



**THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

**RESERVED ON: 10.09.2026
PRONOUNCED ON: 08.10.2026**

**EXECUTION APPLICATION NO. 124 OF 2024
WITH**

- i) NC/IA/4424/2024(EXEMPTION FROM DIM DOCUMENTS) ii)
NC/IA/16148/2024(PLACING ADDL. DOCUMENTS) iii)
NC/IA/1301/2025(CONDONATION OF DELAY IN FILING REPLY)
iv) NC/IA/1880/2025(PLACING RECORD) v)
NC/IA/13851/2025(EXEMPTION FROM DIM DOCUMENTS) vi)
NC/IA/13867/2025(PLACING ADDL. DOCUMENTS)
vii) NC/IA/1743/2026(EXEMPTION FROM DIM DOCUMENTS)
viii) NC/IA/1746/2026(INTERIM RELIEF) ix) NC/IA/9785/2026(PLACING
ADDL. DOCUMENTS)
x) NC/IA/9808/2026(PLACING RECORD)
IN

CONSUMER COMPLAINT NO. 1278 OF 2016

**PURAB PREMIUM APARTMENT ALLOTTEES
ASSOCIATION
EDUCATION ZONE, SECTOR -88, MOHALI
NEAR DEEP NAGAR, SOHANA DISTRICT
SA S NAGAR, MOHALI-160055**

**..... COMPLAINANT /
/ DECREE HOLDER**

Vs

**1. GREATER MOHALI AREA DEVELOPMENT
AUTHORITY
PUDA BHAWAN, SECTOR 62,
SA.S. NAGAR, MOHALI-160062**

**..... OPPOSITE PARTY
/ JUDGMENT
DEBTOR(s)**

**2. MR. MONEESH KUMAR
IAS CHIEF ADMINISTRATOR
GREATER MOHALI AREA DEVELOPMENT AUTHORITY
ROOM NO. 102
PUDA BHAWAN, SECTOR 62,
SA S NAGAR, MOHALI-160062**



EA/24/24 in CC/1278/16, EA/140/24 in CC/1634/18 & MA/512 & 514/2025 IN CC/1278/2016

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**EXECUTION APPLICATION NO. 140 OF 2024
IN
CONSUMER COMPLAINT NO. 1634 OF 2018**

**PURAB PREMIUM APARTMENT ALLOTTEES
ASSOCIATION
EDUCATION ZONE, SECTOR -88, MOHALI
NEAR DEEP NAGAR, SOHANA DISTRICT
S A S NAGAR, MOHALI-160055**

**.. COMPLAINANT (s)
/ DECREE HOLDER**

Vs

**1. GREATER MOHALI AREA DEVELOPMENT
AUTHORITY
PUDA BHAWAN, SECTOR 62,
S A S NAGAR, MOHALI-160062**

**..... OPPOSITE PARTY
/ JUDGMENT
DEBTOR(s)**

**2. . MR. MONEESH KUMAR
IAS CHIEF ADMINISTRATOR
GREATER MOHALI AREA DEVELOPMENT AUTHORITY
ROOM NO. 102
PUDA BHAWAN, SECTOR 62,
S A S NAGAR, MOHALI-160062**

**MISCELLANEOUS APPLICATION NO. 512 OF 2025
IN
CONSUMER COMPLAINT NO. 1278 OF 2016**

**PURAB PREMIUM APARTMENTS RESIDENTS
WELFARE ASSOCIATION**

APPLICANT

IN

**PURAB PREMIUM APARTMENT ALLOTTEES
ASSOCIATION**

COMPLAINANT

Vs

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

OPPOSITE PARTY



**MISCELLANEOUS APPLICATION NO. 514 OF 2025
IN
CONSUMER COMPLAINT NO. 1278 OF 2016**

**PURAB PREMIUM APARTMENTS RESIDENTS
WELFARE ASSOCIATION**

APPLICANT

IN

**PURAB PREMIUM APARTMENT ALLOTTEES
ASSOCIATION**

COMPLAINANT

Vs

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

OPPOSITE PARTY

BEFORE:

HON'BLE DR.INDER JIT SINGH, PRESIDING MEMBER

HON'BLE MR. SHASHI NANDKEOLYAR, MEMBER

For the Complainant/DH(s):
In EA/124/2024 & EA/140/2024

**MR. SAHIL SETHI, Advocate
MS. ARUSHI MAN, ADV
Mr. Vikash Kumar, Advocate**

For the OP/JD(s) :

**Mr. Shubham Bhalla &
Ms. Ragini Sharma and Mr.
Chirag Sharma, Advs.**

For the Applicant :
In MA/512/2025 & MA/514/2025

**Mr. Anand Prakash, Adv (VC),
Mr. Gurmeet Singh, Advocate
(VC),**

For the Non Applicant in
MA/512/2025 and MA/514/2015

**Mr. Shubham Bhalla &
Ms. Ragini Sharma and Mr.
Chirag Sharma, Advs.**

ORDER

DR.INDER JIT SINGH, PRESIDING MEMBER

1. MA No.512/2025 has been filed by Purab Premium Apartments Residents Welfare Association (hereinafter residents Welfare Association (RWA) seeking

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modification of the order dated 07.11.2023 passed in Consumer Complaint No.1278/2016 and Consumer Complaint No.1634/2018. MA No.514/2025 has been filed by the same Applicant seeking impleadment as a necessary and proper party in the said Consumer Complaints. Both these applications are being disposed of by this common order along with Execution Applications EA No.124/2024 and EA No.140/2024.

2. EA No.124/2024 and EA No.140/2024 have been filed by the Complainant/Purab Premium Apartment Allottees Association(hereinafter Allottees association/ complainant) seeking execution of the judgment dated 04.05.2023 read with the clarificatory order dated 07.11.2023 passed by this Commission in MA no. 231/2023 and 232/2023 in Consumer Complaint No.1278/2016 and Consumer Complaint No.1634/2018 respectively. The Judgment Debtor (JD) is the Greater Mohali Area Development Authority (hereinafter GMADA).

3. The operative portion of the main judgment/order dated 04.05.2023 in CC No.1278/2016 and CC No.1634/2018 is reproduced below:

"14. For the reasons stated hereinabove, and after giving a thoughtful consideration to the entire facts and circumstances of the case, various pleas raised by the learned Counsel for the Parties, both the Consumer Complaints viz 1278 of 2016 and CC 1634 of 2018 are, allowed/disposed off with the following directions/reliefs: -

(i) Super area for purposes of charging the allottees/members of the Complainant Association of the project in question shall be calculated as 115% of the actual covered area (excluding car parking) as mentioned in the 'Allotment Letter & Offer of Possession' plus the actual covered area of car parking as per Allotment Letter & Offer of Possession.

(ii) Opposite Party shall not charge any enhanced price on account of increase in super area as per terms and conditions of the 'Allotment Letter and Offer of Possession' from any allottee(s)/members of Complainant



Association unless such increased super area has been actually given to such allottee(s) by calculating super area as per principle mentioned under para 14 (i) above.

(iii) Opposite Party shall charge various items like maintenance charges, etc. on the super area calculated as per principles stated under para 14 (i) above only.

(iv) Opposite Party shall, within 45 days of this order, obtain a Completion Certificate (CC) under the signatures of competent authority, duly certifying that all the works/amenities/facilities, in the apartments as well as common areas, as promised in the brochure/LOI have been fully completed as per scope & specifications contained therein as on the date of 'Allotment Letter & Offer of Possession'. Copy of such Completion Certificate shall be supplied to the Complainant Association as well as put on the website of the OP for the benefit of all the allottees/members of Complainant Association.

(v) Opposite Party shall pay compensation for delay in possession from the committed date in the form of simple interest @ 6% per annum on the total amount paid by the allottees/members of Complainant Association from the committed date of possession as per Letter of Intent i.e. 36 months from Letter of Intent till the date of 'Allotment Letter & Offer of Possession', **provided the CC issued under para 14 (iv) above certifies that all works/amenities etc. were completed as on date of 'Allotment Letter & Offer of Possession'**; In case such certificate contains a date of completion which is subsequent to the date of 'Allotment Letter & Offer of Possession', delay compensation shall be payable upto such date.

