

BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, FOREST COMPLEX, SECTOR 68,  
MOHALI, SAS NAGAR PUNJAB-160062

Appeal No. 220/2020  
MEMO OF PARTIES

Punjab Urban Planning and Development Authority  
(PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)  
-160062 ...Appellant


Versus

1. Sanjiv Kumar, House No. 255 (GF), Sector-44/A,  
Chandigarh-160044.

2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-B, Madhya Marg, Sector-18/A,  
Chandigarh-160018. ...Respondents



Place: SAS Nagar  
Date: 27.02.2020

  
(Bhupinder Singh)  
Advocate  
Counsel for the Appellant.

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BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, FOREST COMPLEX, SECTOR 68,  
MOHALI, SAS NAGAR PUNJAB-160062

Appeal No. 221/2020  
MEMO OF PARTIES

Punjab Urban Planning and Development Authority  
(PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)  
-160062  
...Appellant

Versus

1. Darshan Singh, House No. 5405, Sector-38(West)  
Chandigarh-160014.

2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-F, Madhy Marg, Sector-18/A,  
Chandigarh-160018.  
...Respondents



Place: SAS Nagar  
Date: .02.2020

(Bhupinder Singh)  
Advocate  
Counsel for the Appellant

BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, FOREST COMPLEX, SECTOR 68,  
MOHALI, SAS NAGAR PUNJAB-160062

Appeal No. 222/2020

MEMO OF PARTIES

Punjab Urban Planning and Development Authority  
(PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)

...Appellant.

Versus

1. Gurvinder Singh, VPO Dhurali, Tehsil and  
District SAS Nagar (Mohali)-140306.

2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-B, Madhya Marg, Sector-18/A,  
Chandigarh-160018.

...Respondents



Place: SAS Nagar  
Date: .02.2020

(Bhupinder Singh)  
Advocate  
Counsel for the Appellant

BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, FOREST COMPLEX, SECTOR 68,  
MOHALI, SAS NAGAR PUNJAB-160062

Appeal No 223/2020  
MEMO OF PARTIES

Punjab Urban Planning and Development Authority  
(PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)  
-160062 ...Appellant

Versus

1. Jagraj Singh resident of House No. 2018, First  
Floor (FF), Phase-6, SAS Nagar, Punjab-160055.

2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-B, Madhya Marg, Sector-18/A,  
Chandigarh-160018. ...Respondents



Place: SAS Nagar  
Date: .02.2020

(Bhupinder Singh)  
Advocate  
Counsel for the Appellant

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Appeal No. 224/2020.

BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, FOREST COMPLEX, SECTOR 68,  
MOHALI, SAS NAGAR PUNJAB-160062

MEMO OF PARTIES

Punjab Urban Planning and Development Authority  
(PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)  
-160062 ...Appellant

Versus

1. Kesar Singh Grewal, resident of House No. 144,  
Type-4, Nuhon Colony, Guru Gobind Singh Super  
Thermal Plant, Rupnagar (Ropar), Punjab-140113.

2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-B, Madhya Marg, Sector-18/A,  
Chandigarh-160018. ...Respondents



Place: SAS Nagar  
Date: .02.2020

(Bhupinder Singh)  
Advocate  
Counsel for the Appellant



Appeal No. 225/2020

BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, FOREST COMPLEX, SECTOR 68,  
MOHALI, SAS NAGAR PUNJAB-160062

MEMO OF PARTIES

Punjab Urban Planning and Development Authority  
(PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)  
-160062  
...Appellant

Versus

1. Manjit Singh, SCF-19, Kabir Park, Post Office  
Khalsa College, Amritsar, (Punjab)-143002.
2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-B, Madhya Marg, Sector-18/A,  
Chandigarh-160018.  
...Respondents



Place: SAS Nagar  
Date: .02.2020

(Bhupinder Singh)  
Advocate  
Counsel for the Appellant

BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, FOREST COMPLEX, SECTOR 68,  
MOHALI, SAS NAGAR PUNJAB-160062

Appeal No. 226/2020  
MEMO OF PARTIES

Punjab Urban Planning and Development Authority  
(PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)  
-160062 ...Appellant

Versus

1. Rohit Ralh son of Sh. Dilbag Chand R/o Flat  
No. 502, GHS4, Alknanda, GHS, Sector-20,  
Panchkula, Haryana-134116.

2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-B, Madhya Marg, Sector-18/A,  
Chandigarh-160018. ...Respondents



Place: SAS Nagar  
Date: .02.2020

(Bhupinder Singh)  
Advocate  
Counsel for the Appellant

Appeal 27/2020  
BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, FOREST COMPLEX, SECTOR 68,  
MOHALI, SAS NAGAR PUNJAB-160062

MEMO OF PARTIES

Punjab Urban Planning and Development Authority  
(PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)  
-160062 ...Appellant

Versus

1. Siri Ram, House No. 1705-A, Housefed Complex-2,  
Sector-79, SAS Nagar, Punjab-160079.

2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-B, Madhya Marg, Sector-18/A,  
Chandigarh-160018. ...Respondents

Place: SAS Nagar  
Date: .02.2020

(Bhupinder Singh)  
Advocate  
Counsel for the Appellant





Appeal No. 228/2020  
BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, FOREST COMPLEX, SECTOR 68,  
MOHALI, SAS NAGAR PUNJAB-160062

MEMO OF PARTIES

Punjab Urban Planning and Development Authority  
(PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)  
-160062 ...Appellant

Versus

1. Jasneet Kaur Chahal, House No. 159, Teg Colony,  
Patiala, (Punjab)-147001.

2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-B, Madhya Marg, Sector-18/A,  
Chandigarh-160018. ...Respondents



Place: SAS Nagar  
Date: .02.2020

(Bhupinder Singh)  
Advocate  
Counsel for the Appellant

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BEFORE THE CHAIRMAN, REAL ESTATE APPELLATE  
TRIBUNAL, PUNJAB, CHANDIGARH

04/2023  
MEMO OF PARTIES


Punjab Urban Planning and Development Authority  
(PUDA) Sector 62, PUDA Bhawan, S.A.S. Nagar  
(Mohali)-160062 ...Appellant

Versus

1. Manjit Kaur, House No.4851, Block B, Pancham  
Society, Sector 68, S.A.S. Nagar (Mohali) -160062.
2. Real Estate Regulatory Authority, First Floor,  
Plot No.3, Block-B, Madhya Marg, Sector-18/A,  
Chandigarh-160018. ...Respondents

Place: SAS Nagar  
Date: 17.01.2023



  
(Bhupinder Singh & Balwinder Singh)  
Advocates  
Counsel for the Appellant

IN THE REAL ESTATE APPELLATE TRIBUNAL PUNJAB  
AT CHANDIGARH

Appeal No. 199 of 2022

**MEMO OF PARTIES**

Estate officer, PUDA, PUDA Bhawan, Sector-62, Sahibzada Ajit Singh  
Nagar (Mohali), Punjab.

.....Appellant


**V E R S U S**

1. Anil Kumar, resident of #2047, Sector-71, SAS Nagar, (Mohali),  
Punjab.
2. Real Estate Regulatory Authority, Punjab, First Floor, Plot No.3,  
Block-B, Madhya Marg, Sector 18-A, Chandigarh - 160018.

....Respondents



CHANDIGARH  
DATED: 15-11-2022

  
(ASHISH GROVER)  
ADVOCATE FOR THE APPELLANT  
ENRL. No.P/671/1991

IN THE REAL ESTATE APPELLATE TRIBUNAL PUNJAB  
AT CHANDIGARH

Appeal No. 200 of 2022

**MEMO OF PARTIES**

Estate officer, PUDA, PUDA Bhawan, Sector-62, Sahibzada Ajit Singh  
Nagar (Mohali), Punjab.

.....Appellant

V E R S U S

1. Anil Kumar, resident of #2047, Sector-71, SAS Nagar, (Mohali),  
Punjab.
2. Real Estate Adjudicating Officer, Punjab, First Floor, Plot No.3,  
Block-B, Madhya Marg, Sector 18-A, Chandigarh – 160018.

....Respondents



CHANDIGARH  
DATED: 15-11-2022

  
(ASHISH GROVER)  
ADVOCATE FOR THE APPELLANT  
ENRL. No.P/671/1991

IN THE REAL ESTATE APPELLATE TRIBUNAL PUNJAB  
AT CHANDIGARH

Appeal No. 144 of 2022

**MEMO OF PARTIES**

Punjab Urban Planning and Development Authority, PUDA Bhawan,  
Sector - 62, Sahibzada Ajit Singh Nagar (Mohali) through its Estate  
Officer

.....Appellant

V E R S U S


1. Kulwinder Kaur wife of Shri Hardev Singh, resident of # 1445,  
Sector 40-B, Chandigarh - 160036;
2. Real Estate Regulatory Authority, Punjab, First Floor, Plot No.3,  
Block-B, Madhya Marg, Sector 18-A, Chandigarh - 160018.

