



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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(1)

CWP-18446-2021

Date of Decision : 02.02.2026

Suresh Kumar Mehta and others

....Petitioners

Versus

State of Punjab and others

....Respondents

(2)

CWP-3718-2022

Inderjeet Kaur Chhabra and others

....Petitioners

Versus

State of Punjab and others

....Respondents

(3)

CWP-4410-2022 (O&M)

Suman Lata Kuthiala and others

....Petitioners

Versus

State of Punjab and others

....Respondents

(4)

CWP-15136-2022

Suman Patial and others

....Petitioners

Versus

State of Punjab and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI
HON'BLE MR. JUSTICE VIKAS SURI**

Present: Mr. Kamal Sehgal, Senior Advocate with
Mr. Charanji Lal, Advocate and
Mr. Ravinder Pankaj, Advocate
for the petitioners.

Ms. Tarushi Monga, Advocate for
Mr. Tejeshwar Singh, Advocate
for the petitioners (in CWP-3718-2022).

Mr. Yatin Bunger, Assistant Advocate General, Punjab.

Mr. Shekhar Verma, Advocate



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Mr. Jagraj Singh, Advocate
for respondent No.4 (in CWP-18446-2021 and
CWPs No.3718 and 4410 of 2022).

Mr. Sandeep Khunger, Advocate
Mr. Saksham Khunger, Advocate
for respondent No.6 (in CWP-18446-2021).

Harsimran Singh Sethi, J. (Oral)

1. All the petitions, the details of which are mentioned in the heading, involve common point of law and common set of facts, hence, they are being dealt together. For the sake of convenience, the facts are being taken from CWP No.18446 of 2021.
2. In the present petition, the challenge which has been made is to the validity of byelaw No.3.18 of Punjab Municipal Building Bye-Laws, 2018, (for short, 'the 2018 byelaws'), as amended in the year 2019.
3. The contention which has been raised by the learned Senior Counsel for the petitioner is that byelaw 3.18 provides for grant of completion certificate/benefit of sale completion, which grant of benefit cannot be allowed keeping in view the fact that till the building qua which such certificate is sought, is complete in all respects, the completion certificate cannot be granted. The learned Senior Counsel for the petitioners argues that once, there is no provision for grant of such certificate qua partial completion of building concerned envisaged under the Punjab Municipal Act, 1911, (for short, 'the 1911 Act'), the Punjab Municipal Corporation Act, 1976, (for short, 'the 1976 Act') or even in the Punjab Apartment and Property Regulation Act, 1995 (for short, 'the 1995 Act'), the benefit of completion certificate qua a partially



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completed building which has been granted under the byelaws, is contrary to provisions of the parent statutes mentioned hereinbefore.

4. The learned counsel appearing on behalf of the respondent submits that the present matter is a commercial dispute between the parties as, the builder, i.e. the promoter, has raised a colony and as per the agreement entered into between the parties, till the completion of the offer made to the petitioner qua the building/construction, the petitioners were entitled to certain financial benefits, which financial benefits come to a halt when all the required terms and conditions of the agreement entered into between the parties qua the commercial building are fulfilled, even if the whole construction of the commercial building is not complete. However, in order to gain more financial benefits, which come to a halt on fulfilment of terms between the parties, challenge has been laid down to byelaw 3.18 of the 2018 byelaws.

5. The learned counsel for the respondent further submits that on the date when the agreement was entered into between the petitioners and the builder, i.e. respondent No.6, the said byelaws duly existed and it is only upon fulfilment of the terms and conditions agreed upon between the parties, that the possession of respective units of the commercial building was handed over to the petitioners, who still want financial benefits which they were receiving before the possession of building units was delivered to them, by raising a plea that the entire building is not complete though, the non-completion of remaining units of building complex has nothing to do with the terms and conditions applicable in the contract which was entered into between the



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petitioners and the respondent No.6–Builder.