(vi) Opposite Party shall pay an amount of Rs.50,000/- as lump sum compensation to each member of Complainant Association/Society on whose behalf the instant complaints have been filed on account of inadequate common facilities in the project.



(vii) Cases where possession has not been still given by OP/taken by any allottees/members of Complainant Association, Opposite Party shall deliver the possession within 60 days of this order subject to completion of requisite formalities and payment of balance amount, if any, by the concerned allottees/members of Complainant Association, within 30 days of the order. Opposite Party shall not levy any penalty for delay in taking possession by the allottee except interest at prescribed rates as per brochure/LOI/'Allotment Letter & Offer of Possession' for the delayed payments, if any.

(viii) Opposite Party shall also execute the conveyance deed in cases where possession has already been given, within 30 days of this order and in other cases within 30 days from the date of handing over the possession, subject to completion of requisite formalities by the concerned Allottees/members of the Complainant Association.

(ix) Opposite Party shall regularly convene the meetings of two committees (facility related and housing related), preferably at least once in a quarter, after duly notifying the details of such meetings, which will give opportunity to the allottees to get their grievances amicably resolved through these two committees.

(x) Opposite Party shall pay litigation cost as Rs.25,000/- to the Complainant Society in both the Consumer Complaints.

(xi) Payments under these orders to be made within three months.

15. The pending IAs, in any of the Consumer Complaints, if any, also stand disposed off."

(emphasis supplied)

4. The clarificatory order dated 07.11.2023 passed in MA No.231/2023 and MA No.232/2023, which is the subject matter of MA No.512/2025 seeking modification, is reproduced below:

"2. ... The issue relating to maintenance charges have been dealt at length in para 12 of the order dated 04.05.2023. As per provisions of the allotment letter as well as LOI, before the possession is handed over, every allottee is required to become a member of a Society, which would be responsible for the administration and management of the property and maintenance and up-keep of the common areas and facilities and every allottee is liable to pay maintenance charges for three years @Rs.1.25 per sq.ft. of super area per month to the said society, which would be administered by GMADA through its authorized representative for the initial three years. Hence, such maintenance charges are basically linked to the taking over actual physical possession by the allottee. However, if any offer of possession/actual physical possession is given without a valid O.C., such offer of possession/physical possession is not a valid one. **Hence, in such a situation the maintenance charges are to be payable w.e.f. the date of valid OC/CC, which prima-facie is reflective of the existence of various amenities/facilities as per the approved plans.** In view of this, the Miscellaneous Applications in both the Consumer Complaints are allowed with the following clarification:-

Para (i) - it is clarified that the maintenance charges shall be payable by the complainants, from the date of 'Allotment letter & Offer of Possession', provided the occupancy and completion certificate issued by competent authority certifies that all works/amenities were completed as on the date of 'Allotment Letter & Offer of Possession. In case such certificate contains a date of completion which is subsequent to the date of 'Allotment Letter & Offer of Possession', from such latter date.

Para (ii)- it is clarified that the OP shall not levy any interest and/or penalty for delay in payment of maintenance charges by the complainants provided such maintenance charges are paid in accordance with the order dated 04.05.2023 read with this order, within one month of this order.



Para (iii)- the maintenance charges proportionate to the area of car parking shall be levied only pursuant to issuance car parking allotment letter and receipt of car parking spaces by the complainants.

3. Both the applications -MA/231/2023 in CC/1278/2016 and MA/232/2023 in CC/1634/2018 stand disposed."

(emphasis supplied

5. The Applicant/Residents Welfare Association (RWA) has filed MA No.514/2025 seeking impleadment and MA No.512/2025 seeking modification of the order dated 07.11.2023 with the following prayers:

(a) Direct that all maintenance and related charges shall henceforth be collected and managed exclusively by the duly elected RWA in accordance with law;

(b) Restrain Allottee Association/Complainant or its representatives from directly collecting or appropriating maintenance charges from individual residents;

(c) Directing GMADA to pay for maintenance charges for its unsold inventory to elected RWA;

(d) Pass such further or other orders as this Hon'ble Commission may deem fit and proper in the interest of justice and equity.

6. The Applicant/RWA claims that it is a democratically elected statutory body, duly formed and constituted pursuant to the directions passed by the Hon'ble Punjab and Haryana High Court in CWP-21349-2025 vide order dated 01.08.2025, wherein the Hon'ble Court directed that elections to the RWA shall be conducted within a period of one month. The RWA elections were conducted on 13.08.2025 and the result was declared on the same day. The Applicant contends that there is overlap and ambiguity in implementation of the Commission's order causing confusion about maintenance responsibility. It is stated that few residents, under the garb of the order dated 07.11.2023,



▲ have stopped making maintenance payments to the RWA. The Applicant further states that the modified order dated 07.11.2023 casts the duty of maintenance of the entire Purab Premium Apartments on GMADA till the Occupational Certificate is granted, which GMADA has not obtained. The RWA claims to be the duly constituted and legally recognized body entitled and duty-bound to collect maintenance, ensure transparency in accounts, and manage all common areas and facilities.

7. The Complainant/Decree Holder (Allottees Association) has opposed these applications and filed detailed Note of Arguments in EA No.124/2024 and EA No.140/2024, challenging the validity of the Completion Certificates dated 18.10.2024 filed by GMADA.

8. The Decree Holder has argued in their Note of Arguments that the impugned Completion Certificates dated 18.10.2024 are invalid and cannot be relied upon for the following reasons:

(i) The Final Order dated 04.05.2023 required GMADA to obtain a valid OC/CC within 45 days under the signatures of competent authority, strictly in accordance with the due process prescribed for any other developer/promoter. The Impugned Completion Certificates have been produced after an inordinate delay of over 20 months.

(ii) The Impugned Completion Certificates are identical to the Completion Certificate dated 05.07.2018 which was expressly rejected by this Commission in the Final Order. Both were issued administratively on the basis of reports of the Technical Wing comprising Divisional Engineers.

(iii) The Impugned Completion Certificates are not issued by the prescribed Competent Authority as mandated by law. As per Notification dated 07.10.2022 issued by the Government of Punjab, the Competent Authority for residential projects is a committee and not the Chief Administrator acting alone.



(iv) The applicable legal procedure under the Notification dated 05.07.2021 has not been followed, including the requirement of independent quality audit, joint inspection, prior notice to allottees, and feedback.

(v) The Impugned Completion Certificates are not in the prescribed format and do not disclose mandatory information as required under Annexure-A of the 2021 Notification.

(vi) The Impugned Completion Certificates are contrary to GMADA's own prior stand admitting that the project was incomplete in June, 2016, as evidenced by:

(a) RERA registration documents showing only 88% completion and balance cost of ₹84.30 crores.

(b) Chief Administrator's communication dated 02.08.2019 admitting the project was not fully complete.

(c) Letter dated 22.08.2019 listing 26 pending works in Block B.

(d) Work orders dated 05.07.2021 and 11.03.2022 for balance works in 480 flats and rectification in 342 flats.

(e) Local Commissioner's report dated 18.07.2019 confirming various deficiencies.

(vii) Multiple mandatory clearances are absent, including valid Fire NOC and Environmental Clearance. The National Green Tribunal has found serious violations and imposed environmental compensation of Rs.1.02 crore on GMADA.

9. Initially, the Judgment Debtor (GMADA) did not file any effective reply to the Execution Applications or to the Decree Holder's submissions challenging the validity of the Impugned Completion Certificates. However, in pursuance to the directions contained in this Commission's order dated 28.08.2026, a detailed reply was filed by the GMADA on 09.09.2026. Further, both sides



▲ ~~filed~~ their written synopsis / written notes of arguments on 09.09.2026 (DHs), 11.09.2026 (RWAs) and 10.09.2026 (GMADA). An IA No. 13867 of 2025 in ~~EA~~ No. 124 of 2024 in CC No. 1278 of 2016 was also filed by the DHs placing ~~on~~ record certain additional documents.

■ Heard learned Counsel for both sides on various dates, including on 11.09.2026 when orders were reserved. Contentions/pleas of the parties on ~~the~~ various issues raised in the MAs, EAs and Replies filed and written notes ~~of~~ arguments and IA No. 13867 of 2025 are summed up as follows.