...Respondents



Chandigarh

Dated: 2-7-2022

  
(Ashish Grover)  
Advocate for the Appellant  
Enrl. No. P/671/1991



IN THE REAL ESTATE APPELLATE TRIBUNAL PUNJAB  
AT CHANDIGARH

Appeal No. 150 of 2022

**MEMO OF PARTIES**

Punjab Urban Planning and Development Authority, PUDA Bhawan,  
Sector - 62, Sahibzada Ajit Singh Nagar (Mohali) through its Estate  
Officer

.....Appellant

V E R S U S

1. Deep Kamal wife of Shri Baljinder Sondhi, resident of # HIG 863,  
Sector 70, S.A.S. Nagar (Mohali) - 160071;
2. Real Estate Regulatory Authority, Punjab, First Floor, Plot No.3,  
Block-B, Madhya Marg, Sector 18-A, Chandigarh - 160018.

...Respondents



Chandigarh

Dated: 20.7.2022

(Ashish Grover)  
Advocate for the Appellant  
Enr. No. P/671/1991

**BEFORE THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB  
AT CHANDIGARH**

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**APPEAL NO.220 OF 2020**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan,  
Sector-62, SAS Nagar (Mohali)-160062.

...Appellant

Versus

1. Sanjiv Kumar, House No.255 (GF), Sector-44/A, Chandigarh-160044.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,  
Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

**APPEAL NO.221 OF 2020**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan,  
Sector-62, SAS Nagar (Mohali)-160062.

...Appellant

Versus

1. Darshan Singh, House No.5405, Sector-38 (West), Chandigarh-  
160014.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,  
Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

**APPEAL NO.222 OF 2020**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan,  
Sector-62, SAS Nagar (Mohali)-160062.

...Appellant

Versus

1. Gurvinder Singh, VPO Dhurali, Tehsil and District SAS Nagar (Mohali)-  
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2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,  
Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

**APPEAL NO.223 OF 2020**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan,  
Sector-62, SAS Nagar (Mohali)-160062.

...Appellant



**Appeal Nos. 220 to 228 of 2020, Appeal No.04 of 2023, Appeal Nos.199 & 200 of 2022 and Appeal Nos.149 & 150 of 2022**

**2**

Versus

1. Jagraj Singh resident of House No.2018, First Floor (FF), Phase-6, SAS Nagar, Punjab-160055.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

...Respondents

**APPEAL NO.224 OF 2020**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)-160062.

...Appellant

Versus

1. Kesar Singh Grewal, Resident of House No.144, Type-4, Nuhon Colony, Guru Gobind Singh Super Thermal Plant, Rupnagar (Ropar), Punjab-140113.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

...Respondents

**APPEAL NO.225 OF 2020**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)-160062.

...Appellant

Versus

1. Manjit Singh, SCF-19, Kabir Park, Post Office Khalsa College, Amritsar, (Punjab)-143002.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

...Respondents

**APPEAL NO.226 OF 2020**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)-160062.

...Appellant

Versus

1. Rohit Ralh son of Sh. Dilbag Chand R/o Flat No.502, GHS4, Alknanda, GHS, Sector-20, Panchkula, Haryana-134116.





**Appeal Nos. 220 to 228 of 2020, Appeal No.04 of 2023, Appeal Nos.199 & 200 of 2022 and Appeal Nos.149 & 150 of 2022**

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2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

**APPEAL NO.227 OF 2020**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)-160062.

...Appellant

Versus

1. Siri Ram, House No.1705-A, Housefed Complex-2, Sector-79, SAS Nagar, Punjab-160079.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

**APPEAL NO.228 OF 2020**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)-160062.

...Appellant

Versus

1. Jasneet Kaur Chahal, House No.159, Teg Colony, Patiala, (Punjab)-147001.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

**APPEAL NO.04 of 2023**

Punjab Urban Planning and Development Authority (PUDA), PUDA Bhawan, Sector-62, SAS Nagar (Mohali)-160062.

...Appellant

Versus

1. Manjit Kaur, House No.4851, Block B, Pancham Society, Sector 68, S.A.S. Nagar (Mohali)-160062.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents



**Appeal Nos. 220 to 228 of 2020, Appeal No.04 of 2023, Appeal  
Nos.199 & 200 of 2022 and Appeal Nos.149 & 150 of 2022**

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**APPEAL NO.199 of 2022**

Estate Officer, PUDA, PUDA Bhawan, Sector-62, Sahibzada Ajit Singh Nagar  
(Mohali), Punjab.

...Appellant

Versus

1. Anil Kumar, resident of #2047, Sector-71, SAS Nagar, (Mohali), Punjab.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,  
Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

**APPEAL NO.200 of 2022**

Estate Officer, PUDA, PUDA Bhawan, Sector-62, Sahibzada Ajit Singh Nagar  
(Mohali), Punjab.

...Appellant

Versus

1. Anil Kumar, resident of #2047, Sector-71, SAS Nagar, (Mohali), Punjab.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,  
Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

**APPEAL NO.149 of 2022**

Punjab Urban Planning and Development Authority, PUDA Bhawan, Sector-  
62, Sahibzada Ajit Singh Nagar (Mohali) through its Estate Officer.

...Appellant

Versus

1. Kulwinder Kaur wife of Shri Hardev Singh, resident of #1445, Sector  
40-B, Chandigarh-160036.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,  
Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

**APPEAL NO.150 of 2022**

Punjab Urban Planning and Development Authority, PUDA Bhawan, Sector-  
62, Sahibzada Ajit Singh Nagar (Mohali) through its Estate Officer.

...Appellant

Versus

1. Deep Kamal wife of Shri Baljinder Sondhi, resident of #HIG 863, Sector  
70, S.A.S. Nagar (Mohali)-160071





**Appeal Nos. 220 to 228 of 2020, Appeal No.04 of 2023, Appeal Nos.199 & 200 of 2022 and Appeal Nos.149 & 150 of 2022**

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2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

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**Present: -** Mr. Gurinder Singh, Advocate for the developer/PUDA (Appeal No. 220 of 2020 to 228 of 2020).  
Mr. Balwinder Singh and Mr. Bhupinder Singh, Advocates for developer/PUDA (Appeal No. 04 of 2023).  
Mr. Ashish Grover, Advocate developer/PUDA (Appeal No. 149 & 150 of 2022 and Appeal No. 199 & 200 of 2022)

**CORAM: JUSTICE MAHESH GROVER (RETD.), CHAIRMAN  
SH. S.K. GARG DISTT. & SESSIONS JUDGE (RETD.), MEMBER (JUDICIAL)  
ER. ASHOK KUMAR GARG, CHIEF ENGINEER (RETD.), MEMBER (ADMN./ TECH.)**

**JUDGMENT: (JUSTICE MAHESH GROVER (RETD.), CHAIRMAN)**

1. By this order we will dispose of the following appeals:-

Appeal No. 04 of 2023	Punjab Urban Planning & Development Authority (PUDA) Vs. Manjit Kaur & Anr.
Appeal No. 220 of 2020	PUDA Vs. Sanjiv Kumar and Anr.
Appeal No. 221 of 2020	PUDA Vs. Darshan Singh and Anr.
Appeal No. 222 of 2020	PUDA Vs. Gurvinder Singh and Anr.
Appeal No. 223 of 2020	PUDA Vs. Jagraj Singh and Anr.
Appeal No. 224 of 2020	PUDA Vs. Kesar Singh Grewal and Anr.
Appeal No. 225 of 2020	PUDA Vs. Manjit Singh and Anr.
Appeal No. 226 of 2020	PUDA Vs. Rohit Ralh and Anr.
Appeal No. 227 of 2020	PUDA Vs. Siri Ram and Anr.
Appeal No. 228 of 2020	PUDA Vs. Jasneet Kaur Chahal and Anr.
Appeal No. 199 of 2022	Estate Officer PUDA Vs. Anil Kumar and Anr.



Appeal Nos. 220 to 228 of 2020, Appeal No.04 of 2023, Appeal Nos.199 & 200 of 2022 and Appeal Nos.149 & 150 of 2022

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Appeal No. 200 of 2022	Estate Officer PUDA Vs. Anil Kumar and Anr.
Appeal No. 149 of 2022	Punjab Urban Planning & Development Authority Vs. Kulwinder Kaur and Anr.
Appeal No. 150 of 2022	Punjab Urban Planning & Development Authority Vs. Deep Kamal and Anr.

2. While Appeal Nos. 220 of 2020 to 228 to 2020 and Appeal No. 04 of 2023 have marginal variation of facts, as do Appeals Nos. 199 of 2022 and 200 of 2022 but they do not impact the essence of the controversy that has been eked out from the fact of the cases as pleaded and the decision of the Real Estate Regulatory Authority, Punjab (hereinafter known as the Authority), resulting in the orders impugned in all the above appeals.

3. For the purposes of reference the facts have broadly been taken from Appeal No. 220 of 2020.

4. We must emphasize here that the complainants are the allottees in the project being developed by the present appellant i.e. PUDA. There may be variations in the sizes of the plots as also the schedule of payments opted for by such allottees but as stated above it does not dilute the controversy in any manner and consequently the reasoning in the orders that we propose to deliver is not going to be affected by marginal dissimilarities of facts. Hence a common order.





