

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

**RESERVED ON: 19.09.2026
PRONOUNCED ON: 27.10.2026**

CONSUMER COMPLAINT NO. 1040 OF 2017

Panchkula Heights Resident Welfare Society (Registered)
Through its Authorised Representative
Shri Suresh Trikha
Peer Muchalla, Zirakpur,
Punjab

....Complainant

Vs.

1. M/s G.S. Promoters & Developers
Through its Executer Partner
Shri Manoj Mittal
SCO-409, Sector-20,
Panchkula, Haryana

Also At:
SCO-411, First Floor,
Sector-20, Panchkula,
Haryana

2. Shri Manoj Mittal
S/o Shri Ram Kumar Mittal
R/o 536, Sector -16,
Panchkula, Haryana

....Opposite Parties

BEFORE:

**HON'BLE DR.INDER JIT SINGH, PRESIDING MEMBER
HON'BLE MR. SHASHI NANDKEOLYAR, MEMBER**

For the Complainant : Mr. Alok Kachru, Advocate

For Opposite Parties : Mr. Ankit Swarup, Advocate with
Mr. Anubhav Yadav, Advocate

ORDER

DR. INDER JIT SINGH, PRESIDING MEMBER

1. The present Consumer Complaint (CC) has been filed under Section 21 of the Consumer Protection Act, 1986 by the Complainant Society against the Opposite Parties as detailed above. The Complainant have made the following prayers:

"(a) pass an award in favour of the complainant and against the opposite party thereby directing the opposite party to pay a sum of Rs.5 Crore for the above mentioned 1 Acre of land as marked in red colour in site plan and the market value of which is Rs.5 Crore;

(b) provide completion certificate of 1 Tower of EWS consisting of approx. 11500 sq. feet as marked in blue colour in site plan and get the said construction regularized from concerned authority after paying compounding fee/charges and provide the completion certificate;

(c) and also sent a proposal to the concerned Municipal/Govt. Authority to regularize the Administrative block consisting of office, Gym, Swimming Pool and Community Hall along 8 Nos of shops as marked in black colour in site plan and provide the complainant the completion certificate of the same;

(d) and also sent the proposal to the concerned electricity/Govt. Authority to enhanced the load to 170 KW after depositing the requisite fee/charges;

(e) and also transfer the land title/ownership title of the above said property in the name of complainant;

(f) and also provide the layout plan of water supply line, Sewerage lines, electrical lines to the complainant;

(g) cost of this proceedings be paid by the opposite party to the complainant;

(h) Damages for mental agony and physical suffering of the complainant assessed at Rs.10,00,000/-be also paid to the complainant

(i) Further and other reliefs, as the complainant may be entitled, too be granted.

2. It is averred/stated in the Complaint that:-

The Opposite Party advertised and sold the flats to the buyers and executed sale deed through M/s G.S. Promoters and Developers Authorized by the partners of the firm vide resolution dated 29.06.2010. While selling the flats of the project 'Panchkula Heights' in the brochure advertised by the OP, it was written that their project is in 5.00 Acres of land. The Complainant Society came to know through the approved drawing, after the OP handed over the project, that the project is approved for 4.00 Acres of land. The OP provided the Completion Certificate of 11 Towers to the Complainant i.e. 6 Nos. of 3 BHK and 5 Nos. of 2 BHK. But the OP had not provided the Completion Certificate of 1 Tower of EWS consisting of approx. 11500 sq.ft., which was in the sanctioned drawing plan. The administrative block consisting of Gym, Swimming Pool and Community Hall and 8 shops have been constructed which were not in the sanctioned plan. The sanctioned electricity load of the common area is 98.54 KW against the required load of common area as 170 KW. The OP has not transferred the land title/ownership title in the name of the Complainant. The layout plan of water supply lines, sewerage lines and electrical lines has not been provided by the OP despite demanded by the Complainant several times. The Complainant sent legal notice to the OP on 03.04.2017. Thereafter, the Complainant filed Complaint before this Commission.

3. Complaint was admitted and notice was issued to the Opposite Parties on 05.05.2017 with the direction to file their written statement within 30 days of the receipt of the notice of the Complaint. OPs filed their reply on 28.09.2017. Parties filed their Rejoinder, evidence and written synopsis.

4. The OPs stated in their written statement/reply that –

- The present Complaint has been filed by Resident welfare Society, who is not a 'consumer' of the services provided by the OPs herein. The Complainant has

never purchased a flat in the project. In support of this contention, the OPs have relied upon the judgment of this Commission in Ambrish Kumar Shukla & Ors. v. Ferrous Infrastructure Pvt. Ltd. -CC 97 of 2016.