1.1 Contentions of the Complainant (Allottees Association)/Decree Holder:-

① By Final Order dated 04.05.2023, the Commission held that Respondent No.1/GMADA, despite its dual role as competent authority and developer/promoter, had to follow the same statutory process for OC/CC as ~~any~~ private developer. The allotment letters issued in June 2016 were ~~therefore~~ without a valid OC/CC. GMADA was given 45 days to obtain a valid OC/CC under the signature of the competent authority, strictly in accordance ~~with~~ due process, and the certificate had to show that all works—individual ~~apartments~~ and common facilities, amenities and infrastructure across the ~~entire~~ project—were complete as per the approved scope, sanctioned plans, ~~Brochure~~ and Letter of Intent. Under paragraph 14(iv), delay compensation ~~was~~ payable up to June 2016 only if a valid OC/CC was obtained within 45 ~~days~~; if the OC/CC showed a later date of completion, compensation would ~~continue~~ up to that later date.

② The project was originally launched in 2011 for 4,500 flats, later scaled ~~down~~ to 1,620 flats in 27 towers. Its scope was never confined to residential ~~towers~~: the DNIT with M/s Simplex Infrastructure Ltd. dated 03.05.2013 ~~covered~~ 1,620 flats plus a sports complex, community centre, 52 booths and ~~sports~~ facilities at an estimated cost of Rs. 715.50 crore. The Brochure also ~~promised~~ a clubhouse, gymnasium, indoor swimming pool, badminton and ~~table~~-tennis facilities, and foolproof security.

(iii) The project remains materially incomplete: basement car parking of 690/345 sq. ft., sold as an integral part of the flats and forming 24%–31% of the covered area, has not been handed over; there is no valid Fire NOC; fire alarm, public address and fire-fighting systems in 19 towers, the Community Centre and Sports Stadium were still subject to a balance-work tender dated 11.08.2026; the Community Centre and Sports Stadium are works in progress; the swimming pool and sports facilities were found non-functional by the Local Commissioner and confirmed by GMADA's letter dated 04.08.2019; the RWA constituted by GMADA declined to take over assets on 03.02.2025 citing defects; and Consent to Establish/Operate were not obtained, with 14 serious violations noted by the NGT on 12.02.2025.

(iv) The Commission fixed the project—not individual towers—as the unit of assessment. GMADA registered “Purab Premium Apartments” under RERA on 25.09.2018 as one ongoing project without a completion certificate. It could not later fragment the project into towers. The Superintending Engineer's own affidavit filed with RERA stated that Rs. 84.30 crore was still required for OC/CC and that only 88% work was complete. RERA registration later lapsed without renewal. A tower-wise certificate cannot equal certification of the whole project, especially when common facilities remained incomplete.

(v) The most reliable record of incompleteness is GMADA's own contracts and tenders from 2016 to 2026. On 25.11.2016 and 28.11.2016, GMADA called upon M/s Simplex to complete balance works relating to 1,620 flats, sports complex, sports facilities and external development, and listed pending works in 17 towers. On 22.08.2019, GMADA listed 26 pending works in Block B, which comprises 6 towers, 4 of which are among the 17 towers claimed to be complete in June 2016. Work orders dated 05.07.2021 and 11.03.2022 awarded balance works in 480 flats across 8 towers and rectification in 342 flats to M/s Deepak Builders & Engineers India Pvt. Ltd., aggregating Rs. 118.53 crore, at the risk and cost of M/s Simplex. GMADA's Chief Administrator admitted on 02.08.2019 that the project was still not fully



complete. The Local Commissioner, Sh. Agosh Goyal, found fire safety non-functional, no Fire Safety Certificate, missing statutory clearances, incomplete and water-logged basement parking, non-functional swimming pool/sports facilities, and layout changes without consent. The RWA's refusal on 03.02.2025 to take over assets further admits deficiency. The fresh tender dated 11.08.2026 for balance fire safety works in the same 19 towers, Community Centre and Sports Stadium contradicts the claim of completion in 2016-2017.

(vi) Three certification documents are mutually irreconcilable: Completion Certificate Memo No. 2788 dated 05.07.2018; Partial Completion Certificate Memo No. 54823 dated 25.09.2024; and the two Impugned CCs Memo Nos. 1652 and 1654 dated 18.10.2024. The Impugned CCs cover specified towers, not the entire project. The 19 towers under Memo No. 1652 and the 8 towers under Memo No. 1654 together cover all 27 towers, which only a month earlier had been certified only as partially complete. Memo No. 1652's date of 30.06.2016 finds no support in the 05.07.2018 certificate, which states no completion date. Memo No. 1654 ascribes no date, so those 8 towers cannot be treated as complete before 18.10.2024. No explanation exists for why the 2018 certificate referred to only 17 towers or why a partial certificate covering all 27 towers came in 2024. The certificates rely on internal reports and carry a disclaimer that they are administrative documents based on the Technical Wing's report.

(vii) The Partial Completion Certificate dated 25.09.2024 was expressly cancelled by the Impugned CCs as erroneously issued. On 25.09.2024 the Chief Administrator certified completion of basic amenities in all 27 towers; 23 days later the same officer cancelled it and substituted the Impugned CCs with back-dated completion dates. No inspection, audit or verification intervened. The correction operated only in the direction of reducing GMADA's delay-compensation liability. The cancellation admits that GMADA did not know the correct date of completion as on 25.09.2024.



(viii) Under the 2014 and 2021/2022 Notifications, the prescribed authority is a Committee, not an individual officer. The 2014 Notification required a Joint Inspection Committee of XEN (Civil), XEN (Public Health), XEN (Electrical), District Town Planner and Senior Architect, PUDA. The 2021 Notification required an independent quality audit, joint inspection by Civil, Public Health, Electrical, Horticulture and Town Planning wings, notice to allottees and their feedback, coordinated by the Additional Chief Administrator. The 2022 Notification provides that the Competent Authority for Completion/Partial Completion/Occupancy Certificate is a committee chaired by the Chief Administrator with Additional Chief Administrator, Chief Engineer, Senior Town Planner, District Town Planner (Planning), Estate Officer, and a Mega Projects nominee. The Impugned CCs bear only the Chief Administrator's signatures/initials, do not record any committee, deliberation or approval, and are not in the prescribed format. They merely state that basic amenities/services are complete, without disclosing mandatory particulars such as clearances, environmental compliance, Fire NOC or car parking. The burden is on GMADA to show the prescribed procedure was followed; no such record exists.

(ix) On basement car parking, the Order dated 07.11.2023 made maintenance charges for car parking payable only upon issuance of the parking letter and delivery of parking spaces. That remains uncomplied. The Decree Holders state that the 690/345 sq. ft. parking area sold as an integral part of the flats has not been delivered due to defects. The parking area forms 24%–31% of the total covered area paid for. The Local Commissioner found it incomplete, defect-ridden, water-logged and unfit, forcing allottees to park in the open. This is not mere non-issuance of parking letters but physical unfitness.

(x) A Fire NOC is mandatory under both the 2014 and 2021 Notifications. The Impugned CCs were issued without a valid Fire NOC. The Partial Completion Certificate dated 25.09.2024 itself noted that the Fire Safety Certificate needed renewal. The 2019 Fire NOC was not renewed due to shortcomings,



as confirmed by the RTI reply dated 17.03.2025. The Chartered Engineer's report also highlighted the absence of a valid Fire NOC. The 11.08.2026 tender for balance fire safety works in the same 19 towers, Community Centre and Sports Stadium confirms that fire safety remains incomplete.

(xi) On environmental clearances, the NGT Joint Committee found 14 serious violations. PPCB imposed Rs. 1.02 crore environmental compensation and banned sale deeds, new possession, occupation, new electricity connections and effluent discharge. The NGT later noted continued non-compliance and that Consent to Establish and Consent to Operate were not obtained. These facts are inconsistent with any valid completion certificate.

(xii) Alternatively, the District Consumer Commission has directed 9% interest, and GMADA has paid such interest up to 18.10.2024 in at least three cases. Without prejudice, compensation and delay interest should not be discontinued before 18.10.2024 pending the Commission's final determination on the Impugned CCs.