6. The learned counsel for the respondent further submits that grant of the partial completion certificate as envisaged under byelaw 3.18 of the 2018 byelaws, cannot be treated as arbitrary, illegal or contrary to the parent Act as, the building byelaws though have been framed under the 1911 Act or the 1976 Act, but, nothing in the said legislations prohibits the grant of the partial completion certificate and hence, byelaw 3.18 of the 2018 byelaws cannot be treated as arbitrary or illegal or contrary to the 1911 Act or the 1976 Act.

7. The learned counsel for the respondent No.6–Builder argues that in the present case, there were five different units/towers which were to be completed in building complex and upon completion of each tower, the completion certificate was given and as, the commercial shops applied for by the petitioner fell in Tower/Block No.4 and 5, construction of which got completed in all respect, merely the fact that other towers were still under construction, the same cannot give rise to a claim at the hands of the petitioner to contend that the completion certificate granted to Tower/Block No.4 and 5, for partial completion of building complex concerned, was arbitrary or illegal, especially when all the approvals required for completion of the said Tower/Block No.4 and 5 were taken.

8. The learned State counsel submits that keeping in view the modern techniques which are being used for constructing the building, buildings are constructed in a way that there are different phases under which such buildings are completed. Merely because the completion certificate has



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been granted in favour of respondent No.6 on completion of one unit, which has no co-relation with the other unit, i.e. the commercial building consisting of more than one unit in the same project, the benefit of completion certificate qua such partially constructed building cannot be treated as arbitrary and illegal.

9. We have heard the learned counsel for the parties and have gone through the record with their able assistance.

10. The first question which has been raised is that whether, byelaw 3.18 of the Punjab Municipal Building Bye-Laws 2018 is contrary to the Punjab Municipal Act, 1911, the Punjab Municipal Corporation Act, 1976, and the Punjab Apartment and Property Regulation Act, 1995. Relevant portion of law, i.e. Byelaw 3.18 is reproduced as under:

"3.18 Occupancy/Part Completion Certificate

3.18.1 Phased Project

"In such cases where a project has not been completed at one stretch but constructed in different stages, part occupancy/completion certificate for the building otherwise complete in all respects, may be issued subject to the condition that such a part occupancy/completion certificate would apply to an independent block/building of the sanctioned project. In case of residential house part occupancy/completion may be issued for an independent floor.

For projects referred to in Clause 3.18.1, the rest of the construction which forms part of the sanctioned plan/scheme shall be completed in the remaining sanctioned or extended period after revalidation as the case may be. Thus the sanctioned or extended period after revalidation as the case may be. Thus the



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remaining sanction will not lapse if the part completion certificate is issued. The remaining constriction shall be completed in the validity period."

11. Qua the said aspect, it shall be noted that not even a single provision has been brought to notice of this Court by the learned Senior Counsel for the petitioner, which shows that grant of completion certificate qua a partially completed building complex is prohibited. Further, the byelaws envisage grant of completion certificate qua certain types of building which consist of separate units so as to show that a particular unit which is separate from the other, is complete in all respects. The grant of completion certificate qua the said unit, which is to be treated as partially completed on account of it being a part of building project yet to be fully completed, cannot be treated as arbitrary and illegal. It is only in the case, where grant of completion certificate qua partially completed building is prohibited, that byelaw 3.18 could be treated as illegal or contrary to the statute. In the absence of any such provision brought to the notice of this Court, which could show that byelaw 3.18 contradicts the provision of any parent Act, any particular provision pertaining to a particular situation which is not envisaged in the Act, but has been supplemented by the byelaws, cannot be treated as contrary to the main Act.

12. Further, it may be noticed that once, there are five different units in the project concerned and each unit has to be prepared and completed separately and completion of each unit is not dependant upon other units to be constructed and it is upon this aspect that byelaw 3.18 comes into play,



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wherein, upon completion of one or two units out of the five units, the benefit has been given to respondent No.6-builder so as to grant it completion certificate qua such completed unit in order to allow it to go ahead with the grant of allotment to the allottees and fulfilment of other terms and conditions of allotment. The said benefit which has been given to the builder, cannot be treated as arbitrary or illegal rather, the same has to be treated in a manner so as to allow a convenient transfer of the property which becomes final for allotment/occupation.