- Complaint has been filed on the ground of breach by OPs. The said breach of trust alleged by the Complainant has to be proved by extensive evidence before the Civil Court. The Complaint involves disputed question of facts, which cannot be decided in the summary proceedings. The Complaint has been filed before this Commission to avoid payment of court fee. Thus, the Complaint is not maintainable.
- The Complaint has been filed beyond the period of prescribed limitation. No cause of action arose against the OPs.
- The allegations of Complainant are not supported by evidence and cannot be relied on and looked into.
- The OPs have never misled its buyers or mis-stated the area over which the project has been developed. The total area of project is 19 Bigha, 5 Biswa and 11 Biswasi i.e. 19,277 sq. yards. As per the registration norm in State of Punjab, an acre is equivalent to 4011.11 sq.yards, which can be verified from the Field Map of Peer Muchaila, Zirakpur, where every acre/killla is measured by 40 Karam x 40 Karam i.e. 190 feet x 190 feet. Thus, the area of project is 4.81 acres, which can be said to be approximately 5 acres, whereas, in common usage in other parts of the country, one acre is equivalent to 4840 sq.yards.
- The Complainant has not disclosed regarding the undertaking dated 15.04.2015 given at the time of receiving a lump-sum amount of Rs.57,00,000/- from the OPs. As per the undertaking, all licenses, departmental clearances including completion certificate, electricity load sanctioning were to be applied and

pursued by the Complainant itself, since the date of undertaking. The OPs granted Competition Certificate on 20.09.2012 and the existing sanction of electricity load was in the knowledge of Complainant since the execution of undertaking on 15.04.2015.

- The OPs are always ready to transfer the title of common areas, at the cost and expenses of Complainant. All the drawings have been supplied the Complainant.
- The Complainant has suppressed the reply to legal notice dated 23.04.2017 sent by the OP.
- The Sale Deed in favour of buyers of flats was executed in the year 2011 & 2012 by the OPs and the Completion Certificate was granted on 20.09.2012, the Complaint has been filed in the year 2017. The relief sought has been inflated in order to fall within the pecuniary jurisdiction of this Commission.

5. Both sides were heard at length on 07.11.2025. Extract of the relevant paras of the said order dated 07.11.2025 is reproduced below:

- 1. Heard counsel for both sides in part.*
- 2. Various prayers have been made in the complaint, one of the important prayer is that in the brochure which was advertised, the project is in a 5 acres plot, but the sanctioned plan now indicate that it is on 4 acres plot. Hence, Society / Members of the Association have been deprived of the additional 1 acre area which could have given in the form of green space / open area. It is admitted that flats have been handed over, which are of the promised size and by and large other amenities and facilities like swimming pool have been put in place.*
- 3. During the hearing, our attention was drawn to the brochure which indicates the complex to be built up in an area of 5 acres, and towards sanctioned plan, which indicates area to be 4.00 acre. This sanctioned plan also states that total area to be 19 bighas 5 biswas, 11 biswasis and also indicate further that 1 acre is 190x190 (36100 sq.ft or 4011.11 Sq. Yds). OPs have stated in their written version that in Registration norm in the State of Punjab, an acre is equivalent to 4011.11 sq. yards and this*

makes the total area of 19,277 sq. yds, which is equal to 4.81 acres admitting that there is some shortfall, submitting further that this (4.81 acres) can be said to be approximately equal to 5 acres.

- 4. On the other hand, complainants have placed on record copy of the communication dated 06.03.1986 from the Chief Town Planner, Punjab, which indicates that one acre is equal to 4840 sq. yds.*
- 5. Both sides are granted another 4 weeks time to place on record authentic document / notification of the Government of Punjab / concerned authorities which will provide clear conversions between acre and sq. yds in the state of Punjab, in particular, for the area where Project in question is located, as possibility of the State following different units in different parts cannot be ruled out.*
- 6. Two preliminary objections were raised by the opposite party (a) on limitation stating the sale deed in question was executed with the allottees in 2010, complaint having been filed in 2017 is barred by limitation and no condonation of delay application has been filed. However, complainants have drawn our attention to document which indicate that possession of the project was handed over to the complainant Society on 15.04.2015 only, the complaint was filed on 13.04.2017, contending that there is no delay. We tend to agree with such contentions of the complainant as cause of action arose when the Society /Association in question have got the possession, only then they could have known whether there is any shortfall in the total project area or not where individual allottee who had got their sale deed executed, as they cannot make out themselves that total project area has a shortfall or not.*
- 7. The other objection is with regard to the complaint being made under section 12 (1) (c), drawing our attention to an application IA No. 6393 of 2017, seeking permission to file joint complaint under section 12 (1) (c). This complaint was never admitted as class action, which requires formal permission by the Commission followed by publication in newspaper. Perusal of order dated 05.05.2017 indicates that as this complaint was admitted as complaint is filed by the Society, obviously, it is to be treated as complaint as 12 (1) (b) and not 12 (1) (c).*

xxxx"

- 6. The matter was again heard at length on 12.06.2026. Order dated 12.06.2026 is also reproduced below:*

"1. This case was earlier heard on 07.11.2025. Today the matter has been heard afresh. In the complaint, besides the issue of project area being less by one acre, which is raised under prayer (a), the complainants have raised four other important issues under prayers (b) to (e). The complainant submitted during the hearing that prayer under (f) need not be taken as they already got the layout plan. The other four issues are:

I. Prayer (b): completion certificate of category III i.e., EWS tower not obtained.

II. Prayer (c): the administrative block consisting of office, gym, swimming pool and community hall without sanctioned plan.