10.2 Contentions of the Applicant / Residents Welfare Association:-

(i) The RWA has filed MA/512/2025 under Section 151 CPC seeking modification of the Order dated 07.11.2023 regarding maintenance charges. The Order gave three reliefs: maintenance payable from the date of allotment letter/offer of possession, subject to GMADA obtaining the requisite completion certificate; no interest or penalty if paid within one month of demand; and car-parking maintenance payable only from formal allotment of car parking.

(ii) The RWA is a registered Residents Welfare Association under Registration Certificate No. 16/MC2/SDM Mohali/2020 dated 29.09.2020 under Sections 8 and 17 of the Punjab Apartment Ownership Act, 1995. Its first Management Committee was elected on 27.09.2022 for 2022-2024 pursuant to GMADA's Office Order No. PS/VC/205 dated 10.11.2021. A corrigendum dated



16.05.2023 modified its name from "Purab Premium Apartments, Welfare Association" to "Purab Premium Apartments".

(iii) The Order dated 07.11.2023 did not identify which body was to collect, hold and apply maintenance charges. No RWA was then a party. This gap is being misused by some residents and the Allottee Association to avoid paying the elected RWA, while the RWA continues to provide security, sanitation, common-area upkeep, lifts and electricity backup.

(iv) The RWA seeks modification only to the extent that maintenance charges be collected and administered exclusively by the elected RWA, and GMADA bear proportionate maintenance liability for unsold inventory. It does not seek to reopen the substantive findings of the Orders dated 04.05.2023 or 07.11.2023.

(v) The RWA relies on Section 151 CPC and **K.K. Velusamy v. N. Palanisamy, (2011) 11 SCC 275**, that inherent power can be used to remove ambiguity in implementation without reopening substantive findings. It also relies on Section 71 of the Consumer Protection Act, 2019, which applies Order XXI CPC, and says clarification is distinct from review under Section 60.

(vi) GMADA itself, by Order/Notice dated 02.06.2023 of the Estate Officer (Housing), directed handover of maintenance and CAM charges to the RWA, even before the 07.11.2023 order. GMADA later, by order dated 31.01.2025, formally handed over other maintenance obligations to the RWA. GMADA has thus treated the RWA as the appropriate collecting and administering authority since June 2023.

(vii) If the ambiguity is not resolved, it will lead to further litigation, multiplicity of proceedings and hardship to residents. The RWA is a democratically elected statutory body constituted pursuant to the Punjab and Haryana High Court's directions dated 01.08.2025 in CWP-21349-2025 and is responsible for essential services. Maintenance is continuous and cannot be divided



between the elected RWA and the unelected Allottee Association, as duality causes non-payment, confusion and collapse of services.

(viii) The RWA is accountable and duty-bound to maintain transparent accounts and use funds solely for maintenance. More than 20% of the project inventory remains unsold with GMADA, which as owner/promoter is liable to pay proportionate maintenance for unsold units until sale and possession. Continued ambiguity harms residents and undermines the object of the Commission's orders.

(ix) The RWA prays that MA/512/2025 be allowed; the Order dated 07.11.2023 be modified so that all maintenance and related charges be collected and managed exclusively by the RWA; the erstwhile Allottee Association/Complainant be restrained from directly collecting or appropriating maintenance charges; GMADA be directed to pay maintenance charges to the RWA for its unsold inventory in proportion to the area held; and such further orders be passed in the interest of justice and equity.

10.3 Contentions of the Judgment debtor / GMADA

(i) GMADA submits that the Execution Application and objections to Memo Nos. 1652 and 1654 dated 18.10.2024 are misconceived. It claims diligent, bona fide and lawful compliance with the Judgment dated 04.05.2023 read with the Order dated 07.11.2023.

(ii) The completion certificates were issued through a lawful multi-disciplinary departmental process, borne out by office file-noting sheets placed on record. The certificate for 19 towers is at Annexure A-2 in IA Nos. 16148 and 16149 of 2024. It certifies that basic civil, public health, electrical and development works for 17 towers were completed on 30.06.2016 and for 2 towers on 30.05.2017.

(iii) GMADA argues that the DH itself relied on the 02.09.2014 Notification, which required the Chief Administrator to issue the certificate, as noted in paragraph 8.5 of the Judgment. Paragraph 8.11 required a completion



certificate under the signature of the competent authority broadly along the lines of the Act/Rules. The office record shows the Public Health, Civil, Electrical, Horticulture and Town Planning wings proceeded expeditiously, so wilful default is not made out.

(iv) Paragraph 14(iv) required the certificate to certify completion as on the date of allotment letter and offer of possession, i.e., June 2016, not on the basis of a fresh inspection years later. The DH's demand for a contemporaneous inspection is a misconceived and selective reading of the Judgment.

(v) The 02.09.2014 Notification applies because completion took place in 2016–2017. The 07.10.2022 Notification's note 3 states that cases already applied before the previous Competent Authority shall be dealt with by the previous Competent Authority. Thus the 2022 Notification is prospective and cannot apply retrospectively to a project completed in 2016–2017, as clarified in **Sree Sankaracharya University of Sanskrit & Ors v. Manu & Anr, (2023) 19 SCC 30**.

(vi) GMADA denies non-completion pleas. M/s Simplex's successor contractor was awarded tender only for defect rectification, not completion of work. Possession was offered in June 2016; delay consequences were already adjudicated and quantified on 04.05.2023. GMADA continues regular inspection and repair/upgradation through tendered contracts.

(vii) The DH is trying to re-raise quality of construction, deficiency in service, missing items and amenities, which were already argued and decided on 04.05.2023 and are barred. The DH gave up those pleas at the time of arguments, as recorded in paragraph 11 of the Judgment.

(viii) Fresh calculations show Rs. 6,47,91,390 receivable by GMADA from 125 DHs/allottees; Rs. 1,05,69,484 payable by GMADA to 45 DHs/allottees; and Rs. 97,52,383 payable to allottees/DHs who sold their flats to third parties. The calculation considered balance payments and maintenance charges



payable by allottees. No amount can be released without reconciliation and set-off.

(ii) Initially the scheme proposed 4,500 flats, but after draw of lots and surrenders, the initial proposal was for 1,020 apartments in 19 towers—Tower Nos. A4, A5, A6, B3, B4, B5, B6, C3, C4, C5, C6, C7, C8, D4, D5, D6 and D7 (11 towers completed on 13.06.2016) and A2 and A3 (completed on 31.05.2017). The DHs do not have flats in the remaining 8 towers launched subsequently, which are irrelevant to the present matter.

11. We have carefully considered the rival contentions. This Commission vide order dated 04.05.2023 and clarificatory order dated 07.11.2023 has already adjudicated the issue of maintenance charges. The order dated 07.11.2023 clearly provides that maintenance charges shall be payable from the date of 'Allotment Letter & Offer of Possession', provided the occupancy and completion certificate issued by competent authority certifies that all works/amenities were completed as on the date of 'Allotment Letter & Offer of Possession'. In case such certificate contains a date of completion subsequent to the date of 'Allotment Letter & Offer of Possession', maintenance charges shall be payable from such latter date.

12. Such directions / clarifications issued vide order dated 04/05/2023 and 07/11/2023 were primarily in the context / on the assumption that such maintenance charges are payable to OP GMADA. The above order is stating "payable by", it does not state "to whom". Hence, if under the relevant rules and regulations, such maintenance charges are payable from a particular date, such charges have to be paid to the concerned authority / body to whom these are payable, which in the present case would be either GMADA or RWA (and not Allottees' Association/Complainant). In fact, it was fairly admitted by Allottees' Association during the hearing on 03/08/2026 that once the project is complete and requisite completion certificate is issued, the allottees are liable to pay the maintenance charges to the duly incorporated RWA and not



to the Complainant/Allottees Association (This aspect is duly recorded in our order dated 03/08/2026).

13. The order dated 03.08.2026 passed by this Commission, recording the said admission and directing filing of further documents, is reproduced below:

"1. Heard Counsel representing (a) complainant Association viz., Purab Premium Apartment Allottees Association, (hereinafter Allottees Association) Counsel representing Greater Mohali Area Development Authority (GMADA) as well as the counsel representing the applicant in MA nos. 512 and 514 of 2025 – Purab Premium Apartment Residents Welfare Association (hereinafter Residents Welfare Association/ RWA). Hearing will continue on the next date.