Appeal Nos. 220 to 228 of 2020, Appeal No.04 of 2023, Appeal  
Nos.199 & 200 of 2022 and Appeal Nos.149 & 150 of 2022

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5. The appellant (hereinafter called the developer) proposed to develop a project by the name of 'Gateway City', and the allottee in Appeal No. 220 of 2020 applied for a plot measuring 200 sq. yards. Letter of intent was issued to her on 21.08.2015, followed by an allotment letter dated 21.09.2016. The tentative price of the plot was ascertained as Rs.42,00,000/- at the rate of Rs.21,000/- per sq. yard. In addition 2% Cancer Cess was also payable. Possession was to be handed over to the complainant "after completion of development works at the site or 18 months from the issuance of allotment letter whichever is earlier."
6. The allottee deposited a sum of Rs.10,50,000/- towards 25% of the price. The remaining amount of Rs.31,50,000/- was required to be paid either in lump-sum, without interest, within 60 days from the issuance of allotment letter i.e. up to 21.11.2016 or in six equated half yearly installments along with interest at the rate of 12% per annum up to 19.03.2020. The allottee in this case deposited Rs.29,92,500/- in lump-sum within 60 days of the issuance of the allotment letter and availed a rebate of 5% on the total price of the plot. No Objection Certificate was issued in this regard by the developer on 16.05.2019.



Appeal Nos. 220 to 228 of 2020, Appeal No.04 of 2023, Appeal Nos.199 & 200 of 2022 and Appeal Nos.149 & 150 of 2022

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7. The details of the plots and the payments made by the different allottees in all the appeals are given herebelow:-

**Appeal No. 220 of 2020**

Date of allotment letter		21.09.2016
Size of the Plot		200 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	10,50,000/-	Initial 25% of the price of plot
18.11.2016	29,92,500/-	Remaining lump sum amount with 5% rebate
	40,42,500/-	Total

**Appeal No. 221 of 2020**

Date of allotment letter		09.08.2016
Size of the Plot		545 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	28,61,250/-	Initial 25% of the price of plot
--	81,54,563/-	Remaining 75% lump sum amount with 5% rebate
	1,10,15,813/-	Total

**Appeal No. 222 of 2020**

Date of allotment letter		27.09.2016
Size of the Plot		256.66 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	13,44,000/-	Initial 25% of the price of plot
--	37,72,902/-	Remaining 75% lump sum amount with 5% rebate
	51,16,902/-	Total

**Appeal No. 223 of 2020**

Date of allotment letter		27.09.2016
Size of the Plot		256.66 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	13,44,000/-	Initial 25% of the price of plot





Appeal Nos. 220 to 228 of 2020, Appeal No.04 of 2023, Appeal Nos.199 & 200 of 2022 and Appeal Nos.149 & 150 of 2022

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--	37,76,367/-	Remaining 75% lump sum amount with 5% rebate
	<b>51,20,367/-</b>	<b>Total</b>

**Appeal No. 224 of 2020**

Date of allotment letter		26.08.2016
Size of the Plot		305.02 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	15,75,000/-	Initial 25% of the price of plot
--	32,02,865/-	
15.12.2016	<b>47,77,865/-</b>	<b>Total (lump sum amount paid till 15.12.2016)</b>

**Appeal No. 225 of 2020**

Date of allotment letter		08.09.2016
Size of the Plot		305.02 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	15,75,000/-	Initial 25% of the price of plot
	41,71,642/-	
07.03.2019	<b>57,46,642/-</b>	<b>Total (lump sum amount paid till 07.03.2019)</b>

**Appeal No. 226 of 2020**

Date of allotment letter		22.08.2016
Size of the Plot		400 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	21,00,000/-	Initial 25% of the price of plot
--	63,00,000/-	Remaining 75% price of the plot
	<b>84,00,000/-</b>	<b>Total</b>

**Appeal No. 227 of 2020**

Date of allotment letter		26.08.2016
Size of the Plot		300 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	15,75,000/-	Initial 25% of the price of plot
--	44,88,750/-	Remaining 75% lump sum amount with 5% rebate
	<b>60,63,750/-</b>	<b>Total</b>





Appeal Nos. 220 to 228 of 2020, Appeal No.04 of 2023, Appeal Nos.199 & 200 of 2022 and Appeal Nos.149 & 150 of 2022

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**Appeal No. 228 of 2020**

Date of allotment letter		27.09.2016
Size of the Plot		283.88 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	14,90,370/-	Principle amount paid by the allottee
	14,90,370/-	Total

**Appeal No. 04 of 2023**

Date of allotment letter		21.09.2016
Size of the Plot		200 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	10,50,000/-	Initial 25% of the price of plot
--	29,92,500/-	Remaining 75% lump sum amount with 5% rebate
	40,42,500/-	Total

**Appeal No. 199 of 2022**

Date of allotment letter		27.09.2016
Size of the Plot		150 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	8,50,500/-	Rs. 7,87,500/- as Initial 25% of the price of plot + Rs. 63,000/- as Cancer Cess
--	--	No further amount was paid
	8,50,500/-	Total

**Appeal No. 200 of 2022**

Date of allotment letter		27.09.2016
Size of the Plot		150 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment
--	8,50,500/-	Rs. 7,87,500/- as Initial 25% of the price of plot + Rs. 63,000/- as Cancer Cess
--	--	No further amount was paid
	8,50,500/-	Total

**Appeal No. 149 of 2022**

Date of allotment letter		21.09.2016
Size of the Plot		256.66 sq. yards
Date of payment	Amount paid (Rs.)	Description of payment



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--	5,37,600/-	Earnest money
--	8,09,865/-	Allotment money
--	15,00,000/-	1 <sup>st</sup> installment
--	2,40,000/-	2 <sup>nd</sup> installment
--	12,60,000/-	3 <sup>rd</sup> installment
--	9,30,005/-	4 <sup>th</sup> installment
--	02,20,016/-	5 <sup>th</sup> installment
	54,97,486/-	<b>Total</b>

**Appeal No. 150 of 2022**

<b>Date of allotment letter</b>		<b>22.08.2016</b>
<b>Size of the Plot</b>		<b>305.02 sq. yards</b>
<b>Date of payment</b>	<b>Amount paid (Rs.)</b>	<b>Description of payment</b>
--	6,30,000/-	Earnest money
--	9,45,000/-	Allotment money
--	13,77,166/-	1 <sup>st</sup> installment
--	10,40,881/-	2 <sup>nd</sup> installment
--	9,92,841/-	3 <sup>rd</sup> installment
--	8,00,678/-	4 <sup>th</sup> installment
--	6,29,144/-	5 <sup>th</sup> installment
--	5,96,655/-	6 <sup>th</sup> installment
--	5,64,692/-	7 <sup>th</sup> installment
	75,77,057/-	<b>Total</b>

8. Since the possession that was to be given by 20.03.2018 i.e. within a period of 18 months after completion of development works did not materialize, the allottee after submitting a legal notice dated 26.09.2019 went on to file the complaint before the Authority with a plea that physical possession of the plot be given after completion of the development works and for the delayed possession statutory interest be given at the rate of 18% on the total price of the plot from the date of initial deposit till the final possession. Future interest at the same rate was also prayed for.





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9. It is pertinent to mention here that the grievance largely centered upon delay in delivery of possession and relief of possession and interest for delayed possession was asked for while in some cases refund along with the statutory interest was prayed for.
10. The respondent submitted its reply and pleaded that the provisions of the RERA Act would not be attracted in view of the fact that partial completion certificate had been obtained on 28.04.2017 prior to the Act being notified.
11. The complaint was initially dismissed as not maintainable resulting in an appeal before the Tribunal which remanded the matter back to the Authority for reconsideration with an observation that the Authority is competent to proceed against projects irrespective of the fact whether they are registered or not.



12. Eventually, the project of the developer was registered with the Authority but it was pleaded by the PUDA that the plot of the allottees is situated in the area qua which the partial completion certificate had already been granted and thus it would not be amenable to the provisions of the Act. On merits it was pleaded that the development works were completed in all respects and it is the allottee who did not come forward to take the possession as per terms and conditions of the allotment



letter. Apart from that it was pleaded that most of the allottees had not paid any amount towards installments and thus were precluded from raising any grievance with regard to the project particularly when all the development stood completed at the site. It was pleaded that as per Clause 4(1) of the allotment letter even if the PUDA does not make a specific offer the same is deemed to have been offered on completion of development works on the site after 18 months from the date of issuance of the allotment letter whichever is earlier and if despite this the allottee does not take the possession the deeming clause would come into play.

13. The Authority after evaluation of the complaint and the response of the developer concluded that there was a delay in offering the possession within the period prescribed and while accepting the complaint, directed the developer to pay the statutory interest as envisaged in Section 18(1) Para 2 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017 for the delayed period along with interest as per State Bank of India's highest marginal cost of lending rate + 2% as prevailing from time to time. It was also directed that the interest shall continue to accumulate as



per the statutory rate till the offer of possession is made to the complainant.

14. However, plea of the compensation was negated.
15. Before us in appeal, learned counsel for the developer has argued that in view of the fact that partial completion certificate was obtained prior to the coming into force of the Act, the benefit of the Act was unavailable to the allottee. It was next argued that the allottee cannot claim any benefit considering that he himself is at fault in not coming forward to take possession. Besides this it was argued that possession was indeed taken and on 08.08.2019 a certificate was issued by the Junior Engineer affirming that construction up to the DPC level had been made by the allottee. Besides this the demarcation certificate dated 25.03.2019 is on record when the plot after demarcation was handed over to the allottee.
16. It was thus pleaded that assuming, the provisions of the Act would apply, the fact that the possession was given in the year 2019 would render the order of the Authority which has granted interest by calculating delay as two years, two months and eleven days as erroneous.
17. The learned counsel for the respondent (allottee) however contends that the impugned order is just and fair in





accordance with the provisions of the Act and the facts on record where the possession of the plot was concededly delayed.