III. Prayer (d): sanctioned load of only 98.54 KW taken against the required load of 170 KW.

IV. Prayer (e): ownership title of common areas not yet transferred to the society.

2. As regards the issue relating to the project area being deficient by one acre, that is having an area of four acres only whereas it was promised as five acres in the brochure, the complainants from their side have placed on record a copy of letter dated 06.03.1986 from the Chief Town Planner, Punjab, which they obtained under RTI on 10.12.2025, as per which one acre is equal to 4,840 sq. yards. They have also placed on record a copy of the judgment dated 27.04.2012 of the Hon'ble Supreme Court in **Civil Appeal No. 4005 of 2012 in Mehrawal Khewaji Trust (Regd.), Faridkot & Ors. Versus State of Punjab & Ors.**, which is in the context of land acquisition, which also mentions that one acre is equal to 4,840 square yards and one kanal is 605 sq. yards. Further, a copy of the judgment dated 17.01.2019 of the High Court of Punjab and Haryana has also been placed on record, which is in the context of land pooling policy dated 19.06.2013 of Government of Punjab, Department of Housing and Urban Development, and refers to units as mentioned in the said policy document i.e., "one acre means standard acre having eight kanals. Each kanal shall be of 605 sq. yards in area". Another document placed on record by the complainant is a notification dated 19.06.2013 of the Department of Housing and Urban Development, which states that "An acre means standard acre having eight kanals. Each kanal shall be of 605 square yards in area".

3. On the other hand, the OPs have from their side placed on record a report received from the Naib Tehsildar of the concerned area under RTI, which states that one killa (which OP claim is acre) is equal to 4000 sq. yards. This report of the Naib Tehsildar is reproduced below:

ANNEXURE-P-4

OFFICE OF PUBLIC INFORMATION OFFICER-CUM-NAIB TEHSILDAR, ZIRAKPUR

To

G.S. Promoters & Developers
Village Peer Muchalla, Sub-Tehsil Zirakpur
Number 460 RTI/Reader, Dated 07-01-2026

Subject:- Regarding information under Information Act 2005

Regarding the above mentioned subject you are informed in accordance with your application received under information act. That report received from Halqa Patwari regarding to your application is as under:-

1. According to the revenue record Jamabandi for the year 2021-22 for village Peer Muchalla where generally/ commonly Khasra numbers such as khasra number 180 etc., are according to Aksh Latha are of Size 40 Karam x 40 Karam = 4B-OB-OB (4000 sq.yards) per Killa (1 Karam = 4.75 ft).

Report is sent for information purpose.

Sd/-
Public Information officer cum
Naib Tehsildar Zirakpur



ATTESTED TO BE TRUE COPY

NOTARY (GOVT. OF INDIA)
ZIRAKPUR (H.S. 145-SP)

07 JAN 2026

[TRUE TRANSLATED COPY]

4. It is the case of the OP herein that if we go by this report of the Naib Tehsildar, the area mentioned in the sanctioned plan exactly matches (page 20 of the complaint), wherein the total area of the scheme mentioned is 19 bigha, 5 biswa and 11 biswasi. This plan document states that one acre is 190 feet x 190 feet (36,100 sq. feet or 4,011.11 sq. yards), with total area of the site

being 19,330.97 sq. yards. The counsel for the OP contends that 19,330.97 sq. yards will come to 4.81 acres, but by mistake in the plan it is indicated as 4 acres. Hence there is a slight deficiency of 0.19 acres only as 4.81 acres have been provided as against 5 acres advertised in the brochure.

5. With regard to this deficiency, the counsel for OP has drawn our attention to this Commission's judgment dated 11.10.2024 in CC/46/2009 Ruchira Residency Apartment Owners Association Vs. West Bengal Housing Board, wherein this Commission stated that such minor variation from the area notified in the brochure and the actual area does not amount to misrepresentation or deficiency or short supply (in that case, against the notified area of 5 acres in the brochure, an area of 4.78 acres was provided). However, it was fairly submitted by counsel that this judgment was subsequently challenged before the Hon'ble Supreme Court and has since been stayed.

6. On the issue of area/land measurement in Punjab, in particular in the urban area where the project in question is located, whether one acre consists of 4000/4011 sq. yards or 4840 sq. yards (and whether one kanal consists of 500 sq. yards or 605 sq. yards), as different sets of documents have been placed on the record by both sides from different authorities of the same State Government, along with judicial orders/judgments we deem it necessary to seek a categorical report from the State Government, through the Chief Secretary, Secretary-in-Charge of the Revenue Department and Secretary-in-Charge of the Housing and Urban Development Department. The Registry may immediately write to the Chief Secretary, Secretary-in-Charge of the Revenue Department and Secretary-in-Charge of the Housing and Urban Development (Additional Chief Secretary/Principal Secretary), seeking specific details on the issue involved, requesting them to send the report with copies of all the relevant notifications/documents of the State Government within a maximum of two weeks from the date of receipt of this direction. Registry should keep a continuous follow-up till the receipt of these report(s) and ensure that these are received before the next date of hearing. Further the report be sought on whether in the Municipal Council, Zirakpur, where the project in question is lies, one acre equals 4,000/4,011 square yards or 4,840 square yards.