2. In the meanwhile, counsel representing the RWA is directed to place on record the following documents:

(i) Copy of the their bye laws, Rules and Regulations, Memorandum of Association etc., with copy to other side;

(ii) Complete list of their membership as on date;

(iii) Copy of updated Punjab Apartment Ownership Act, 1995 as well as Punjab Apartment Ownership Rules, 1995;

(iv) Complete list of the office bearers of the Association/ Management Committee which is in place at present along with complete details as to on what basis the Management Committee had been formed, whether through due election process or otherwise.

3. GMADA will also place on record, as to under the relevant provisions of the Act/ Rules, which of the Association, whether the Allottees Association or the RWA has been registered for the purpose of maintenance and others.



4. The stand of the Allottees Association still is that, even till date the project is not fully complete, the certificate dated 18.10.2024 does not conform to the provisions of relevant notification, which according to him is dated 07.10.2022, under which it is a committee under the Chairmanship of Chief Administrator who has to issue such certificate and not the Chief Administrator. Further, it was argued that even as per the earlier notification, the certificate dated 18.10.2024. does not categorically confirm that the project in question was complete, hence, according to them (a) that delay compensation will continue to be payable till such valid certificate of completion is issued by the competent authority; (b) they cannot be made to pay the maintenance charges till such valid completion certificate is issued. It was not disputed by the Allottees Association that once, the project is complete and requisite completion certificate is issued, the allottees are liable to pay the maintenance charges to the duly incorporated RWA and not to the complainant Allottees Association.

14. Hence, what the Allottees Association/Complainant is contesting is the date from which such maintenance charges are payable and not the fact that such maintenance charges are payable to RWA, who is indeed now actually in charge of maintenance. It is to be noted that broadly speaking the membership of Complainant Association and RWA is common. Allottee who were members of the Complainant/Allottees Association will now be members of RWA by being the occupants of such units (with some exceptions like units let out by original allottees, where the original allottee may be member of Allottees Association but the tenant being in actual occupation of the unit, might be member of RWA, and hence liable to pay the maintenance charges, as it is the tenant who is availing the maintenance services, unless the tenancy agreement provides otherwise, wherein the owner/landlord continues to pay the maintenance charges). In this regard we consider it necessary to refer relevant legal provisions, which are given in the succeeding paras.



15. In this context, it would be apposite to refer to Section 17A of the Punjab Apartment and Property Regulation Act, 1995 (inserted by Punjab Act No.21 of 2014), which governs formation of an association of residents and reads as under: -

"17A. Formation of association. -

(1) The competent authority shall by an order direct to form an association of residents in respect of a colony within a period of five years from the date of issue of completion certificate for maintenance and up-keep of common infrastructure and facilities in the colony.

(2) The owner or allottee or occupier of any plot or built up property shall be a member of the association from the date he takes possession of such plot or property.

(3) The promoter of the colony shall be associate member of the association in respect of plots and properties meant for allotment or sale, but not yet allotted or sold. When such plot or property is later on allotted, sold or otherwise transferred, the allottee shall become a member of the association and the promoter shall cease to be associate member of the association in respect of such plot or property from the date of delivery of possession.

(4) The responsibility for administration and management of the colony and maintenance and upkeep of common areas, infrastructure and common services of the colony shall devolve on the association from the date specified in the order under sub-section (1):

Provided that provisions of sections 19 to 37 of the Punjab Apartment Ownership Act, 1995 (Punjab Act 13 of 1995), shall apply mutatis mutandis regarding association and regulation of its affairs formed in a colony or building."



16. A conjoint reading of the above provision along with para 12 of the judgment dated 04.05.2023 makes it clear that GMADA's obligation to maintain the common areas/facilities of the colony, through its authorised representative, was only for an initial period till Association is formed by GMADA within a maximum of five years from the date of issue of completion certificate and that the said responsibility, along with the corresponding right to collect maintenance charges, is thereafter meant to devolve upon the association of residents/RWA constituted in terms of Section 17A, and not to continue indefinitely with GMADA.

17. In view of foregoing, we see merit in MA 514/2025 filed by RWA seeking impleadment in the proceedings. However, as CC/1634/2018 and CC/1278/2016 have already been disposed off, they cannot be impleaded as party in these two CCs. At best, we can allow their impleadment in the two EAs filed by Allottees Association, which are pending before us and under consideration under this order viz EA/124/2024 in CC/1278/2016 and EA/140/2024 in CC/1634/2018, that too for a limited purpose of clarifying **"as to whom the maintenance charges, as and when found to be payable, and for the period found to be payable, are payable."** Hence, we allow **MA 514/2025 to this extent and as per above observations and implead RWA as "Impleader" in the two EAs pending before us.** As regards MA 512/2025 is concerned, it is allowed to the extent of clarifying our order dated 07/11/2023 that whatever and whenever (the period) any maintenance charges are payable by the allottees to GMADA, these will be paid to GMADA, and for the period payable to the Association formed by Competent Authority (GMADA) in pursuance to Section 17-A and if such Association, who is actually doing the maintenance, it will be payable to RWA and not to Allottees Association, provided RWA is doing / has done the actual maintenance for the relevant period. The question now is the period / start date when such maintenance charges are payable, (whether to GMADA or RWA) which is the issue raised by decree holders in the two EAs under consideration before us in these orders and will be considered accordingly in succeeding paragraphs.



18. Accordingly both MA 512/2025 and MA 514/2025 filed by RWA stand disposed of as per above directions.

19. Coming to the two executions filed by the Decree holder's, the judgment Debtor (GMADA) has filed Impugned completion certificates dated 18/10/2024, which are challenged by the decree holders in the execution applications. The main issue for our consideration/adjudication is the validity of these completion certificate i.e. whether these are in compliance of order dated 04.05.2023 cited and the consequential liability of GMADA for delay compensation as well as date from which maintenance charges are payable by the allottees (Members of complainant/allottees association) either to GMADA or to RWA.

20. The Decree Holder has filed Execution Applications seeking execution of the judgment dated 04.05.2023 read with the clarificatory order dated 07.11.2023. The primary grievance of the Decree Holder is that GMADA has failed to comply with the directions of this Commission, particularly the direction to obtain a valid Completion Certificate (CC) under the signatures of competent authority, duly certifying that all works/amenities/facilities in the apartments as well as common areas were fully completed as per scope & specifications as on the date of 'Allotment Letter & Offer of Possession'.

21. The Decree Holder's main contention is that the Impugned Completion Certificates dated 18.10.2024 (Memo Nos. 1652 and 1654) filed by GMADA are invalid and cannot be relied upon for the purpose of determining the liability of GMADA for delay compensation and start date of liability to pay maintenance charges by allottees. The Decree Holder argues that the Impugned Completion certificates are identical to the Completion certificates dated 05.07.2018 which was expressly rejected by this Commission in the Final Order dated 04.05.2023.

22. These two certificates filed by GMADA along with an affidavit vide IA 16148/2024 on 06/11/2024 are reproduced below:



(a) Certificate issued vide memo no. 1652 dated 18/10/2024 (w.r.t. 19 towers)

(16) Annexure A-2
GREATER MOHALI AREA DEVELOPMENT AUTHORITY
(PUDA Bhawan, Sector-62, S.A.S. Nagar)

Memo No. 1652

Dated: 18-10-24

COMPLETION CERTIFICATE

Completion certificate was issued by Mr. Baldev Singh, Superintending Engineer, GMADA vide memo no. 2788 dated: 05/07/2018 for Tower No. A-4, A-5, A-6, B-3, B-4, B-5, B-6, C-3, C-4, C-5, C-6, C-7, C-8, D-4, D-5, D-6 and D-7 of Purab Premium Apartments, Sector-88, S.A.S. Nagar on the basis of Certificate submitted by Divisional Engineers of Civil, Public Health and Electrical Divisions of GMADA certifying that the basic amenities/services related to Civil, Public Health and Electrical works including development works of these 17 Towers (Tower No. A-4, A-5, A-6, B-3, B-4, B-5, B-6, C-3, C-4, C-5, C-6, C-7, C-8, D-4, D-5, D-6 and D-7) of Purab Premium Apartments, Sector-88, S.A.S. Nagar were completed on 30/06/2016.

