates of deposit till the date of payment.

20) For the reasons recorded above, this complaint is partly accepted and the opposite parties, jointly and severally, are directed as under:-

- i) To refund the amount of ₹69,30,631/- to the complainants, alongwith interest @9% p.a. from the respective dates of deposit onwards, without deducting any TDS, within a period of 45 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. 12% p.a. (9% p.a. plus (+) 3% p.a.), from the date of passing of this order, till realization.
- ii) To pay to the complainants, compensation to the tune of ₹75,000/- for causing them mental agony and harassment and also for deficiency in providing service and adoption of unfair trade practice and cost of litigation to the tune of ₹35,000/- 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 passing of this order, till realization.
- iii) However, it is further made clear that in case, the complainants have availed loan facility from any Bank/Financial Institution, for making payment towards price of the unit in question, it will have the first charge on the amount payable, to the extent, the same is due to be paid by the complainants.

21) Pending applications, if any, stands disposed of accordingly.

22) Certified copies of this order be sent to the parties free of charge forthwith.

23) File be consigned to Record Room after completion.

Pronounced

25.02.2026

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JUSTICE RAJ SHEKHAR ATTRI
PRESIDENT

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PREETINDER SINGH
MEMBER