7. With regard to the issue of no CC for EWS tower in category III, the OPs have drawn our attention to a completion plan approved by the Municipal Council, Zirakpur, which in the table includes all three categories i.e., category III of EWS as well. This sanctioned plan also refers to letter no. 2226 dated 20.09.2012. However, counsel for the complainant, drawing our attention to this letter at page 22 of the complaint paper book, submits that this letter is silent on category III and it specifically refers to category I and II towers only, and it also states that this approval has been received from the Government. Hence, according to him, CC of EWS is not there.

8. As regards admin block being without a sanctioned plan, drawing our attention to the same sanctioned plan, counsel for the OP submits that this has been marked as commercial area in the said plan and stands approved. However, counsel for the complainant contends that the admin block, housing office, gym, swimming pool and community hall cannot be termed as commercial area and such areas remaining without a sanctioned plan can later on have adverse consequences for the society as well as the allottees and can face even demolition as unauthorized constructions.

9. With respect to the sanctioned load, counsel for the complainant has drawn our attention to the electricity bill at page 36, which shows sanctioned load of 98.54 KW and also shown us a report from one Sidhi Vinayak Enterprises engaged by them, which shows the running load to be 168.42 KW. However, the counsel for OP, drawing our attention to Letter dated 30.07.2012 from the Chief Electricity Inspector, which refers to annual inspection of five number of 315 KVA transformers, submits that this amounts to a load of 1260 KW. Hence, according to counsel for OP, the sanction load is 1260 KW and not 98.54 KW as claimed, and it is much higher than the required running load of 170 KW claimed by the complainant.

10. With respect to transfer of title with respect to common areas to the society, the counsel for the OP has drawn our attention to Sections 4(3), 4(4) and 4(5) of the Punjab Apartment Ownership Act, 1995 and stated that under these provisions, the undivided interest in common areas and facilities cannot be separated from the apartments and shall be deemed to be conveyed or encumbered with the apartment, even though such interest is not expressly mentioned in the conveyance deed or other instruments. Although the counsel for the OP, drawing our attention to the sample conveyance deed in respect of one of the allottees of the same project, states that the conveyance deed does refer to some of the common areas like common stairs, common passages, common fittings, fixtures, common sewerage system, etc. However, this conveyance deed does not refer to common roads, common administrative block, etc. However, it was submitted that if there is a direction to specifically convey the title of common areas to the society, although as per the above-cited provisions of the Punjab Apartment Ownership Act it is not required, the OP will have no objection in doing so.

11. List on 31.07.2026 at 02:00 PM."

7. In pursuance to this Commission's order dated 12.06.2026 report dated 29.07.2026 from the Government of Punjab (Department of Revenue, Rehabilitation and Disaster Management) was received by the Commission on 03.08.2026. The extract of the relevant portion of the report is reproduced below: -

LDH-21/3/2026

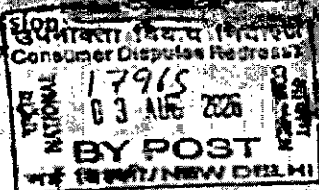
NDH-

Speed post

**Government of Punjab
Department of Revenue, Rehabilitation and Disaster Management
(Land Revenue-1 Branch)**

To

Registrar,
National Consumer Disputes Redressal Commission,
Upbhokta Nyay Bhavan, F-Block, GPO Complex,
Aviation Colony, INA Colony,
New Delhi 110023



Memo No. 26/35/2026-LR1(357 457
Chandigarh, dated 27/7/26

Subject: Submission of report regarding Land Measurement Units in the State of Punjab in Consumer Complaint No. 1040/2017 titled Panchkula Heights Resident Welfare Society, Zirakpur vs. M/s G.S. Promoters & Developers Ltd. pending before the Hon'ble NCDRC, New Delhi.

Ref: Letter dated 23.06.2026 received from the Hon'ble Commission.

With reference to the letter cited above on the subject, the required information requested by your office prepared in Annotated Form based on factual reports received from the Director Land Records, Punjab (Jalandhar), Deputy Commissioner, SAS Nagar (Moh. 3) and the relevant provisions of the 'Punjab Land Records Manual 2012'—is submitted below:

S.No.	Query / Information Sought	Report Received from Director Land Records, Punjab
1.	Whether 1 Kanal is equal to 500 square yards or 605 square yards in the State of Punjab?	In Punjab, where the length of 1 Karam of the measuring chain (<i>Jarib</i>) is 60 inches, 1 Kanal will be equal to 500 square yards; and where the length of Karam is 66 inches, 1 Kanal will be equal to 605 square yards.
2.	Whether 1 Acre is equal to 4,000/4,011 square yards or 4,840 square yards?	In Punjab, where the length of 1 Karam of the measuring chain (<i>Jarib</i>) is 60 inches, 1 Acre will be equal to 4,000 square yards; and where the length of Karam is 66 inches, 1 Acre will be equal to 4,840 square yards.
3.	Is there any difference in these measurement units in different parts of Punjab (Urban and Rural areas)?	The lengths of Karams and area units in different parts of Punjab are specified in Chapter 04, Paragraph No. 4.40 of the Punjab Land Records Manual 2012. Photocopies of pages 183 to 188 of the Land Record Manual are attached herewith.