Thereafter, Divisional Engineers of Civil, Public Health and Electrical Divisions of GMADA had issued Partial Completion Certificates with regard to completion of Civil, Public Health and Electrical works for Tower Nos. A-2 & A-3 of Purab Premium Apartments, Sector-88, S.A.S. Nagar on 30/05/2017.

Now, on the basis of reports submitted by concerned Divisional Engineer (Civil), Divisional Engineer (Public Health), Divisional Engineer (Electrical) and Divisional Engineer (Horticulture), SE (C-1) & S.E (Elect.) GMADA, SAS Nagar, this Completion Certificate is issued certifying that the basic amenities/services related to Civil, Public Health and Electrical including development works were completed in all respects in 19 Towers No. A-4, A-5, A-6, B-3, B-4, B-5, B-6, C-3, C-4, C-5, C-6, C-7, C-8, D-4, D-5, D-6, D-7, A-2 & A-3 of Purab Premium Apartments, Sector-88, SAS Nagar on the said dates in accordance with the provisions of the Punjab Regional and Town Planning and Development Act, 1995 and the rules made there-under as per sanctioned plans.

This certificate is issued administratively purely on the basis of report of Technical Wing.

Partial completion certificate erroneously issued vide Endst. No.54823 dated 25-09-2024 is hereby cancelled.

Competent Authority-Cum
Chief Administrator, GMADA,
S.A.S. Nagar.
Dated

C.C to -

A copy of above is sent to Estate Office (Housing), GMADA for information and necessary action please.

Competent Authority-Cum
Chief Administrator, GMADA,
S.A.S. Nagar.

TRUE COPY



b) Certificate issued vide memo no. 1654 dated 18/10/2024(w.r.t. 8 towers)

75

Annexure A-1.

GREATER MOHALI AREA DEVELOPMENT AUTHORITY
(PUDA Bhawan, Sector-62, S.A.S. Nagar)

Memo No. 1654

Dated: 17-10-24

COMPLETION CERTIFICATE

On the basis of reports submitted by concerned Divisional Engineer (Civil), Divisional Engineer (Public Health), Divisional Engineer (Electrical) and Divisional Engineer (Horticulture), SE (C-1) & S.E (Elect.) GMADA, SAS Nagar, this Completion Certificate is issued certifying that the basic amenities/services related to Civil, Public Health and Electrical including development works are completed in all respects in 8 Towers No.A-1, B-1, B-2, C-1, C-2, D-1, D-2, D-3 of Purah Premium Apartments, Sector-88, SAS Nagar in accordance with the provisions of the Punjab Regional and Town Planning and Development Act, 1995 and the rules made there-under as per sanctioned plans.

This certificate is issued administratively purely on the basis of report of Technical Wing.

Partial completion certificate erroneously issued vide Endst. No.54823 dated 25-09-2024 is hereby cancelled.

Competent Authority-Cum
Chief Administrator, GMADA,
S.A.S. Nagar.
Dated

C.C to -

A copy of above is sent to Estate Office (Housing), GMADA for information and necessary action please.

ms
Competent Authority-Cum
Chief Administrator, GMADA,
S.A.S. Nagar.

TRUE COPY

(c) Copy of original certificate dated 05/07/2018 is also reproduced below:

GREATER MOHALI AREA DEVELOPMENT AUTHORITY
PUDA BHAWAN, SECTOR-62, S.A.S NAGAR

Memo No. 2188
Dated:- 5/9/2018

COMPLETION CERTIFICATE

It is certified that the basic amenities/services related to Civil, Public Health and Electrical including development works are completed in all respects in Tower No. A-4, A-5, A-6, B-3, B-4, B-5, B-6, C-3, C-4, C-5, C-6, C-7, C-8, D-4, D-5, D-6 and D-7 of Purab Premium Apartment, Sector-88, S.A.S Nagar in accordance with the provisions of the Punjab Regional and Town Planning and development Act, 1995 and the rules made there-under as per sanctioned plans.

This Certificate is issued on the basis of certificate issued by the concerned Divisional Engineer (C-II), Divisional Engineer (PH-II), and Divisional Engineer (Elect) of GMADA, S.A.S Nagar.

Signatures


(Baldev Singh)

Superintending Engineer,
GMADA, S.A.S Nagar.



23. We have also perused a letter dated 06/11/2025 from estate officer GMADA addressed to their counsel, which has been placed on record through IA 1880/2025 on 11/02/2025.

To

Sh. Shubham Bhalla, Advocate
New Delhi.

Sub: **Regarding Execution Applications No. 124 and 140 of 2024- Purab Premium Apartments Allottees Association Vs GMADA.**

Sir,

Please refer to the subject cited above

2. It has been decided at the competent level to implement the order dated 04.05.2023 read with clarification order dated 07.11.2023 passed by Hon'ble National Consumer Commission in CC No. 1278 of 2016 (Purab Premium Allottees Association Vs GMADA) and CC No. 1634 of 2018 (Purab Premium Allottees Association Vs GMADA). The Competent Authority i.e. CA, GMADA has already issued completion certificate of 19 towers on 18.10.2024, as per which it is certified that the basic amenities/services related to Civil, Public Health and Electrical including development works were completed in all respects of 17 Towers No. (A-4, A-5, A-6, B-3, B-4, B-5, B-6, C-3, C-4, C-5, C-6, C-7, C-8, D-4, D-5, D-6, D-7) of this Scheme on 30.06.2016 and in 2 Towers No. (A-2 & A-3) on 30.05.2017 of this Scheme in accordance with the provisions of The Punjab Regional and Town Planning and Development Act, 1995 and rules made there under as per sanctioned plans

3. In view of above, the details of amount of compensation payable to the members of complainant association is as under :-

- (i) Compensation payable towards 6% interest from promised date of possession till date of allotment letter cum offer of possession letter = Rs. 4.98 Crores
- (ii) Compensation @ Rs. 50,000/- per member payable on account of deficiency in amenities = Rs. 1.05 Crores.
- (iii) Maintenance charges based on reduced flat area= Rs.1.325 Crores

Total amount Rs. 7.355 Crores

Note: Maintenance charges payable by such members on reduced flat area have been adjusted.

The aforementioned amount of Rs. 7.355 Crores would be deposited by GMADA in 04 equated quarterly instalments within



one year and first installment of Rs. 1.832 Crores is going to be deposited by 31.01.2025 before the Hon'ble Commission.

This is for your information please.

Encl: copy of calculation sheet


Estate Officer(H)
GMADA, SAS Nagar

24. We have carefully examined the certificates dated 18.10.2024 issued by GMADA vide Memo No. 1652 and 1654, which have been reproduced in the preceding paras. As regards earlier Completion Certificates dated 05.07.2018, which have also been reproduced under the preceding paras, in the judgment /decree dated 04.05.2023, certain observations were made. Extract of the relevant paras of the said judgment dated 04.05.2023, is reproduced below:

"XXXX

8.4 The Complainant also argued that the so called possession letter was not a valid possession letter as it was issued without requisite completion certificate (CC). To this, the OP responded that CC was issued certifying that works were completed on 30.06.2016. OP also argued that obligation to obtain CC upon a builder or promoter of a real estate project from the 'competent authority' is set out in Section 14 of Punjab Apartment and Property Regulation Act, 1995, (PAPRA). Section 2(y) and (i) of the said Act define 'promoter' and 'competent authority'. In the instant case GMADA (OP) is both the promoter of the project as well as Competent Authority for the purpose of ensuring compliance under PAPRA. As per Section 44 of PAPRA, subject to provisions of Section 32, nothing in this Act shall apply if the promoter is a local authority or statutory body constituted for the development of land or housing. Opposite Party being a statutory body is exempted from complying with provisions of PAPRA, including Section 14.