18. We have heard learned counsel for the parties at some length.
19. The first and foremost question that we intend to answer is regarding the provision in the allotment letter normally inserted by the developer particularly in the projects developed under the Government agencies which state that possession would be handed over to the allottee "after completion of development works at the site or 18 months from the date of issuance of allotment letter whichever is earlier". The term 'after completion' of development works is an open ended concept leading to much confusion. It does not state in clear terms what are development works envisaged that should be completed before possession has to be given. It has to be kept in mind that development works of a project would necessarily imply development of a kind that can facilitate or enable an allottee to build his house. All amenities that are required for construction of a house i.e. roads, sewerage, electricity, demarcation of plot, intersecting roads etc should be complete. If this is not so, then the condition that possession shall be given on





completion of 18 months from the date of issuance of allotment letter would become meaningless. The word 'completion of development works' OR 18 months from the date of issuance of allotment letter have to be read in conjunction and the word 'OR' would have to be read as 'and' to give a meaningful interpretation to this clause in the allotment letter. Any other interpretation is likely to render the possession as an illusory and a paper transaction only.

20. Having said so the facts of the case would reveal that neither the development work were complete nor was the possession given within 18 months of the issuance of the allotment letter.
21. We would comment upon the lack of completion of development works and the plea of the developer with regard to the partial completion certificate in the same breath. If the partial completion certificate has to have any meaningful correlation with the development then, the possession should have been given to the allottee upon receipt of the partial completion certificate i.e. in the year 2017 itself but even by their own pleading and material on record the possession was not given till the year 2019.



22. Partial completion certificate therefore cannot ipso facto be treated as an indicator of completion of development works and any plea taken by the developer in this regard has to be viewed with greater circumspection by the Authority if it has to liberate a developer from the consequences of the Act.
23. Merely because a plea is taken up by a developer before the Authority that it has obtained a partial completion certificate would be inconsequential if completion of development works is not established by the developer and failure to do so should invite an inquiry with regard to the development work at the site.
24. Evidently, the fact that the partial completion certificate was obtained in the year 2017 and yet possession was not given till 2019 is indicative of the fact that the partial completion certificate was obtained by the developer which is a Government agency through another Government agency and much doesn't need to be said on this except that it seems to be an empty formality.
25. There is nothing on record to show that all the development works stood completed and it is the allottee who defaulted in not coming forward to take possession. The obligation to deliver possession is on the developer and it is not for the allottee to seek possession. The





developer has to show convincing development on the site. Therefore plea of the developer with regard to both these projects has to be negated.

26. We therefore do not find any merit in the appeal and decline interference.
27. Before parting with the order we do intend to emphasize that where such a plea of obtaining partial completion certificate prior to the coming into force of the Act is taken by a developer the Authority should satisfy itself with regard to the completion of the development works and only then form an opinion whether the developer needs to be visited with consequences of the Act for having failed to register his project or not. It is also imperative that where such a plea is taken, the developer establish so, with the help of cogent material as to whether the plot or apartment in question falls within the area with regard to which the partial completion certificate has been obtained. Such a plea should not be accepted straight away.
28. In few of the cases the matter was before us and we remanded it back to the Authority in order to establish such a plea but interference was declined by the Authority as it did not have any power of review. Be that as it may this fact has only to be noticed as it does not





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alter the basic issues before us which we have answered above.

29. All the appeals i.e. Appeal No. 220 of 2020, Appeal No. 221 of 2020, Appeal No. 222 of 2020, Appeal No. 223 of 2020, Appeal No. 224 of 2020, Appeal No. 225 of 2020, Appeal No. 226 of 2020, Appeal No. 227 of 2020, Appeal No. 228 of 2020 and Appeal No. 04 of 2023 are hereby dismissed.
30. In Appeal No. 149 of 2022, Appeal No. 150 of 2022 and Appeal No. 200 of 2022 the order needs to be modified. The only plea is that if possession was envisaged in March 2018 the Authority has granted interest with effect from 2017 even prior to the stipulated date of offer of possession. We find that this contention is correct and therefore modify the impugned order in these appeals to mean that interest would be paid at the prescribed statutory rate from March 2018 till the date possession is given.
31. In Appeal No. 199 of 2022 the prayer made by the allottee was with regard to the refund of the entire amount. The argument of learned counsel for the developer is that no installments were paid by the allottee.



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32. This would not alter the situation as the allottee would be very well within his rights to withhold the payments if the development works are not complete.
33. There is thus no error of reasoning in the impugned order in this appeal whereby the amount of Rs.8,50,500/- has been ordered to be refunded along with 9.50% interest from the date when such amount was received by the developer till the date payment is made.
34. All the appeals are disposed of as above.

Files be consigned to the record room.



*Sd/-*  
**JUSTICE MAHESH GROVER (RETD.)**  
**CHAIRMAN**

*Sd/-*  
**S.K. GARG, D & S. JUDGE (RETD.)**  
**MEMBER (JUDICIAL)**

*My views are appended on subsequent page*  
**ER. ASHOK KUMAR GARG, C.E. (RETD.),**  
**MEMBER (ADMINISTRATIVE/TECHNICAL)**

(06-03-2023)  
DS  
*man*

Certified To Be True Copy

*Manendra Kumar*  
Registrar  
Real Estate Appellate Tribunal Punjab  
Chandigarh

10/03/2023



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**BEFORE THE REAL ESTATE APPELLATE TRIBUNAL,  
PUNJAB AT CHANDIGARH**

Appeal Nos. 220 to 228 of 2020, Appeal Nos. 149, 150, 199 & 200 of  
2022 and Appeal No. 4 of 2023

**JUDGMENT/VIEW OF ER. ASHOK KUMAR GARG, CHIEF  
ENGINEER (RETD.), MEMBER (ADMN./TECH.)**

1. I have perused the order/judgment written by Hon'ble Chairperson of the Tribunal in Appeal Nos. 220 to 228 of 2020, Appeal Nos. 149, 150, 199 and 200 of 2022 and Appeal No. 4 of 2023 as well as the material on record before this Tribunal in these appeals and with due regards, beg to differ. Therefore, I would like to record my findings as follows.

**APPEAL NOS. 220 TO 228 OF 2020:**

2. These nine appeals relate to same project and are more or less similar. The common facts have been extracted from Appeal No. 220 of 2020 (**Punjab Urban Planning and Development Authority versus Sanjiv Kumar and another**) arising out of the order dated 22.10.2019 passed by Authority in the complaint bearing GC No. 13162019.

**APPEAL NO. 220 OF 2020:**

3. It has inter alia been claimed/alleged in the complaint that (i) besides 2% Cancer Cess amounting to Rs. 84,000/-, the complainant had paid a sum of Rs. 10,50,000/- towards 25% of the price of the plot and an amount of Rs. 29,92,500/- was paid on 18.11.2016 towards the remaining 75% of the price in lumpsum after availing a rebate of 5% thereon in terms of the payment



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schedule stipulated in the allotment letter; (v) that possession of the plot was to be handed over to the allottee after completion of the development works at site by 20.03.2018; (x) that despite numerous oral requests and application dated 14.03.2019 the complainant, the possession of the plot was delayed.

4. The complainant has prayed in his complaint for reliefs of payment of interest @ 12% upon the total price paid i.e. Rs. 41,26,500/- from 20.03.2018 to 29.05.2019 which comes out to be Rs. 5,90,146/- and for any further relief as deemed fit and proper in the interest of justice.
5. The appellant, in its short reply dated 05.07.2019 to the complaint, has inter alia submitted that (i) a part of the project in question has been completed prior to coming into force of the provisions of the Act and a partial completion certificate has already been issued qua the that part of the project on 28.04.2017 (**Annexure R-1**); (ii) that the appellant filed application dated 28.07.2017 for registration of remaining part of the project (**Annexure R-2**); (iii) that the plot of the complainant falls in the part of the project for which said partial completion certificate dated 28.04.2017 has been issued (**Annexure R-3**); (iv) that the Authority registered the area applied for and issued registration number vide letter dated 04.09.2017 (**Annexure R-4**); (v) that in view of these facts and the decision dated 13.12.2017 of the Authority in complaint No. 3 of 2017 **Bikramjit Singh and others**, the complaint is not within the jurisdiction with the Authority.
6. The Authority, vide its interim order dated 07.08.2019 in the present case, relying upon the judgment dated 24.07.2019 passed



by this Tribunal in **M/s Silver City Construction Limited versus State of Punjab and others**, whereby it has been held that the Authority is competent to proceed against the projects, irrespective of the fact whether they are registered or not, directed the respondent to file a detailed reply.