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4.	Specifically, which measurement unit is prevalent in the area falling under Municipal Council, Zirakpur?	As per the factual report submitted by the Deputy Commissioner, S.A.S. Nagar, the following scales are prevalent in Sub-Tehsil Zirakpur: I. 66-inch Karam (= 5.5 feet) II. 57.157-inch Karam (= 4.75 feet)
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M. Singh
Under Secretary, Revenue
Under Secretary-Revenue
FC, Sectt PB CHD

Enclosures:

1. Certified copies of Chapter 4, Paragraph 4.40 of the Punjab Land Records Manual 2017
2. Copy of report from Director Land Records, Punjab (Principal, State Patwar School, Jalandhar letter No. SPS(J)/875 dated 24.07.2026).
3. Report received from the Office of Deputy Commissioner, S.A.S. Nagar regarding prevalent measurement scales in Sub-Tehsil Zirakpur.

8. Both the parties were finally heard on 18.09.2026, when the judgment was reserved.

8.1.1 It is contended by the Complainant that the sanctioned/approved drawing placed on record reflects the total area approximately as 19,330.97 sq.yds, which does not correspond to the represented area of 5.00 acres. The discrepancy is not merely a matter of description but goes directly to the extent of land represented to the consumers. In this context, the Complainant relied upon the judgment passed in Mehrawal Khewaji Trust (Regd.), Faridkot & Ors. v. State of Punjab & Ors., Civil Appeal No. 4005 of 2012, decided on 27.04.2012, wherein the Hon'ble Supreme Court recorded, in the context of measurements in Punjab, that 8 kanals constitute 1 acre, 1

kanal comprises 605 sq.yards and consequently, 1 acre comprises 4,840 sq.yards. The Complainant further relied upon the judgment passed by the Hon'ble Punjab & Haryana High Court in Kamaljit Kaur v. State of Punjab & Ors., CWP No. 5123 of 2017, decided on 17.01.2019, wherein the Punjab Government Land Pooling Policy dated 19.06.2013 was noticed. The said Government Policy proceeds on the standard of any acre comprising 8 kanals, with each kanal measuring 605 sq.yards. The Complainant also relied upon the circular/communication dated 06.03.1986 issued by the Chief Town Planner, Punjab, regarding adoption of metric scales for preparation of plans, as per the official planning material relevant to the manner in which land and development plans are to be prepared and measured, as per these plans, one acre is equal to 4840 sq. yards. It is further contended that the report furnished by the Punjab Government also records that, in Punjab where the 60-inch karam is applicable, one acre is treated as 4,000 sq. yards, where the 66-inch karam is applicable, one acre is treated as 4,840 sq.yards. The same report further records that, in the Sub-Tehsil Zirakpur, the scales reported as prevalent are 66 inches karam and 57.157 inches karam (4.75 feet). Thus, the question of measurement has to be examined with reference to the actual applicable local standard and cannot be determined on the basis of an isolated assertion. It is further contended that the OPs have relied upon a report obtained from the Naib Tehsildar, Zirakpur, at their instance. With reference to the revenue record, the measurement of one karam has been stated as 4.75 feet, resulting in 4,000 sq.yards per acre. For sake of arguments, the said measurement if assumed, the representation of 5.00 acre would still amount to 20,000 sq. yds., whereas the sanctioned drawing reflects only 19,330.97 sq.yds., resulting in a difference of 669.03 sq.yds. Further, it is admitted by the OPs before the Bench on 12.06.2026 that the 19330.97 sq.yds. will come to 4.81 acres, but by mistake in the plan it is indicated as 4,00 acres, which shows that the area shown in the plan as 4 acres was indicated incorrectly. Earlier, the OPs have not admitted or explained this fact in their written statement, affidavit or any other communication or pleading filed before this Commission. The material on record establishes that the OPs represented the project

as 5.00 acres without any qualification, whereas the sanctioned drawing reflects only 19,330.97 sq. yds.

8.1.2 It is also contended that the OPs have not obtained the requisite approved drawings for the Community Hall, Gym and other common facilities/constructions and have proceeded with the construction thereof without placing on record the corresponding approved drawings/sanctioned from the competent authority. The locations of the gates shown in the sanctioned drawing have been shifted by the OPs. Such alterations form an integral part of the project layout and affect the access and use of the project by the purchasers. The OPs ought to have placed on record the revised sanctioned drawing and corresponding to Completion/Occupation Certificate.

8.1.3 It is further contended that the OPs have placed on record the sanctioned building plan of the project. The Complainant relies on the Completion Certificate of the Group Housing Project issued by the Municipal Council, Zirakpur, which identifies the towers covered by the Completion Certificate, namely Category-I –Towers A,B,C,I,J and K and Category-II-Towers D,E,F,G and H. The EWS Tower does not find any mention in the said list.

