

IN THE REAL ESTATE APPELLATE TRIBUNAL,
PUNJAB

Appeal No. 23 of 2022

MEMO OF PARTIES

M/s Gillco Developers and Builders Pvt. Ltd., Gillco Valley, Sector-127, National Highway No.21, Mohali - 140301 through its Director Sh. Sita Ram S/o Rulda Ram R/o H. No.73, Gillco Valley Rupnagar, Punjab

...Appellant

Versus

1. Ajay Sharma S/o Sh. Tilak Raj Sharma R/o Flat No.859, Top Floor, Gillco Palms, Gillco Valley, Sector 115, Mohali

...Respondent/Complainant

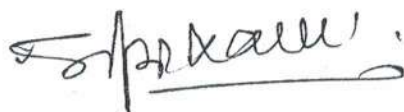
2. Mr. Ranjit Singh Gill R/o H. No.2169, Phase-7, Sahibzada Ajit Singh Nagar (Mohali), Punjab

....Proforma Respondent



Place: Chandigarh.
Dated: 07.01.2022


(MANPREET SINGH LONGIA)
ADVOCATE
COUNSEL FOR APPELLANT



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...Appellant

Versus

1. Vijay Sharma S/o Sh. Tilak Raj Sharma R/o Village Plassi, P.O. Rangas, Tehsil Nadaun, Hamirpur, Himachal Pradesh

...Respondent/Complainant

2. Mr. Ranjit Singh Gill R/o H. No.2169, Phase-7, Sahibzada Ajit Singh Nagar (Mohali), Punjab

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ADVOCATE
COUNSEL FOR APPELLANT

Spencer

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB, AT CHANDIGARH

Appeal No. 23 of 2022

M/s Gillco Developers and Builders Pvt. Ltd., Gillco Valley, Sector-127, National Highway No.21, Mohali-140301 through its Director Sh. Sita Ram S/o Rulda Ram R/o H.No.73, Gillco Valley Rupnagar, Punjab.

.....Appellant

Versus

1. Ajay Sharma S/o Sh. Tilak Raj Sharma R/o Flat No.859, Top Floor, Gillco Palms, Gillco Valley, Sector-115, Mohali.

...Respondent/complainant

2. Mr. Ranjit Singh Gill R/o H.No.2169, Phase-7, Sahibzada Ajit Singh Nagar (Mohali), Punjab.

.....Proforma Respondent

Appeal No. 24 of 2022

M/s Gillco Developers and Builders Pvt. Ltd., Gillco Valley, Sector-127, National Highway No.21, Mohali-140301 through its Director Sh. Sita Ram S/o Rulda Ram R/o H.No.73, Gillco Valley Rupnagar, Punjab.

.....Appellant

Versus

1. Vijay Sharma S/o Sh. Tilak Raj Sharma R/o Village Plassi, P.O. Rangas, Tehsil Nadaun, Hamirpur, Himachal Pradesh.

...Respondent/complainant

2. Mr. Ranjit Singh Gill R/o H.No.2169, Phase-7, Sahibzada Ajit Singh Nagar (Mohali), Punjab.

.....Proforma Respondent

Present: - Mr. Manpreet Singh Longia,
Advocate for the appellant.

ORDER:-



1. By this order, we will dispose of two appeals bearing Appeal No. 23 of 2022 and Appeal No. 24 of 2022, arising out of the similar orders amidst similar facts and controversy.

2. The complaint was preferred by the respondent praying for adequate compensation for delayed possession, which was accepted by the Real Estate Regulatory Authority, Punjab, and while noticing that undeniably there was a delay of approximately 14 months and Clause 39 of the apartment buyers agreement contemplated compensation @ Rs.5/- per sq. ft. for the delayed period granted the benefit to the respondent in terms thereof.
3. Aggrieved by it, the appellant filed the appeal to contend that the possession was delivered to the respondents on 14.05.2018 and two documents were executed on the date i.e. possession letter; handing/taking offer of flats after noticing that all the amounts in respect of sale and purchase have been settled with no payment outstanding against either of the parties.
4. It is contended on the basis of this and with reference to these two documents that once the allottees accepted that there was no amount outstanding and the possession taken, thereafter, it should imply that the compensation etc. if any on account of the delayed possession was also taken care of by the appellant at that point of time itself.



5. The Authority vide the impugned order disagreed agreed with this and by placing reliance on Clause 36 and 39 of the buyers agreement granted the necessary relief to the respondent.
6. We have heard the learned counsel for the appellant at some length and are of the opinion that the appeal is without any merit. Clause 36 and 39 of the buyers agreement are extracted hereinbelow:-

“36. That the builder subject to force majeure, shall offer the possession of the said apartment to the buyer within 14 months from the date of this agreement with a grace period of 2 months subject to the payment of said consideration and other charges, strictly in accordance with the payment schedule.

XXX XXX XXX

39. That in the event the builder delays in handing over possession, the builder shall pay compensation @ Rs.5/- per sq. ft. for every months delay beyond 16 months from the date of signing of agreement, which shall be adjusted at the time of calculation of the final bill.”



Undeniably there was a delay of 13 months and 20 days in handing over the possession and if that be so then the above referred two Clauses in the buyers agreement would entitle the respondent to a relief in terms thereof. The argument of the appellant has to be

negated because the documents dated 14.05.2018 relied upon are merely on printed formats and makes no mention of any concession granted by the appellant and accepted by the respondent for the delayed possession. Had there been any such reference or a suggestion in these documents the argument would certainly have force. But since the documents stated that no amount is due, it has to be construed that these are merely an acknowledgement of the fact that the allottees have made due payments to be entitled to the possession of the dwelling units. We cannot grant an interpretation to these documents such as the appellant prays on his mere bald assertion that the respondents stood adequately compensated either in terms of money or in any other form when there is no material on record to suggest so.

7. Consequently, we decline interference in the appeals. Files be consigned to record room.



Sdr
JUSTICE MAHESH GROVER (RETD.),
CHAIRMAN

Sdr
SH. S.K. GARG DISTT. & SESSIONS JUDGE (RETD.),
MEMBER (JUDICIAL)

Sdr
ER. ASHOK KUMAR GARG
MEMBER (ADMINISTRATIVE/TECHNICAL),

AN
February 17, 2022

Certified To Be True Copy
Tonareet
Registrar
Real Estate Appellate Tribunal Punjab
08/07/2022