7. The appeals bearing Appeals No. 82 to 90 of 2019, filed against the above said interim order dated 07.08.2019 of the Authority in complaint bearing GC No. 13162019 and similar interim orders in eight other cases pertaining to present Appeal No. 221 to 228 of 2020, were dismissed by this Tribunal vide a common order dated 30.09.2019, thereby holding that there is no infirmity in the said interim order dated 07.08.2019 of the Authority; and in the said order dated 30.09.2019 of this Tribunal, it was inter alia mentioned as under:

*"To my mind, this apprehension of the appellant is misplaced. The impugned order merely observes on the strength of an earlier precedent in "Appeal No. 49 of 2018 titled as Silver City Construction Ltd. Versus State of Punjab and others" case that RERA Act, 2016 would apply uniformly to projects whether registered or not but the order certainly does not preclude the appellant from establishing the plea of partial completion vis-a-vis the project in question and in particular the area where the plot of the complainant falls."*



8. The appellant filed its detailed reply dated 09.10.2019 to the complaint, wherein it has inter alia submitted that (i) the contents of its aforementioned short reply dated 05.07.2019 may be read as part and parcel of this reply; (ii) that though the plots were ready at that time for possession and the complainant was required to take possession as per clause 4(I) of the allotment letter, but the complainant failed to turn up for taking over the possession of the



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plot which at that time was otherwise fully loaded with basic amenities such as roads, water supply, sewerage and electricity etc.; (iii) that the complainant for the first time approached the appellant for possession of the plot vide letter dated 14.03.2019 but thereafter did not turn up; (iv) that the plot in question is feasible and the complainant can take over the possession at any time during office hours of the appellant.

9. The Authority, after considering the appellant's aforesaid replies dated 05.07.2019 and 09.10.2019 as well as other written and oral submissions of the parties, passed order dated 22.10.2019, wherein it has inter alia been held that the appellant has failed to offer possession till date despite the complainant's application dated 14.03.2019 and the Authority has ordered that (i) as provided in section 18(1) of the Act read with rule 16 of the Rules, the appellant shall pay interest w.e.f. 20.03.2018 at the prescribed rate of interest till the date of the said order i.e. till 22.10.2019 within 60 days of the order and also thereafter till the date of offer of possession to the complainant; and (ii) that the complaint is not entitled to any separate compensation as provided in section 18(1) as the complainant has sought the relief of possession and not refund and withdrawal from the project.
10. Aggrieved by the above said order dated 22.10.2019 of the Authority, the appellant has filed present appeal before this Tribunal and prayed to set aside the impugned order dated 22.10.2019 and also to dismiss the complaint.
11. The appellant has also filed, along with his aforesaid appeal, an application bearing Application No. 218 of 2020 for condoning a





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delay in filing the said appeal claimed to be caused due to long chain/procedure at the appellant's end and imposition of lockdown/curfew on account of COVID-19 as detailed by the appellant under paragraphs 2 to 10 of the said application.

12. This Tribunal, vide its order dated 10.07.2020, dismissed the appeals on the grounds of limitation as under:-

*"12. We thus do not find any reason to entertain the appeals beyond the period of limitations, hence dismissed.*

*13. Since these appeals have been dismissed on the ground of limitation without issuing notice to the respondents, the amount deposited by the appellant in these appeals in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 has to be disbursed to the allottees after their due identification/ verification. The allottees may be informed to collect demand drafts deposited in their favour after their identification by way of document i.e. (Aadhar Card/Pan Card/Passport/Driving License etc.)"*

13. The appellant challenged the aforesaid order dated 10.07.2020 of this Tribunal before Hon'ble High Court of Punjab and Haryana by way of RERA-APPL-31-2020 (O&M) to RERA-APPL-38-2020 (O&M) and RERA-APPL-40-2020 (O&M), which have been decided by the Hon'ble High Court vide its order dated 27.10.2022 in following terms:-

*"6. In view of above discussion, the Appellate Tribunal is required to take a holistic view of the matter. In such circumstances, this Court is left with no choice but to set aside the order passed by the Appellate Tribunal with a request to decide the present appeals on merits. The delay of 86 days in filing the appeals shall stand condoned. The first appeals filed by the appellant shall stand restored to their original*



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*numbers. The parties through their counsels are direct to appear before the Appellate Tribunal on 21st November, 2022. The Appellate Tribunal is requested to decide the appeals expeditiously."*

**MY FINDINGS:**

14. Sub-clause I of clause 4 titled as "POSSESSION AND OWNERSHIP" of the allotment letter dated 21.09.2016 reads as under:-

*"The possession of the said plot shall be handed over to the allottee after the completion of the development work at site or 18 months from the date of issuance of the allotment letter whichever is earlier. If possession is not taken by the allottee within stipulated period, it shall be deemed to have been handed over on expiry of said date."*

15. Interpretation of the above said clause 4(I) of the allotment letter, to my mind, is that after completion of the development work at site, the promoter is required to issue an offer for handing over the possession of the plot to the allottee and if possession is not taken by the allottee by the date or within period as stipulated in such offer of possession, then it shall be deemed to have been handed over on expiry of so stipulated date/period mentioned in the offer of possession. This interpretation is based on the offers of possession issued by Punjab Urban Planning and Development Authority in many other cases in which similar provisions regarding possession is there in their respective allotment letters as noticed by me during the course of dealing with the appeals in various cases. Even in the case relating to one of this bunch of the appeals, i.e. in Appeal No. 227 of 2020, the appellant, vide its letter dated 02.04.2019, informed the complainant(s) to take





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possession of the plot on any working day by coming present in the appellant's concerned office.

16. In the case of Appeal No. 220 of 2020 under discussion, the appellant has not placed on record any offer of possession issued by the appellant to the allottee. However, the appellant, under paragraph 12 of its detailed reply dated 09.10.2019, has inter alia contended that the complainant can take over the possession at any time during office hours of the appellant.
17. The appellant, in his reply dated 05.07.2019, has inter alia contended that a part of the project in question has been completed prior to coming into force of the provisions of the Act and a partial completion certificate has been issued qua the project on 28.04.2017 and the remaining part of the project has been got registered with the Authority (Annexures R-1 to R-4).
18. Perusal of above mentioned Annexures R-1 to R-4 leaves no doubt that plot No. 401 allotted to the complainant does not fall in the 29.79 acre area which the appellant got registered with the Authority but falls in the remaining area of the project (91.46 acres) for which the said partial completion certificate has been issued.
19. The complainant, in his complaint dated 30.05.2019, has not mentioned anything about the completion or even about the incompleteness of the part of the project, in which the plot No. 401 allotted to him is located.
20. As has already been held by this Tribunal in many cases, the complaints against the unregistered projects are also maintainable.





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21. If development of the part of the project, in which the plot allotted to the complainant falls, was complete on or before 28.04.2017 and the plots were ready for possession, as is being claimed by the appellant on the basis of the partial completion certificate dated 28.04.2017, then what prevented the appellant from offering and handing over possession of the plot to the complainant immediately after the issuance of the said partial completion certificate in terms of clause 4(I) of the allotment letter to fulfil its obligation and to avoid consequences like payment interest to the allottees for delay in delivery of the possession of the plot as per provisions under section 18 of the Act.
22. Thus, it is the appellant who was at fault, at least till its aforesaid reply dated 09.10.2019 (whereby the appellant has inter alia contended that the complainant can take over the possession at any time during office hours of the appellant), in not offering the possession of the plot to the allottee.
23. On the other hand, consequent upon an open offer made by the appellant, through paragraph 12 of its detailed reply dated 09.10.2019, to take over the possession, the complainant should have immediately approached the office of the appellant to take over the possession of the plot and had the appellant not handed over the same to the complainant, the complainant should have brought it on record before the Authority or before this Tribunal.
24. Therefore, in my opinion, the interest allowed to the complainant in terms of the proviso to section 18(1) of the Act should be restricted up to a date two months after 09.10.2019.



**APPEAL NO. 221 OF 2020:**

25. In this case relating to Appeal No. 221 of 2020 (**Punjab Urban Planning and Development Authority versus Darshan Singh and another**), the complainant has inter alia alleged in his complaint that (i) the project lacks basic infrastructure like roads, poor connectivity, drains, electricity, water supply, green covers and parks, street lights missing, roads without berm, no provision of security nor any existence of police post; (ii) that the complainant has given a letter dated 23.10.2017 regarding possession of the plot (*before the promised date of possession i.e. 09.02.2018; and perusal of this letter inter alia reveals that conveyance deed for the plot No. 94 allotted to the complainant had already been executed and registered*); and (iii) that even on the date of the complaint, development works were not complete.
26. The appellant, in its reply dated 09.10.2019, has inter alia contended that vide letter 23.10.2017 (Annexure R-4), the complainant submitted a certified copy of the conveyance deed.
27. The Authority, vide its order dated 22.10.2019, has held that the appellant has failed to offer possession by the promised date and even till date; and has ordered the appellant to pay interest with effect from 08.02.2018 till the date of offer of possession but has denied any separate compensation.
28. In view of above facts, how does the question of allowing the interest under proviso to section 18(1) of the Act to the complainant for delay in handing over possession arise when the conveyance deed of the plot allotted to the complainant vide allotment letter dated 09.08.2016 stood executed and registered on





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or before 23.10.2017 i.e. well before the due date of handing over possession of the plot?