8.1.4 It is further contended that the project comprises multiple towers and common facilities requiring electricity, including lifts, pumps, lighting of common areas, fire-fighting systems, water-supply systems and other common services and facilities. The documents show that the electrical load was approximately 98.54 KW, whereas the actual electrical requirements/connected load of the project, including the common areas and facilities are substantially higher.

8.1.5 It is also contended that the OPs have pleaded in their written statement that approximately Rs.57.00 lakh was paid towards pending works and having made such payment, the Complainant was thereafter required to get the necessary works and requirements completed. The said amount was paid towards the identified pending works, for which a detailed item-wise statement specifying the respective works and the amount has already been placed on record by the Complainant. The amount was duly

utilized towards those works, supported by the Complainant's accounts, bills and banking transactions, and the accounts are subject to regular audit.

8.2.1 On the other hand, the OPs contended that a Resident Welfare Society, who has not purchased a flat in the project, is not a consumer under the Act, 1986 (Relied upon the judgment of this Commission in Ambrish Kumar Shukla (supra).

8.2.2 It is further contended that vide order dated 07.11.2025, this Commission directed that the present Complaint be treated as one filed under section 12(1)(b) and not under Section 12(1)(c) of the Act. The Act provides relief on complaint by Voluntary Consumer Association (VCA) u/s 12(1)(b). The OPs relied upon the judgment passed in Moulivakkam Trust Heights Flats Affected Buyers Association & Ors. vs. Prime Sristi Housing Pvt. Ltd. & Ors. in CC No. 560 of 2014, decided by this Commission on 05.05.2017. The Complainants have filed the present complaint with intention of financial gains. Complainant have already accepted Rs.57.00 lakhs qua the present project. Upon receiving the said amount, the Complainant undertook to use the amount for completion of incomplete, semi-finished work of deficiencies and pendency's in the building and infrastructure installed in the project and to apply and receive all requisite clearances and licenses w.r.t. the project. The Complainant failed to show the activities/work undertaken by it to serve the residents of the project by the sum of Rs.57 lakhs.

8.2.3 It is further contended that the reliefs sought by the Complainant before this Commission have to correspond to its objectives as provided in the Memorandum of Association of the Residents Welfare Society. In this context, the OPs relied upon the judgments of this Commission passed in (i) Marathon Realty Limited vs. Mote Vista Residence Welfare Association and Ors. in FA/205/2016 decided on 28.08.2020; (ii) Delhi Compliance & Consultancy Integrated Pvt. Ltd. v. Cellcast Interactive India Pvt. Ltd. & Ors. in CC No. 121/2010, decided on 05.05.2016 and (iii) Amrapali Sapphire Flat Buyers Welfare Association vs. Amrapali Sapphire Developers Pvt. Ltd. & Ors in CC/816/2016, decided on 30.08.2016, wherein it was held that it is required to be seen

whether the reliefs sought in the complaint under 12(1)(b) is aligning with objectives of the association as stated in its Memorandum of Association. In the present complaint, the Complainant have failed to produce its objectives/Memorandum of Association.

8.2.4 It is further contended that the Complaint is barred by limitation. Complainant has accepted that the cause of action (if any) arose on 15.04.2015 i.e., on the day of settlement between the parties and the complaint has been filed about 2 years from 15.04.2015.

8.2.5 The present complaint involves several disputed questions of fact which cannot be decided in summary proceedings under the Consumer Protection Act, 1986.

8.2.6 The report of the Chief Secretary, Secretary-in-Charge of the Revenue Department and Urban Development Department, answered all the queries raised by this Commission. The OPs also filed RTI seeking information from Naib Tehsildar, Zirakpur regarding the measurement of the area, where the project in question is located. According to report received from Chief Secretary conjointly with the RTI reply dated 07.01.2026, it becomes evident that the measurement chain applicable to the area in which the project is situated is 57.157 inches Karam (equivalent to 4.75 feet). In view thereof, no deficiency in service can be attributed to the OPs. 5 acres in the brochure is with an understanding that it is not a legal offering. Further, the measurement of 5 acres is to be understood as 4000 sq. yds. It is also contended that the brochure published by OPs mentions a disclaimer that, "The brochure is purely conceptual and not a legal offering". The OPs have relied upon judgment of this Commission in Ruchira Residency Apartment Owners Association vs. West Bengal Housing Board in CC 46/2009 decided on 11.10.2024 (paragraph 8). As per Ruchira Residency judgment (appeal pending before the Apex Court preferred by the OPs in Civil Appeal No. 12687-12688 of 2025), the small difference of project land area amongst many allottees makes it only remotely significant in decision making of by the allottees, thus the same cannot be any misrepresentation/deficiency by the OPs. Further, no misrepresentation or unfair trade practice in depicting 5 acres plot in the

brochure was found as no other project on such part of the 5 acres plot was built by the OPs.

8.2.7 It is also contended that as alleged by the Complainant , the OPs have not supplied the layout plans of water supply line, sewage line and electricity line qua the project in question, whereas the Complainant has accepted vide its 'Annexure-A' to communication dated 15.04.2015 that the said lay out plans have been supplied to the Complainant. The portion where it is marked as commercial area in the completion plan consisting of Gym, Swimming Pool & Community Hall, is already approved by the relevant authority. The OPs could have given this portion for commercial purposes for running of shops, but has utilized the same for gym, swimming pool and community hall for the welfare of the residents. No notice of unauthorized construction has been received either by the Complainant or by the OPs from the Municipal Council, Zirakpur. If any violation is committed by the OPs of any law, the same is compoundable as mentioned in the complaint and in order to pay the compounding fees, notification dated 06.05.2015 of Department of Housing & Urban Development is relevant for this purpose.

