



**In the High Court for the States of Punjab and Haryana
At Chandigarh**

CWP-14197-2025 (O&M)
Date of decision: 11.12.2025

Balbir Singh and another ... Petitioners

Versus

National Consumer Dispute Redressal Commission & others ... Respondents

**CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL
HON'BLE MRS. JUSTICE RAMESH KUMARI**

Present:- Mr. Rajiv Kataria, Advocate for the petitioners.

GURVINDER SINGH GILL, J. (Oral)

1. The petitioners - Balbir Singh and Sunita Punia (allottees) seek modification of order dated 20.3.2024 (Annexure P-28) passed by National Consumer Disputes Redressal Commission (hereinafter referred to as "*the NCDRC*") so as to seek increase in rate of interest as awarded from 9% p.a. to 18% p.a. for delayed possession of the flat in question. Another prayer made in the instant petition is that respondents No.3 to 5 i.e. the builders/developers be burdened with recurring cost to be paid to the petitioners as had been imposed by this Court in CWP-14082-2024.
2. The petitioners had applied for allotment of a flat in 'Apartment D-2 in Tower/Block-D, Casa Homes' situated at Kharar – Landran Road, Sector - 115 Mohali, which was allotted to them vide allotment letter dated 7.4.2018 (Annexure P-2), however, despite the petitioners having made requisite



CWP-14197-2025 (O&M)

(2)

payments they were not given possession of the same constraining them to approach State Consumer Disputes Redressal Commission (hereinafter referred to as “*the SCDRC*”), which accepted the complaint filed by the petitioners under Section 17(1)(a)(i) of Consumer Protection Act vide its award dated 28.2.2022 (Annexure P-27). The operative portion of the said award is reproduced herein-under:

“13. Consequently, we allow the complaint of the complainants against Ops No.1-3 and dismiss qua OP No.4-Bank, as Bank is a performa party in this cae and issue the following directions to Ops No.1-3:

i. to deliver the possession with occupation/completion certificate of the apartment/flat, in question to the complainants after removing the above noted defects/discrepancies and complainants are directed to pay 10% remaining amount of basic sale price.

OR

If Ops No.1-3 fail to deliver the possession of the aptment/flat after removing the defects and after issuing completion/occupancy certificate then they are directed to refund the amount of Rs.36,79,200/- alongwith interest @ 6% per annum, w.e.f. the dates of payments till realization.

ii. to pay an amount of Rs.50,000/- as compensation for causing harassment and mental agony.

iii. to pay an amount of Rs.5,000/- as litigation expenses. ”

3. The petitioners, however, not being fully satisfied filed an appeal before the NCDRC, which slightly modified the order passed by the SCDRC vide its award dated 20.3.2024 (Annexure P-28). The operative portion of the said award is reproduced herein-under:



“15. In view of the arguments above, we see merit, in the impugned order of the State Commission. The impugned order is liable to be upheld with certain modifications. Consequently, the impugned order is affirmed with the modifications as below:

- (i) the Respondent shall comply with the direction of the State Commission to offer possession of the flat in question within 45 days of this order and hand over possession of the flat within 45 days thereafter;
- (ii) the Appellants shall make the payment of the final installment of 10% dues along with other statutory and other charges payable at the time of possession within 30 days of receipt of such a demand being made by the Respondent who shall also execute the Sale Deed and Deed-of Conveyance;
- (iii) the Respondent shall compensate the Appellant for the delay in handing over possession @ 6% p.a, simple interest on the deposited amount from the extended date of promised possession i.e. 31.07.2018 till the date of offer of possession along with the Occupation Certificate within 8 weeks falling which it shall, attract a penal rate of interest of 9%.p.a.
- (iv) Respondents shall also pay the litigation expenses of ₹25,000/- to the Appellants.”

4. Respondent No.3 - Future City Developers Private Limited (the developer) approached this Court in writ jurisdiction so as to assail award dated 20.3.2024 passed by the NCDRC by way of filing CWP-14082-2024, which was dismissed by this Court vide detailed judgment dated 15.10.2024 (Annexure P-31) while imposing costs of Rs.1 lakh upon the petitioner therein (developer) and further issued strict directions with regard to the possession. The operative portion of said judgment is reproduced herein-under:



“The present petition is accordingly dismissed in limine imposing a further cost of Rs.1,00,000/-, in addition to the directions already issued by the National Commission, to be deposited by the petitioner-developer with the Poor Patients Welfare Fund, PGIMER, Chandigarh. It is further ordered that in case the possession is not delivered by the petitioner-developer to the respondents No.3 and 4-complainants after obtaining Completion/Occupation Certificate within a period of 45 days from the date of receipt of certified copy of this order, the petitioner-developer shall be liable to pay an additional costs to the tune of Rs.1,00,000/- for every three months' delay in delivery of possession and the said costs shall also be deposited with the Poor Patients Welfare Fund, PGIMER, Chandigarh.”