13. In the present case, it is a conceded fact that there were five different units which were to be constructed by the builder. The shops which were purchased by the petitioner from the builder were constructed in Unit/Block No.4 and 5. The Unit/Block No.4 and 5 were complete in all respects as all the necessary approvals to occupy the same were granted by the authorities concerned, which fact has gone unrebutted at the hands of the petitioner. Merely that the other blocks of the project were not complete, the same will not give right to the petitioner to claim that the project has not been completed yet. The completion of project means that the allotment be made to the petitioners as per the terms and conditions entered into between the purchaser and the builder upon completion of such terms and conditions, coupled with the satisfaction of the authorities concerned that the building so constructed as a unit, has all the necessary requirement for approval. The grant of the benefit of completion certificate separately qua such constructed unit forming part of the whole project, cannot be treated as arbitrary or illegal or beyond the jurisdiction of the State to provide such benefits to the builders,



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which in fact clears the way for early occupation of the building rather than waiting for completion of the total units, as is being claimed by the petitioner. It is not the case of the petitioners that the completed unit has any indispensable dependency upon the other units.

14. Further, no prejudice has been shown to be caused to petitioner with regard to the grant of partial completion certificate. The petitioners are only claiming that till all the units/blocks of the whole project are completed, the building should not be declared as completed so as to allow them to claim financial benefits from the builder. The purpose for which the writ petition has been filed is not for redressal of any prejudice caused to petitioner but for claiming financial benefits from the builder and that too by challenging a provision from the byelaws, which *prima facie* is for the genuine builders so that they can allot the units/blocks which have attained finality in terms of the construction and extended at the time of entering into contract by the petitioner with the builder.

15. Still further, nothing has come on record to show that any independent unit, which is separable from the other units though part of the whole project, cannot be treated as a unit on its own to seek completion certificate. Once, the towers which were to be constructed by the builder were totally separate from each other and had nothing to do with one another, on completion of each tower, the grant of completion certificate by the authorities to each tower independently, which is being challenged by the petitioner as being impermissible, cannot be accepted.

16. Further, the challenge to the *vires* is to be examined in case, the



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law enacted is beyond the jurisdiction of the authorities enacting it or in case the provisions challenged is contrary to any act or other provisions of law or the challenged provision is against any public policy. Under these circumstances, the challenge to a Rule/bye law can be entertained. Merely that a Rule is causing financial hardship to a particular party, cannot be treated as a valid ground to set aside such provisions so as to treat the same as *ultra vires*. In the present case, the Learned Senior Counsel appearing for the petitioners has failed to establish any lack of jurisdiction of the authority enacting the Byelaw 3.18 or that the same is contrary to any public policy. The only argument which has been raised is that the same is causing financial distress to the petitioner, which cannot be treated as a valid ground to set aside the provision of law, which is otherwise maintainable.

17. It is settled principle that personal interest must yield to larger public good. Thus, the prospective allottees of an independent unit that forms part of a larger project, cannot be allowed to deny taking of possession and use thereof, only for the reason that another independent unit of the said project is yet to be fully completed. In such circumstances, individual interests cannot cast any shadow upon the eager legitimate expectations for granting early allotment and possession of the unit to the allottees, especially when the said unit has since been completed.

18. Keeping in view the totality of the circumstances, no ground is made out for any interference by this Court in the facts and circumstances of the present cases.

19. Accordingly, the writ petitions are dismissed.

CWP-18446-2021
CWP-3718-2022
CWP-4410-2022 (O&M) and
CWP-15136-2022

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- 20. Pending application(s), if any, stands disposed of.
- 21. Photocopy of this order be placed on the files of other connected cases.

(HARSIMRAN SINGH SETHI)
JUDGE

February 02, 2026
Varinder

(VIKAS SURI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No