8.2.8 The EWS Tower is already approved in Completion Plan as Category-II, by the Municipal Council, Zirakpur, which is to be read with letter No. 2226 dated 20.09.2012.

8.2.9 It is also contended that the as per Load Sheet and Electrical Layout Diagram approved by the PSPCL (Clause -7), the total load of the colony shall be 1478.88 KVA which will be fed through 5 no.300 KVA transformers. The subsequent inspection report and approval of transformers installed dated 30.07.2012 by Chief Electricity Inspector, is also relevant. There is no notice from the electricity department till date in respect of the sanctioned load. Even if there is any shortcoming, the terms of agreement of Rs.57 lakhs cover the said aspect.

8.2.10 With respect to the title transfer of common area, it is contended that the Complainant/Association of Apartment owners cannot have ownership right in the common areas as per the above provisions, but vested with management and

maintenance of common areas. In each sale deed with the flat buyer, purchaser has a right to use the common areas and facilities. The purchaser has a proportionate share in the land of the project as per Clause 7 and 12 of the sale deed. Thus, the transfer of title of the common area to Complainant Society may not be permissible, but if permitted by the authority, the cost of title transfer to be borne by the Complainant Society as buyers.

9. Vide order dated 07.11.2026, this Commission decided the issue of limitation and it was decided that the Complaint is not barred by time and it was also clarified that the Complaint is to be treated as Complaint under Section 12(1)(b).

10. We have carefully considered the facts and circumstances of the case, prayers in the Complaint in the light of evidence before us, in particular, the report received from the Government of Punjab and rival contentions of the parties. Our observations/findings on various issues raised by the parties are summed up below.

10.1 As regards total area of the project in question is concerned, a careful perusal of the report of the Government of Punjab along with its Annexures clearly indicate that in Punjab, there are no uniform measures of an acre or a kanal and in different parts of the State, different units are prevalent. While in some areas one kanal is equal to 500 sq.yds. and consequently 1 acre is equal to 4,000 sq. yds., in some parts of the State 1 Kanal is equal to 605 sq. yds. and consequently 1 acre is equal to 4840 sq.yards. With respect to the measurement unit prevailing in the area falling under Municipal Council, Zirakpur, where the project in question lies, the report of the Government of Punjab, specifically referring to the report submitted by the Deputy Commissioner, S.A.S. Nagar, states that in Sub-Tehsil Zirakpur following scales are prevalent:

4.	Specifically, which measurement unit is prevalent in the area falling under Municipal Council, Zirakpur?	As per the factual report submitted by the Deputy Commissioner, S.A.S. Nagar, the following scales are prevalent in Sub-Tehsil Zirakpur: I. 66-inch: Karam (= 5.5 feet) II. 57.157-inch Karam (= 4.75 feet)
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Even earlier, the OPs have placed on record a copy of the details received by them from Naib Tehsildar, Zirakpur with respect to the measurement units prevailing in that area and this report has already been reproduced under para 6 above (para 3 of our order dated 12.06.2026). Based on this report, which has since been confirmed by the report received from the Government of Punjab, the Counsel for the OPs contended that the total area of the project mentioned is 19 bighas, 5 biswas and 11 biswasi. The plan document states that one acre is 190 feet x 190 feet (36100 sq.ft or 4011.11 Sq.Yds.), with total area of the site being 19,330.97 sq. yds., which will come to 4.81 acres, stating further that by mistake in the plan it is indicated as 4 acres. It was admitted that there is slight deficiency of 0.19 acres only, as 4.81 acres have been provided against 5 acres advertised in the brochure. With respect to the deficiency, the OPs have relied upon the judgment of this Commission in CC/46/2009 dated 11.04.2024, wherein this Commission has observed that such minor variations from the area notified in the brochure and the actual area does not amount to misrepresentation or deficiency or short supply. These contentions were duly recorded in this Commission's order dated 12.06.2026 also, which has been reproduced in the preceding paras. Hence, after careful consideration of all the facts and circumstances of the case, we are of the considered view that the Complainant Society has not been successful in establishing with any cogent and reliable evidence that the OP have provided an area of 4 acres as against promised area of 5 acres. On the other hand, the OPs have been successful in placing on record the requisite documents obtained from the Tehsildar and this Commission has also obtained reports directly from the Government of Punjab, which confirms the stand taken by the OPs. Hence, we hold that in the present case, the project area is 4.81 acres as claimed by the OP and not 4 acres as alleged by the Complainant. Relying on the judgment of this Commission in CC/46/2009 dated 11.10.2024 in **Ruchira Residency Apartment Owners Association** (supra), we hold that there is no deficiency in service on the part of the OP to the extent, which will call for allowing prayer(a) of the Complaint under which an amount of Rs.5.00 crores have been demanded by the Complainant Society. However, as the shortfall of 0.19 acres is admitted by the OPs, we consider it appropriate to grant a notional

compensation of Rs.10 lakh (Rupees ten lakhs) to the Complainant Society, as the OPs at the time of publishing the brochure and/or contemplating the project ought to have known the exact project land area in question and published the same. Hence, prayer (a) of the Complaint stands granted to only this extent. This amount of Rs.10 lakh compensation shall be utilized by the Society for the general welfare of its members or for common purposes beneficial to the Society members or improvement of common facilities/amenities in the project. The Complainant Society is also granted an amount of Rs.25,000/- as litigation cost.

