

**In the Real Estate Appellate Tribunal at SAS Nagar
Mohali, Punjab**

Between

1. Col. Jagjit Singh Randhawa S/o Sh. Harbhajan Singh R/o 818, Phase – 7, Sector 61, Mohali – 160062.
2. Mrs. Vandana Randhawa w/o Col. Jagjit Singh Randhawa R/o 818, Phase – 7, Sector 61, Mohali – 160062.

...Appellants

And

Parkwood Developers Private Limited, 10th Floor, Hemkunt Chambers, 89, Nehru Place,
New Delhi – 110019.

...Respondent

Details of claim:

1. Particulars of the Appellants:

- (i) Name of Appellants:
 - a. Col. Jagjit Singh Randhawa
 - b. Mrs. Vandana Randhawa
- (ii) Address of the existing residence of the Appellants:

818, Phase – 7, Sector 61, Mohali – 160062.



REAL ESTATE APPELLATE TRIBUNAL, PUNJAB,
AT CHANDIGARH

Appeal No. 58 of 2019

1. Col. Jagjit Singh Randhawa S/o Sh. Harbhajan Singh R/o 818, Phase-7, Sector-61, Mohali-160062.
2. Mrs. Vandana Randhawa w/o Col. Jagjit Singh Randhawa R/o 818, Phase-7, Sector-61, Mohali-160062.

....Appellants

Versus

Parkwood Developers Private Limited, 10th Floor, Hemkunt Chambers, 89, Nehru Place, New Delhi-110019.

....Respondent

Present: Mr. Rajat Chopra, Advocate for the appellants.
Mr. Suvir Kumar, Advocate, for the respondent.

QUORUM: JUSTICE MAHESH GROVER (RETD.), CHAIRMAN
SH. S.K GARG DISTRICT AND SESSIONS JUDGE (RETD.)
ER. ASHOK KUMAR GARG, C.E. (RETD.), MEMBER
(ADMINISTRATIVE/TECHNICAL)

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JUDGMENT: (Justice Mahesh Grover (Retd.))

While impugning the order of the Authority dated 27.11.2018, the solitary argument raised before us is that while concluding in favour of the appellant in para 7 even though interest has been awarded in terms of the statute of the Punjab State Real Estate (Regulation and Development), Rules 2017, yet the date from which interest has to be calculated has not been set down.



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Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh 16-8-2021

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For purpose of convenience, we extract concluding paragraph No.7 of the impugned order: -

"7. As a result of the above discussion this complaint is accepted, and the respondent is directed to refund the amount paid by the complainants along with interest prescribed in Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017 within a period of two months from the date of receipt of the order. The demand of complainants for additional compensation @Rs.5.00 per sq. feet per month is not justified since interest for the period of delay is being allowed, and to allow both would amount to unjust enrichment of the complainants."

We are of the opinion that the plea that has been raised before us could have been raised before the Authority as well by moving an appropriate application for clarification but we desist from remanding the matter back to the Authority at this stage given the time that has lapsed since the passing of the order and the pendency of the appeal before us.

We may also notice that numerous opportunities were given to the parties particularly to the respondent to resolve the issues regarding payment of interest if they so desired but the respondent showed little interest in availing the opportunity, which



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he himself sought. Consequently we are left with no other option but to dispose of the appeal on merits.

Section 2 (za) of the Real Estate (Regulation and Development) Act, 2016 provides as under: -

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.
Explanation. – For the purpose of this clause –

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

Bare perusal of the above, would indicate that even when the part payment is made, the developer in the case of a refund would be liable to pay the interest from the date when such a part payment was made.



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In view of the aforesaid observations, we dispose of the appeal with a clarification that the appellant would be entitled to interest from the various dates when he made the partial payments to the respondent, in terms of Section 2(z)(ii) of the Act.

edl
 JUSTICE MAHESH GROVER (RETD.)
 CHAIRMAN

sd/
 S.K. GARG, D & S. JUDGE (RETD.)
 MEMBER (JUDICIAL)

sd/
 ER. ASHOK KUMAR GARG, C.E. (RETD.)
 MEMBER (ADMINISTRATIVE/ TECHNICAL)

August 05, 2021
 AN



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Shamendra Kumar
 Registrar
 Real Estate Appellate Tribunal Punjab
 Chandigarh

16-8-2021