8.5 As regards CC, the Complainant argued that while no Occupation Certificate (OC) has been issued, the sham/fallacious Completion Certificate (CC) filed by Opposite party has not been signed by the appropriate authority and hence is not a valid CC. As per Government of Punjab Gazette notification dated 02.09.2014, competent authority for issuance of CC/partial CC is Chief Administrator or Additional Chief



Administrator of concerned Development Authority. The CC dated 05.07.2018 issued by Superintended Engineer claimed to be issued on the basis of Certificate issued by Divisional Engineer (CII), Divisional Engineer (PH-II) and Divisional Engineer (Elec.) has no mention of Architect Report, which is a prerequisite as per provisions of Punjab Regional and Town Planning and Development Act, 1995 and Rules framed therein under which the said CC is claimed to be issued. The said CC does not even remotely indicate the status of development works undertaken. As per gazette notification, the promoter has to submit application to the Competent Authority on the prescribed proforma which discloses the complete information as regards development works undertaken, including the mandatory certificate like Fire NOC, Environment, Pollution Clearance, NOC from Ministry of Defence, etc. Relying on judgment of Hon'ble Supreme Court in *Samriddhi Co-operative Housing Society Vs. Mumbai Mahalaxmi Construction Private Limited* (2022) 2 S.C.R. 376, the Complainant argued that failure of the builder to obtain the OC is deficiency in service for which builder is liable to pay compensation to the allottee.

XXXX

8.7 Further, even if in the present case OP has dual role, both as competent authority as well as developer/promoter, it was under obligation to perform both the roles strictly as per the provisions of various Acts and Rules. Being a statutory authority does not give any immunity to OP while performing the role as developer/promoter to ignore the statutory provisions, and not observing in true spirit, as it as a competent authority would expect the private developers/ promoters to observe. In fact being a statutory/Government body, it is expected to set an example for private developers/promoters by demonstrating complete compliance of provisions expected from any developer/promoter. Hence, Opposite Party as Developer/Promoter should have subjected itself to same process of compliance for issuance of OC/CC as required from any other private developer/promoter. A bare perusal of initial CC issued by Divisional Engineers shows that it does not bear any date, was not issued by the competent authority, as per laid down process and was possibly not existing at the time of issuance of Allotment Letter during 2016, and was got issued subsequently to cover up the lacuna on the part of OP. Even the subsequent certificate dated 05.07.2018 issued by Superintendent Engineer is not the certificate issued by prescribed competent authority, as per prescribed procedure and in the prescribed format.

8.8 Hence, we are of the opinion that the issuance of Allotment Letter to allottees during June 2016 was without a valid OC/CC. Hence, Complainant are justified in their contentions that the allottees are entitled to delay compensation from the Opposite Party from the



committed date of possession as per LOI till the date of obtaining valid OC/CC or Offer of possession with valid OC/CC, whichever is later.

8.9 Even if it is assumed that in view of Section 44, the provisions of PAPRA are not applicable to Opposite Party and consequently the guidelines / procedure contained in notification dated 02.09.2014, which pertains to issuance of completion/Partial Completion Certificate for PAPRA and Mega projects falling outside Municipal limits, we are of the view that principle of natural justice demand that nobody should be the judge of his own cause. Hence in a situation where Opposite Party, being public/statutory is performing two roles, one as Competent Authority and other as promoter of a project, it should as a promoter subject itself to same onerous test(s), if not more, to which it puts other private developers/promoters, and as competent authority it should scrutinize its own works as promoter with same level of diligence, and rigour if not more, as it subjects the works of other private developers/promoters so that confidence of allottees in such public/statutory/state authorities remains intact and the allottees are not made to suffer or pay more on account of inefficiencies or negligence of officials of such public/statutory authorities. Hence, even if Opposite Party feels that provisions relating to obtaining of CC/OC, etc. under PAPRA are not applicable to it, in the interest of justice and as a Citizen Centric Welfare Authority, it should, in the absence of any other laid down guidelines/Rules, etc., objectively and in a transparent manner, broadly observe such norms/principles/ process for issuance of CC for its own projects with a view to maintain confidence of allottee in such public/statutory authority.

XXXX

8.11 However, considering that Opposite Party is a Government / Statutory body and the present project was the 1st one and till date the only one where Opposite Party has donned two roles viz that of 'Competent Authority' as well as 'Developer/Promoter' and the Opposite Party has produced two certificate issued by its team of technical officers showing completion of works at the time of issuance of Allotment Letter, we do not wish to direct the payment of delay compensation beyond date of Allotment Letter provided the Opposite Party in its role as developer/promoter obtains, within 45 days of this order, the prescribed OC/CC under the signature of competent authority by following the due process as is prescribed for any other developer/promoter, broadly on the lines of provisions under the Act/Rules, which should show that all the works in the project, including those in the individual Apartments, as well as common facilities/amenities/infrastructure works in the entire project area were complete in all respects as per the approved scope of works and the project was complete in all respects as per the scope and specifications given in the brochure and /or LOI, and approved plans



as on the date of issuance of Allotment Letter in June 2016. However, in case such certificate to be issued by prescribed competent authority show that all such works were completed on a date subsequent to the issuance of Allotment Letter, then the allottees will be entitled to claim delay compensation up to that date and Opposite Party shall be liable for the same.

25. A bare perusal of above stated two certificates dated 18.10.2024 indicate that there is no application of mind by the Competent Authority issuing such certificates viz Chief Administrator, GMADA as to whether the competent authority to issue such Completion Certificates viz Chief Administrator GMADA, based on the reports of its technical officers is satisfied that the entire works in the said project as envisaged/promised have been completed or not, this is evident even from the certificate(s) which records "This certificate is issued administratively purely on the basis of report of Technical Wing". Further, the certificate issued vide Memo No. 1654 do not give specific date as to when the entire works as envisaged have been completed. It merely refers to the reports submitted by the concerned technical officers and states that the works have been completed. Similarly, in certificate issued vide Memo No. 1652, it refers to the earlier certificate dated 05.07.2018 issued by the Superintending Engineer, which was not accepted as a valid certificate by this Commission earlier, certifies that the works have been completed on the said dates i.e. date mentioned in the earlier certificate dated 05.07.2018, which is dated 30.06.2016. On the other hand, the decree holders have contended that such works were not completed on the dates of such reports, not only that, it is the case of the decree holders that many of such works are still not complete. In support of their contentions they have drawn our attention to some of documents, which have been referred to in the previous paras. Hence, **prima facie we see some merits in the contentions of the Decree Holders' Association (Allottees' Association) and are of the considered view that these two certificates dated 08.10.2024 are not in full compliance of our directions contained in the**



judgment/decreed dated 04.05.2023, relevant extract of which has been reproduced in the preceding paras.

26. No doubt, we are cognizant of the fact that the Competent Authority issuing such completion certificate(s) viz the Chief Administrator being an Administrative Head of the organization has to depend on the reports of its various technical officers in the Civil, electrical, public health and other wings with respect of completion of various works. But the Chief Administrator as the administrative head of the organization and being the Competent Authority to issue completion certificate(s) has to critically examine such technical reports with due application of mind, has to satisfy himself and come to a definite conclusion that based on such reports all the envisaged works have indeed been completed, whereafter the such competent authority (Chief Administrator) can, and should issue the requisite completion certificate in due compliance of the guidelines in force and be responsible for such a conclusion and decision making, keeping in view the directions in the judgment/decreed dated 04.05.2023. These certificates dated 18.10.2024 broadly appear to be a reiteration of completion certificate dated 05.07.2018, except that these have now been signed by the Chief Administrator, who is the Competent Authority to issue Completion Certificate. Further, these certificates do not indicate whether all requisite statutory clearances like Fire NOC, environment clearance etc. are in place.

27. Hence, after careful consideration of the entire facts and circumstances of the case, we are of the considered view that the above stated two certificates dated 18.10.2024 issued vide Memo No. 1842 and 1844 by the GMADA are not in full compliance of the judgment/decreed dated 04.05.2023 in CC No. 1278 of 2016 and CC No. 1634 of 2018, read with order dated 07.11.2023 in MA/231/2023 and MA/232/2023 in CC/1278/2016 and CC/1634/2018 as regards works in individual flats as well as common facilities / amenities for the project are concerned.