10.2 Coming to the prayer of Completion Certificate of E.W.S. Tower, the rival contentions of the parties have been summed up in our order dated 20.06.2026 which has been reproduced in the preceding paras. After careful consideration of the entire facts and circumstances of the case, rival contentions and taking note of the Completion plan approved by Municipal Council, Zirakpur, which in the table includes all three categories i.e. category III EWS as well, we hold that the Complainant Society has not been successful in establishing that OPs have not obtained the requisite Completion Certificate of EWS Tower.

10.3 With respect to the prayer(c) regarding Administrative Block being without sanction Plan, the OPs have demonstrated during the hearing on 12.06.2026 that although in the Sanction Plan this block has been marked as commercial area, but this block though termed as commercial block, houses Gym, Swimming Pool & Community Hall etc. and hence contains the promised facilities. We are in agreement with the contentions of the OPs in this regard and hence hold that no specific directions are required under prayer (c) as Complainant have not placed on record any objection raised by the concerned Municipal authority or any other authority so far in this regard.

10.4 With respect to the electricity load, the rival contentions have been recorded in our order dated 12.06.2026 and after careful consideration of these, we hold that the OPs have provided the required load.

10.5 With respect to prayer (e) regarding transfer of the land title/ownership title of the said property in the name of the Complainant Society. We have considered the contentions of the OPs in the light of the provisions under Section 4(3), 4(4) and 4(5) of the Punjab Apartments Ownership Act, 1995, Section 4 is reproduced below:

"4. (1) Every person, to whom an apartment is allotted, sold or otherwise transferred by the promoter, either before or after the commencement of this Act, shall be entitled, save as otherwise provided in section 7 and subject to the other provisions of this Act, on and from such commencement, or on such allotment sale or transfer, as the case may be, to the exclusive ownership and possession of the apartment so allotted sold or otherwise transferred to him.

(2) Every person who becomes entitled to the exclusive ownership and possession of an apartment under sub-section (1) shall be entitled to such percentage of undivided interest in the common areas and facilities as may be specified in the conveyance deed of apartment and such percentage shall be the ratio of the built-up area of the apartment to the total built-up area of all the apartments of the building and in respect of the limited common areas and facilities reserved for the use of certain apartments to the exclusion of other apartments, such percentage shall be the ratio of the built-up area of the apartment to the total built-up area of those apartments for which the use is reserved.

Explanation. - The actual built-up area should be taken into account for the calculation of the percentage and any different area which may be stated in the agreement of sale between the promoter and the person taking the apartment, shall be ignored:

Provided that if all or any of the apartments are put to any non- residential use, the percentage shall be as may be prescribed.

(3) The apartment owners shall own in common the common areas and facilities and neither the promoter nor the association shall have any ownership right in the common areas and facilities and the association shall be vested only with the management and maintenance of the common areas and facilities.

(4) The percentage of the undivided interest of an apartment owner in the common areas and facilities shall have a permanent character and shall not be altered without the written consent of all the apartment owners.

(5) The percentage of undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be

deemed to be conveyed or encumbered with the apartment, even though such interest is not expressly mentioned in the covenant deed or other instrument creating the encumbrance.

(6) The common areas and facilities shall remain undivided and no apartment owner or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void."

The contentions of the OPs on this issue are recorded in para 10 of our order dated 12.06.2026. In view of foregoing, we are of the considered view that no specific directions are required under prayer (e) as legal provisions cited dully address the issue. However, it is clarified that the builder will have no right over the project land or any of the common area/facilities once it has been transferred to the Society of allottees.

10.6 As regard prayer (f), on 12.06.2026 itself, the Complainant Society made a statement that this prayer need not be taken as they have already got the layout plan.

11. In view of foregoing the Consumer Complaint is allowed with reliefs to the Complainants/directions to the OPs as contained in para 10.1 above only. Other prayers stand disallowed.

12. OPs shall implement the directions of this order as regards the payment of Rs.10.00 lakh and litigation cost of Rs.25,000/- granted under para 10.1 and pay this amount to the Society within a maximum of 45 days, failing which, the entire amount payable at the end of 45 days, shall carry interest @9% p.a. (simple interest) from the expiry of 45 days till the date of actual payment.

13. Pending IAs, if any, also stand disposed off.

Jr/Bench-3/AB

CC/1040/2017

Sd/-

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(DR. INDER JIT SINGH)
PRESIDING MEMBER

Sd/-

.....
(SHASHI NANDKEOLYAR)
MEMBER