**APPEAL NO. 222 OF 2020:**

29. In this case relating to Appeal No. 222 of 2020 (**Punjab Urban Planning and Development Authority versus Gurvinder Singh and another**), the complainant has inter alia alleged in his complaint that till date no roads have been provided by the appellant in front of the plot what to talk of handing over the possession of the plot and prayed for the reliefs of (i) interest on the amount paid from the date of allotment till the date of handing over the possession of the plot; (ii) the possession of the plot with complete facilities and amenities as soon as possible.
30. As mentioned in the impugned order, it has inter alia been contended by the complainant before the Authority that (i) the plot allotted to him has no access, no sewerage and no basic amenities as the land is under revenue dispute with local villagers; (ii) that in the report (dated 26.04.2017) of the inspection committee annexed with the partial completion certificate dated 28.04.2017, mentions "*constructed as per approved layout plan attached except revenue rastas which are under acquisition*". The Authority has inter alia held that the appellant has failed to offer possession of the plot till date.
31. In this case, the Authority, vide its order dated 07.11.2019, in addition to allowing the relief of payment of interest from the promised date of possession till the date of offer of possession of an alternative plot to the complainant, and denying the relief of separate compensation, has directed the appellant to re-allot a plot





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to the complainant at an alternative site which is habitable and where all basic amenities have been provided; and has also directed the competent authority which has granted the partial completion certificate to carry out fresh inspection of the said area of the project to physically verify and ascertain whether any development activities have been carried out to justify grant of partial completion certificate and to suitably amend the partial completion certificate based on the facts on ground, if the required norms have not been complied with.

32. Thus, in this case the appellant is squarely at fault and no interference in the order passed by the Authority in this case is called for.

**APPEAL NO. 223 OF 2020:**

33. In this case relating to Appeal No. 223 of 2020 (**Punjab Urban Planning and Development Authority versus Jagraj Singh and another**), it may be noted that complaint is filed by "JAGRAJ SINGH & OTHERS" and the allotment letter is in the names of Jagraj Singh and Daljinder Kaur and the complainants have repeatedly requested the appellant to correct the name of the second allottee from "Daljinder Kaur" to "Dajinder Kaur".

34. The complainants have inter alia submitted in their complaint dated 26.04.2019 that (i) the complainants, vide their letter dated 14.03.2017, informed the appellant about the online payment of Rs. 4 lacs made; (ii) that the lumpsum amount was deposited on 20.12.2016 with a delay of 24 days; (iii) that the complainants are entitled to 5% rebate for lumpsum payment at any stage of the deposit of the balance principal amount as admissible (iv) that the



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appellant calculated the interest from the date of issue of allotment. The complainants have sought the reliefs of (i) giving physical possession of the plot with all the amenities, sewerage facilities etc; (ii) 18% interest on the total price of the plot i.e. Rs. 53,89,860/- from 27.3.2018 till the final possession of the plot; (iii) waiver of Rs. 3,54,676/- as demanded by the appellant vide letter dated 30.01.2019 (Rs. 3,23,100/- towards the pending amount of the installments and Rs. 31,576/- towards penal interest, Annexure C-10).

35. The appellant, in its replies dated 05.07.2019 and 09.10.2019, has inter alia submitted that (i) as per letter dated 12.09.2019 issued to the complainant by the Accounts Officer, GMADA (Annexure R-5), as on 30.09.2019 an amount of Rs. 2,84,627/- as installments plus Rs. 56,763/- as penal interest were due to be paid by the complainants; (ii) that the complainant failed to make the payment of the plot within the stipulated as mentioned in the schedule of payment as given in the allotment letter.

36. In this case, the Authority, vide its order dated 22.10.2019, in addition to allowing the relief of payment of interest from the promised date of possession till the date of offer of possession to the complainant, and denying the relief of separate compensation, has (i) held the appellant liable to offer a rebate of 5% on the balance principal amount in lumpsum as provided under proviso 3(iv) of the allotment letter; and (ii) held the complainants liable to pay interest at the rate as prescribed under Rule 16 of the Rules; (iii) has directed the appellant to calculate afresh the interest for the delay of 24 days chargeable from the complainants as per provisions of the Act and the Rules.





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37. To my mind, the Authority erred in imparting a direction in its order regarding aforesaid relief of 5% rebate for lumpsum payment, in view of the relevant provisions in the payment schedule stipulated in the allotment letter dated 27.09.2016 (Annexure C-3) under its clause 3. The sub-clauses III and IV of the aforesaid clause 3 are as under:-

*“III The balance amount of Rs. 4042395.00 being 75% of the tentative price of plot, can either be paid in lumpsum without any interest within 60 days from the issue of allotment letter (excluding date of issue) or in 6 equated half-yearly installments (with first installment falling due after one year from the date of issue of allotment letter) along with interest @ 12% per annum as indicated in the schedule given below:-*

#	No. of installment	Date of payment of installment	Principal Amount	Interest	Total Amount
1.	1	19-Sep-2017	673732.00	485087.00	1158819.00
2.	2	19-Mar-2018	673732.00	202120.00	875852.00
3.	3	19-Sep-2018	673732.00	161696.00	835428.00
4.	4	19-Mar-2019	673732.00	121272.00	795004.00
5.	5	19-Sep-2019	673732.00	80848.00	754580.00
6.	6	19-Mar-2020	673732.00	40424.00	714156.00
Total			4042392.00	1091447.00	5133839.00

*IV In case balance 75% payment is made in lumpsum within 60 days from the date of issue of allotment letter (excluding date of issue), a rebate of 5% shall be admissible on this amount. However, in case payment of amount due is made in lumpsum subsequently at any stage, a rebate of 5% on the balance principal amount shall also be admissible.” [Emphasis laid]*

38. Conjoint perusal of aforementioned sub-clauses III and IV reveals that aforesaid balance 75% payment amounting to Rs. 40,42,395/- could have been paid in lumpsum after availing a rebate of Rs. 2,02,119/- (i.e. net payable amount would have been Rs. 38,40,276/-) without any interest on the balance 75% payment of Rs. 40,42,395/- on or before 26.11.2016.





39. However, since the complainants have paid Rs. 2,00,000/- on 28.11.2016, Rs. 2,00,000/- on 17.12.2016 and Rs. 34,40,276/- on 20.12.2016 towards the balance 75% of the price of the plot in lumpsum after availing rebate 5% rebate subsequently by paying, therefore, they are liable to pay interest @ 12% per annum on first Rs. 2,00,000/- for a period of 62 days from 28.09.2016 to 28.11.2016 (i.e. Rs. 4,077/-), on next Rs. 2,00,000/- for a period of 81 days from 28.09.2016 to 17.12.2016 (i.e. Rs. 5,326/-) and on remaining Rs. 36,42,395/- for a period of 84 days from 28.09.2016 to 20.12.2016 (i.e. Rs. 1,00,590/-).
40. Thus, the complainants are liable to pay an amount of Rs. 1,09,993/- towards interest @ 12% per annum in terms of payment schedule stipulated in the allotment letter along with penal interest thereon at the prescribed rate.
41. However, the appellant has not made an offer of possession to the complainants in this case and the appellant is liable to pay interest for delay in possession as per relevant provisions of the Act and the Rules.

**APPEAL NO. 224 OF 2020:**

42. In this case relating to Appeal No. 224 of 2020 (**Punjab Urban Planning and Development Authority versus Kesar Singh Grewal and another**), it may be noted that complaint is filed by "KESAR SINGH GREWAL & OTHERS" and the re-allotment letter dated 25.11.2016 is in the names of Kesar Singh and Surinder Kaur.
43. The complainants have inter alia submitted in their complaint dated 13.05.2019 that the complainants demanded possession of the plot

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from time to time during personal visits and also through letter dated 20.02.2019 with all amenities at the earliest and to pay interest @ 18% from the date of the payment made. They have prayed for the reliefs of giving physical possession of the plot along with all the amenities, sewerage facilities etc and payment of interest @ 18% on the total price of the plot i.e. Rs. 64,05,420/- from 26.02.2018 till the final possession.

44. In this case, the Authority, vide its order dated 22.10.2019, in addition to allowing the relief of payment of interest from the promised date of possession till the date of offer of possession to the complainant, and denying the relief of separate compensation, has (i) held the appellant liable to offer a rebate of 5% on the balance principal amount in lumpsum as provided under proviso 3(iv) of the allotment letter; and (ii) has ordered the appellant to carry out a joint inspection with the complainant at the site to immediately redress his grievance regarding the sewerage discharge from the neighbouring area coming to his plot as alleged by him supported by photographic evidence.

45. The Authority erred in this case too in imparting a direction in its order regarding aforesaid relief of 5% rebate for lumpsum payment, in view of the relevant provisions in the payment schedule stipulated in the allotment letter dated 26.08.2016 (Annexure C-2) under its clause 3.

46. As explained in earlier case, conjoint perusal of sub-clauses III and IV of clause 3 "PAYMENT SCHEDULE ---XXXX---" of the allotment letter dated 26.08.2016 reveals that the balance 75% payment amounting to Rs. 48,04,065/- could have been paid in





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lumpsum after availing a 5% rebate of Rs. 2,42,403/- (i.e. net payable amount would have been Rs. 45,63,862/-) without any interest on the balance 75% payment of Rs. 48,04,065/- on or before 25.10.2016.

47. Since the complainants have paid Rs. 45,63,865/- on 14.12.2016 towards the balance 75% payment in lumpsum after availing rebate 5% rebate, they were also liable to pay an amount of Rs. 1,73,736/- towards interest @ 12% per annum on Rs. 48,04,065/- for a period of 110 days from 27.08.2016 to 14.12.2016 in terms of provisions of aforesaid sub-clauses III and IV of clause 3 of the allotment letter. Since the complainants have claimed to have paid an additional amount of Rs. 2,14,000/- on 15.12.2016, the appellant is liable to refund the excess paid amount of Rs. 40,264/- to the complainants along with interest thereon at prescribed rate with effect from 16.12.2016.