5. Thereafter the allottees (petitioners herein), who were arrayed as respondent Nos.3 & 4 in CWP-14082-2024, moved an application i.e. CM-2763-CWP-2025 under Section 151 of Code of Civil Procedure (Annexure P-32) in this Court for modification/clarification of order dated 15.10.2024 (Annexure P-31) passed by this Court in CWP-14082-2024 so as to seek additional costs of Rs.1 lakh for every 3 months delay in delivery of possession. However, after arguing at length, learned counsel for the applicants withdrew the said application on 4.3.2025. The said order dated 4.3.2025 is reproduced herein-under:

“The instant application has been filed under Section 151 of the Code of Civil Procedure, 1908 on behalf of respondents No. 3 and 4 for modification/clarification of the judgment dated 15.10.2024, to the effect that the additional cost of Rs.1,00,000/- for every three months delay in delivery of possession, as imposed by this Court on the petitioner-developer be granted in favour of the applicant-respondent No.3 & 4 on the ground that no possession has been offered to the applicant-respondents No.3 & 4 till date and that they are not aware of the fact as to whether the petitionerDeveloper has complied with the judgment of this Court by depositing the one time cost and the



remaining costs with the 'Poor Patients Welfare Fund' of the Postgraduate Institute of Medical Education and Research (PGIMER), Chandigarh or not.

After arguing the matter at some length, learned counsel appearing on behalf of the applicants-respondents No.3 and 4 seeks withdrawal of the present application.

Disposed of as withdrawn accordingly.”

6. By way of filing the instant petition, the petitioners reiterate their request for payment of additional costs and also seek that the interest to be paid be enhanced from 9% p.a. to 18% p.a.
7. Learned counsel for the petitioners, in order to hammer forth his prayer for awarding interest at the rate of enhanced rate of 18% p.a., presses into service judgment passed by Hon'ble the Apex Court rendered in Rajnish Sharma Versus M/s Business Park Town Planners Limited, 2025(4) RCR(Civil) 483.
8. We have heard learned counsel for the petitioners and have also gone through the impugned awards as well as the judgment cited by learned counsel for the petitioners.
9. First of all we find that the petitioners herein seek modification of order 20.3.2024 (Annexure P-28), which was infact never passed by this Court, but was passed by the NCDRC. While respondent No.3 – Future City Developers Private Limited (developer) had chosen to assail the said order by way of filing a writ petition in this Court i.e. CWP-14082-2024, but the petitioners had never ever chosen to challenge the said order. Infact even after the petition filed by builder/developer was dismissed, the petitioners had chosen



CWP-14197-2025 (O&M)

(6)

to move an application only in the said writ petition seeking costs to be paid to them, which was, however, withdrawn by them after arguing at length. In any case, at this stage we do not find any sufficient grounds so as to “modify” order dated 20.3.2024 (Annexure P-28) or to impose any additional cost.

10. As far as judgment pressed into service by learned counsel for the petitioners i.e. Rajnesh Sharma's case (supra) is concerned, we find that facts in the said case were different inasmuch as it was a case where not only the agreement stipulated that the builder was to charge interest @18% p.a. on delayed payment by an allottee, but had infact actually charged at the said rate and it was under those special circumstances that Hon'ble the Apex Court even while observing that there is no thumb rule for awarding a similar rate of interest as the builder is to charge as per the agreement, still chose to award interest @ 18% p.a. to the allottee since the builder had actually charged interest at the said exorbitant rate of interest i.e. 18% p.a.
11. In the instant case, however, the agreement does not show any such clause entitling the builder to charge exorbitant rate of interest nor has anything been shown that the allottees had actually paid any such kind of interest to the builder on delayed payment. Finding no merit in the instant petition, the same is hereby dismissed.

(GURVINDER SINGH GILL)
JUDGE

11.12.2025

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(RAMESH KUMARI)
JUDGE

Whether speaking /reasoned
Whether Reportable

Yes / No
Yes / No