28. That said, whether all the works/amenities/facilities in the project have in fact been completed on the ground or not, and if completed with effect from which date, is essentially a question of fact requiring physical verification/inspection by technical officers of the GMADA and acceptance of such reports of technical persons by the authority competent to issue completion certificates, after due application of mind and certifying the fact of completion as well as date(s) of completion, in unambiguous terms, in a transparent manner. This Commission, sitting in execution is not the appropriate forum to undertake such an exercise in the first instance; it is more appropriately required to be left to the Competent Authority viz. the Chief Administrator, which not only possesses the wherewithal to inspect / get inspected the works through its technical officer and verify compliances before it decides to issue Completion Certificate. **Accordingly, we deem it appropriate to issue following directions for due compliance of judgment / decree dated 04.05.2023 read with order dated 07.11.2023:**

i) We hereby direct the Chief Administrator, GMADA, who is the Competent Authority to issue the Completion Certificate(s), to re-consider all the reports of its technical officers of different wings like Civil, Electrical, public health, others etc. and any other records/reports, which he may deem necessary, to come to any definite finding whether all the envisaged works of the project in question, whether they pertain to the individual units of the allottee(s) or to any of the common amenities/facilities of the project in question, which have been promised by the GMADA through its Brochure and/or LOI and/or allotment letters and/or through any other communications, are complete in all respects, keeping in view the observations / directions of this Commission in judgment / Decree dated 04.05.2023. **If the Chief Administrator comes to such a finding that all such works are complete, he should also record a definite date as to on which date last of such works got completed, which can be treated as the date of completion**



of the entire project works and such date should be duly and specifically recorded/incorporated in the Completion Certificate issued by the Chief Administrator. Further the Chief Administrator is free even to seek any further/fresh report(s) / clarifications / information from any of its officers, if he considers it necessary, to satisfy himself about the completion of various works relating to the project in question. It is made clear that the Chief Administrator should issue fresh Competition Certificate(s) only if he comes to a finding / he is satisfied that all the works have been completed on a particular date, otherwise he should not issue such Competition Certificate(s) till the date such works get completed and he is satisfied about such competition on that future date.

ii) During the hearing in these EAs , the decree holders also referred to the guidelines dated 07.10.2022 issued vide Notification No.18/30/09-5HG2/2560 under which now a Committee Chaired by the Chief Administrator with 7 Members, is the Competent Authority for grant of Competition/Partial Competition/Occupancy Certificate. The other members of this Committee comprise of Additional Chief Administrator of the concerned authority (i.e. GMADA in the present case), Chief Engineer of concerned Authority, Senior Town Planner of concerned Circle, District Town Planner, (Planning), Estate Officer of concerned Authority, Nominee of the Mega project branch in case of Mega projects and Any other member (if required) to be nominated by the concerned Chief Administrator.

iii) Further, it is to be noted that it has been but stand of the GMADA that all the works in the project in question were completed on 30.06.2016 i.e. at the time of issuance of allotment letter, which led to issuance of earlier certificate dated 05.07.2018. Even as per the two certificates dated 18.10.2024, it is claimed that these works



have since been completed on the date of reports of its technical officer. If that be the case, the **Competition Certificates** have to be issued as per the guidelines which were in force at that point of time and not under the Notification dated **07.10.2022** referred to above, which is a subsequent Notification viz. as per the earlier guidelines vide Notification No.4966-CTP (Pb)/SP-458 dated 02.09.2014. Under the earlier Notification, the Competent Authority to issue Competition Certificate is the Chief Administrator of the concerned Development Authority (i.e. GMADA in the present case) for land development projects approved under Punjab Apartment and Property Regulation Act, 1995 and Mega Projects Policy and Additional Chief Administrator for buildings under Group Housing, Commercial Complexes, Institutions, Hotels, Multiplexes & Public Buildings forming part of PAPRA/Mega Projects. These Guidelines also contain a detailed procedure and format in which such completion certificates have to be issued to the promotor/developer /builder and in the present case GMADA happens to be promotor/developer of the project in question in addition to being the Competent Authority for issuance of the Competition Certificate.

iv) Similarly, the notification dated 07.10.2022 contains a detailed procedure for issuance of such Competition Certificate. However, this notification dated **07.10.2022** will have applicability only if the Chief Administrator, in the fresh Completion Certificate(s), which he may issue in compliance of this order, indicates a date of competition of all works in the project on any date subsequent to such a notification i.e. **07.10.2022**. In case the Chief Administrator is satisfied that all such works were completed prior to this date, and such fresh Competition Certificate (s) is issued by him indicating a date of completion, which is prior to the date of the new notification i.e. prior to



07.10.2022, the Completion Certificate will be issued in accordance with the guidelines, which were in force at the time when all the works are certified to be completed i.e. guidelines dated 02.09.2014 read with and any subsequent addition/modification to such guidelines till the date when such works are certified to be completed. Hence, in this scenario, the Chief Administrator would be the Competent Authority to issue the Certificate and not a Committee under the Chairmanship of the Chief Administrator, as is contended by the Decree Holders.

v) We hereby direct the Chief Administrator, GMADA (OP/Judgment Debtor) in the present Execution Petitions) to issue fresh Competition Certificate(s) in accordance with the observations and directions contained in this order, within a maximum of 30 days from the date of receipt of certified copy of this order and supply a copy of the same to the Complainant (s) /Allottees' Association, to the RWA office-bearers, other concerned authorities, as well as put the same on its website for information of the allottees/occupants at large. Further, the Chief Administrator, while issuing any such fresh completion certificate(s) in compliance of this order, should take due note of all the objections raised by the Decree Holders in the present EAs with respect of non-competition of works as well as various documents/evidence placed before this Commission as parts of these two Execution Petitions and IA No. 13867 of 2025.

vi) As regards payment of delay compensation in accordance with the directions in the judgment/decreed dated 04.05.2023 is concerned, it is hereby clarified / reiterated that it shall remain payable by GMADA to the allottees till the date of Completion of



all the works as certified by Chief Administrator in the fresh Completion certificate(s) to be issued.

vii) Further, upto the period the maintenance was with GMADA, such maintenance charges shall be payable to GMADA only, on or after the date of physical possession to the allottees or the date of completion of all works as certified in the fresh Completion Certificate(s) to be issued in accordance with these orders, whichever is later.

viii) As regards, payment of maintenance charges from the date maintenance has been taken over by the RWA (the impleader), such maintenance charges shall be payable to RWA w.e.f. the date of such RWA is actually undertaking the maintenance or date of actual physical possession by any of the allottee(s) or date when such works are certified to have been completed by the Chief Administrator in fresh Completion Certificate(s), whichever is later. However, if RWA has actually undertaken the maintenance work for any period prior to the date when such works have been certified to have been completed as per the fresh Completion certificate(s) to be issued by the Chief Administrator and allottees have actually taken physical possession and are enjoying the fruits of such maintenance, we leave it to the RWA and the respective Allottees/Allotees' Association to amicably resolve such issues as RWA is nothing but an association of those allottees, who are in actual possession of the units in question and have actually been enjoying the fruits of such maintenance, notwithstanding that the date of completion certified by Chief Administrator is subsequent to such date, otherwise RWA will be under no legal obligation to undertake such maintenance as they will have no resources to undertake such maintenance and ultimately it is



the allottees themselves, who are the members of RWA/Allottees' Association, who will suffer due to lack of maintenance despite being in actual physical possession. Hence, we do expect the allottees, who have taken physical possession of the units, and are actually taking benefit of such maintenance by RWA, to pay maintenance charges to RWA w.e.f. such date when RWA is actually doing maintenance, notwithstanding the Chief Administrator has still not issued the Completion Certificate(s) or he has issued a Completion Certificate(s) which indicate the date of completion subsequent to such date since when RWA is actually doing maintenance. As regards unalloted units are concerned, such maintenance charges are payable by GMADA to RWA from the date RWA is actually doing such maintenance.

29. Both EAs No. 124/2024 in CC/1278/2016 and EA/140/2024 in CC/1634/2018 stand disposed off as per above directions. MA No.512/2025 and MA No. 514/2025 also stand disposed off as per directions/observations of this order.

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

Sd/-

(DR. INDER JIT SINGH)
PRESIDING MEMBER
Sd/-

(SHASHI NANDKEOLYAR)
MEMBER

Am/