**APPEAL NO. 225 OF 2020:**

48. In this case relating to Appeal No. 225 of 2020 (**Punjab Urban Planning and Development Authority versus Manjit Singh and another**), the complainant in his complaint has alleged that (i) the appellant has failed to give possession to the appellant despite his requests for the same during his visits and despite serving legal notice dated 13.03.2019; (ii) that the appellant till date has not completed the project. The complainant, in his complaint, has prayed for the reliefs of giving physical possession of the plot along with all the amenities, sewerage facilities etc and payment of interest @ 18% on the total price of the plot i.e. Rs. 64,05,420/- from 26.02.2018 till the final possession.





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49. The detail of payments claimed to be made by the complainant towards the balance 75% of the price of the plot viz-a-viz the payment schedule as stipulated in the allotment letter dated 08.09.2016 is as under:-

Installments due as per clause 3(III) of the allotment letter					Payment made	
No.	Principal	Interest	Total	Due Date	Date	Amount
1st	8,00,678	5,76,488	13,77,166	08.09.2017	12.10.2017	13,77,166
2nd	8,00,678	2,40,203	10,40,881	08.03.2018	28.02.2018	10,40,881 +19,716*
3rd	8,00,678	1,92,163	9,92,841	08.09.2018	04.09.2018	30,00,000
4th	8,00,678	1,44,122	9,44,800	08.03.2019	07.03.2019	1,54,416
5th	8,00,678	96,081	8,96,759	08.09.2019	10.09.2019	1,46,076
6th	8,00,678	48,040	8,48,718	08.03.2020		
<b>Total</b>	<b>48,04,068</b>	<b>12,97,097</b>	<b>61,01,165</b>		* Penal interest	<b>55,72,463</b> <b>+19,716*</b>

50. The Authority, vide its aforesaid order dated 22.10.2019, has allowed the relief of payment of interest from the promised date of possession till the date of offer of possession to the complainant and has denied the relief of separate compensation.
51. In view of the facts of this case, there appears to be no reason to interfere in the order dated 22.10.2019 of the Authority relating to this case.

**APPEAL NO. 226 OF 2020:**

52. In this case relating to Appeal No. 226 of 2020 (**Punjab Urban Planning and Development Authority versus Rohit Ralh and another**), the complainant, in his complaint has inter alia alleged that (i) plot allotted to him being abnormally deep, the complainant made a representation dated 20.12.2016 to the appellant to pay him an estimated expenditure of Rs. 14 lakh for raising its level; (ii) that thereafter a number of representations, vide the complainant's letters dated 20.09.2017, 12/13.04.2018 (in response to the appellant's letter dated 14.03.2018) and 03.01.2019, were made to



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the appellant, requesting for allotment of an alternate plot and handing over possession but till date the possession was not handed over to the complainant; (iii) that the appellant has allotted a non-feasible plot to him. The complainant has prayed in his complaint for the reliefs of giving physical possession of the plot after leveling the same and with all the amenities, sewerage facilities etc and payment of Rs. 1,26,000/- P.M. as interest for the period from 22.02.2018 till the final possession of the plot and interest of Rs. 94,500/- from 22.02.2016 to 22.02.2018 on a sum of Rs. 21,00,000/-.

53. The Authority, vide its aforesaid order dated 22.10.2019, besides allowing the relief of payment of interest from the promised date of possession till the date of offer of possession to the complainant and denying the relief of separate compensation, has also ordered that (i) the appellant shall be liable to offer a rebate of 5% on the on the balance principal amount paid in lumpsum as provided under proviso 3(iv) of the allotment letter; and (ii) that the appellant shall handover the possession only after leveling the site as per prescribed norms to the satisfaction of the complainant.

54. The Authority erred in this case too in imparting a direction in its order, whereby the appellant has been held liable to offer a rebate of 5% on the on the balance principal amount paid in lumpsum as provided under proviso 3(iv) of the allotment letter, because neither the complainant has prayed for any such rebate in his complaint nor this issue has been discussed elsewhere in the entire order dated 22.10.2019 of the Authority.



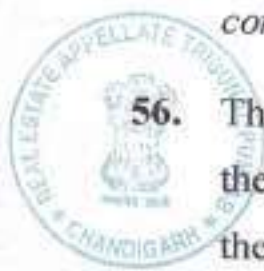
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55. The complainant, under points No. 2, 3, 5 and 7 under paragraph (4) "Facts of the case ---XXXX---" of his complaint dated 07.04.2019, has stated as follows:- (i) "2. That the tentative price of the plot was Rs 84,00,000 fixed at the rate of Rs 21000/- per sq Yard. Besides this 2% cancer cess shall also be charged on the total price of the plot."; (ii) "3. That the complainant had deposited a sum of Rs 8400000 (Rs Eighty four lacs only) from time to time as per requirement of deposit of the amount stated in the allotment letter. In addition to this amount a complainant also deposited a sum of Rs 1,68,000 in lieu of the cancer cess amount etc. This amount is admitted by the respondent by issuance of No objection Certificate."; (iii) "5. That the respondent has given "No objection Certificate" dated 25.11.2016 Memo No. 658 addressed to the complainant and admitted the receipt of payment of Rs. 8400000/- and ---XXXX---"; and (iv) "7. That the complainant received a letter dated 25.11.2016, admitting therein the receipt of the amount of Rs 84,00,000/- (Eighty four lacs) from the complainant and ---XXXX---".

56. The complainant has neither given the detail as to how and when the aforementioned amount of Rs. 84,00,000/- was paid by him to the appellant nor has attached the copies of any receipt, demand draft, ledger account, etc with his complaint.

57. On the other hand, as per the calculation sheet for the amount of pre-deposit in compliance of proviso to section 43(5) of the Act, which has been filed by the appellant along with his appeal, the complainant had deposited an amount of Rs. 80,85,000/-.





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58. If the complainant has actually paid only Rs. 80,85,000/- towards the basic price of the plot, may be besides an additional amount of Rs. 1,68,000/- towards 2% cancer cess, then the complainant has misrepresented to the Authority which has misled the Authority to order that the appellant shall be liable to offer a rebate of 5% on the balance amount paid in lumpsum.
59. In fact, as per clause 3(I) of the allotment letter dated 22.08.2016, payment of Rs. 21,00,000/- made by the complainant stood adjusted towards initial 25% of the price of the plot. Thus, if the complainant has actually paid total amount of only Rs. 80,85,000/-, then he must have deposit Rs. 59,85,000/- towards the balance 75% of the price of the plot amounting to Rs. 63,00,000/- in lumpsum only after availing a rebate of 5% thereof amounting to Rs. 3,15,000/-.
60. Therefore, in such an eventuality, besides setting aside the said part of the order of the Authority, exemplary costs need to be imposed on the appellant for his such a misrepresentation in his complaint and before the Authority.

**APPEAL NO. 227 OF 2020:**

61. In this case relating to Appeal No. 227 of 2020 (**Punjab Urban Planning and Development Authority versus Siri Ram and another**), it may be noted that the complaint has been filed by two complainants namely Siri Ram and Pawan Saini and the allotment letter dated 26.08.2016 is in the names of Siri Ram Saini and Pawan Saini.
62. In this case, the complainants in their complaint dated 31.05.2019 have inter alia alleged that (i) the complainants got conveyance

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deed registered on 18.01.2018; (ii) the appellant, vide its letter dated 17.10.2018 (Annexure C-6 of the complaint) in response to the complainants' request diarized on 04.09.2018, had informed them that possession of the plot could not be handed over as development at the site had not been completed; (iii) that when the complainants, vide their letter dated 05.03.2019 (Annexure C-7), again approached the appellant for possession of the plot, the appellant, vide its letter dated 02.04.2019 (Annexure C-8) offered the possession of the plot and possession was taken on 07.05.2019 (Annexure C-9). The complainants have prayed in their complaint for the relief of interest amounting to Rs. 8,85,219/- @ 12% on the paid amount of Rs. 61,89,750/- for the period from 26.08.2016 (should have been 26.02.2018) to 07.05.2018 i.e. for one year and 70 days.

63. The appellant, in its replies dated 05.07.2019 and 09.10.2019 to the complaint, have inter alia submitted that (i) due to some technical reason, the possession of the plot could not be handed over to the complainants for which they were informed vide letter dated 17.10.2018; (ii) that thereafter, vide letter dated 02.04.2019, the complainant was informed to take the possession of the plot; (iv) that accordingly the complainants had taken possession on 07.05.2019.

64. The Authority, vide its aforesaid order dated 22.10.2019, besides allowing the relief of payment of interest from the promised date of possession till the date of handing over of possession to the complainants and denying the relief of separate compensation, has also ordered that the appellant shall be liable to offer a rebate of 5% on the on the balance principal amount paid in lumpsum as





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provided under proviso 3(iv) of the allotment letter; whereas the the complainants have not even claimed such a relief of rebate in their complaint dated 31.05.2019. Rather, the complaints have unambiguously mentioned in their complaint that they deposited Rs. 44,88,750/- on 21.10.2016 after availing the rebate of 5%.

**APPEAL NO. 228 OF 2020:**

65. In this case relating to Appeal No. 228 of 2020 (**Punjab Urban Planning and Development Authority versus Jasneet Kaur Chahal and another**), the complainant in her complaint dated 12.02.2019 has inter alia alleged that (i) the complainant, during her visit to the site of the plot after issuance of allotment letter to physically verify the allotted plot, found that the allotted plot is adjoining the sewerage treatment plant (STP) and high voltage electricity wires and electricity pillars are next to the said plot making it inhabitable and dangerous; (ii) that, therefore, the complainant, vide her letter dated 07.11.2016, represented to the appellant for re-allotment of some alternate plot but the appellant never paid any heed to it; (iii) that the appellant had failed in giving possession of the said/alternate plot within time stipulated under clause 4 of the allotment letter; (iv) that the complainant is no more interested in the said plot. The complainant has prayed in her complaint for refund of her money amounting to Rs. 14,90,370/- along with interest @ 18% per annum.

66. The appellant, in its reply dated 22.04.2019 to the complaint, have inter alia submitted that (i) the complainant has deposited just initial 25% of the price of the plot and has defaulted in making the payment of the balance 75% of the price of plot amounting to Rs.



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44,71,110/-; (ii) that the STP is as per the approved layout plan and as per instructions issued by Punjab Pollution Control Board (PPCB) vide memo dated 10.11.2008 (Annexure R-6) (a) the location of sewerage treatment plant should be adequate to ensure that it should have minimum odour nuisance for the residents of the colony as well as the nearby residents; and (b) the promoter shall provide a buffer zone of green belt (dense populated trees with pleasant fragrance) around the sewage treatment plant, so as to reduce the effect of odour problems on the nearby residential area; (iii) that accordingly in the approved layout plan, a buffer zone of Green Belt has been provided; (iv) that the STP has been constructed with latest sequencing batch reactors (SBR) technology which ensures odourless discharge; (v) that the high voltage wire and electricity pillars are away from the allotted plot and are not hinderance for construction of building on the said plot; (vi) that the appellant is ready to refund the amount of the complainant as per provisions of the Punjab Regional and Town Planning and Development Act, 1995 and terms and conditions of the brochure and the allotment letter.

67.

It is inter alia mentioned in the impugned order dated 22.10.2019 that (i) that the complainant invited attention towards her plot by showing the layout plan where her plot is earmarked next to the STP against the PPCB rules and regulations dated 10.11.2008 (supra); (ii) that no green belt has been provided around the STP; (iii) that the complainant sought allotment of an alternate plot away from the STP and habitable or refund of Rs. 14,90,370/- along with interest; (iv) that the appellant has failed to re-allot and offer possession of a plot away from the STP and habitable.





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68. It has inter alia been held by the Authority in its order dated 22.10.2019 in this case that the complainant is being forced to accept a plot which appears to be not fit for habitation, being near to the STP and over head high tension wires.
69. The Authority, vide its aforesaid order dated 22.10.2019 has ordered as under:

1. *The respondent is hereby directed to re-allot the plot to the complainant at an alternative site which is habitable, if possible, otherwise refund principal amount paid by the complainant of Rs.1490370/- alongwith interest at the prescribed rate as per Rule 16 of the Rules i.e. State Bank of India highest marginal cost of lending rate plus 2% from the dates of deposit of each installment by the complainant.*
2. *The respondent is further directed to carry out an inspection strictly as per provisions of the Punjab Pollution Control Board (PPCB) and ensure that any other allottee who may have been allotted plot or either offered possession of a plot near to STP, an alternate site be allotted or an option should be taken in regards to possession at the present location.*
3. *Chairperson Punjab Pollution Control Board (PPCB) is directed to inspect the carved out plot strictly as per the provisions of Punjab Pollution Control Board (PPCB) and the conditions imposed while grant of NOC to verify if the respondent has complied with the conditions strictly. Suitable further action may be taken against the respondent to correct the anomaly, if any.*
4. *The complainant shall if an alternate plot is allotted, is liable to pay the entire balance amount with interest as per State Bank of India highest*



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*marginal cost of lending rate plus 2%, at the time  
of offer of plot."*

70. It is not clear as to how the Authority has arrived at the conclusion that the complainant is being forced to accept a plot which appears to be not fit for habitation on account of plot being near to the STP and over head high tension wires, when the appellant in its reply dated 22.04.2019 has inter alia submitted that in accordance with the relevant instructions dated 10.11.2008, a copy of which has been placed on record before the Authority as Annexure R-6 by the appellant, a buffer zone of Green Belt (dense populated trees with pleasant fragrance) has been provided in the approved layout plan and that the STP has been constructed with the latest SBR technology ensuring odourless discharge and that the high voltage wires and electricity pillars are away from the plot allotted to the complainant. The Authority has ordered the appellant to re-allot the plot at an alternate site which is habitable or refund the amount paid along with interest and to inspect as per the provisions of (instructions/rules/regulations of) the PPCB and to ensure allotment of an alternate site or an option for possession at the present location to even any other allottee who might have been allotted plot or offered possession of a plot near to STP; and at the same time, the Authority has also directed the PPCB to inspect the carved out plot to verify compliance of the provisions of (instructions/rules/regulations of) the PPCB and the conditions imposed while granting NOC.
71. Under the circumstance, to my mind, the Authority has prematurely ordered the appellant to re-allot the plot to the complainant without ensuring whether there is a violation of the





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relevant provisions regarding the STP and the safety norms in respect of over head high tension wires and electricity pillars. The complainant has made allegations in these regards without placing any material on record to substantiate the same. Even the aforesaid instructions dated 10.11.2008 of the PPCB have been placed on record by the appellant before the Authority as Annexure R-6 of his reply dated 22.04.2019.

**APPEAL NO. 4 OF 2023:**

72. The case relating to Appeal No. 4 of 2023 (**Punjab Urban Planning and Development Authority versus Manjit Kaur and another**) also relates to the project 'Gateway City' like nine above discussed appeals. In this case the Authority has passed the order on 01.06.2020 against which the appellant had earlier preferred Appeal No. 1 of 2021 and the same was disposed of by this Tribunal vide its order dated 06.12.2021 permitting the appellant to withdraw that appeal with liberty to file a review petition before the Authority. The review application filed accordingly under Regulation 22 of the Punjab Real Estate Regulatory Authority (Procedure for handling complaints and related matters) Regulations, 2017 has been dismissed, vide order dated 27.05.2022 of the Authority, being not maintainable as the said Regulation 22 stood deleted vide notification dated 21.01.2022 of Government of Punjab published in its Gazette dated 18.03.2022. Hence, the appellant has preferred present appeal.

73. In this case, the complainant in her complaint dated 16.12.2019 has inter alia claimed/alleged that (i) the complainant inter alia deposited a sum of Rs. 1,27,090/- regarding the delayed payment



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and penalty amount as determined by the appellant on 09.10.2015 besides payment of Rs. 10,50,000/- towards initial 25% of the price of the plot and a sum of Rs. 29,92,500/- towards the balance 75% in lumpsum on 21.11.2016 within 60 days of the said allotment after availing a rebate @ 5% of the balance 75% price of the plot amounting to Rs. 31,50,000/-; (ii) that the complainant did not receive the possession/occupation/completion certificate; (iii) that sewerage connections are yet to be complied with.

74. The appellant, in its reply dated 26.02.2020 to the complaint, have inter alia submitted that the complainant got conveyance deed executed on 06.06.2019.
75. The Authority, vide its order, dated 01.06.2020, has ordered the appellant to pay interest, for delay in possession, from 21.03.2018 till the date of offer of possession of the plot to the complainant.
76. The appellant has inter alia contended in its present appeal that (i) the allottee had taken over the possession of the plot in question and submitted an application dated 05.02.2019 for demarcation of the plot and the same was given to her vide demarcation certificate dated 25.03.2019/05.04.2019; (ii) that having raised the construction on the plot in question, the allottee obtained the DPC certificate on 08.08.2019 and occupation/use of ground floor, first floor and second floor from the appellant's office on 15.01.2021. The appellant, along with its present appeal, has filed Application No. 14 of 2023 to place on record these documents as additional evidence. Perusal of these documents also reveals that building plan for the plot in question was sanctioned vide order dated 07.02.2019. These facts have been concealed by the allottee in her





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complaint, rather the complainant has knowingly mis-stated in her complaint dated 16.12.2019 that she did not receive the possession even after demanding the same though legal notice dated 26.09.2019 and has inter alia sought the relief of giving physical possession of the plot. Therefore, exemplary costs need to be imposed upon the allottee and the relief of interest granted by the Authority to her vide its order dated 01.06.2020 is liable to be restricted up to 31.01.2019 or the actual date of handing over of the possession whichever is earlier.

**APPEAL NOS. 149 AND 150 OF 2022:**

77. The cases relating to Appeal No. 149 of 2022 (**Punjab Urban Planning and Development Authority versus Kulwinder Kaur and another**) and Appeal No. 150 of 2022 (**Punjab Urban Planning and Development Authority versus Deep Kamal and another**) also relate to the project 'Gateway City' like ten above discussed appeals.
78. In these cases, I principally agree with the findings of the Hon'ble Chairperson and learned Member (Judicial) to the effect that interest for delay in possession shall commence from the promised date of possession i.e. 18 months after the issuance of the respective allotment letters, instead of from 29.04.2017. Therefore, no further details are hereby being given by me in these two appeals.

**APPEAL NOS. 199 AND 200 OF 2022:**

79. This is a case of two appeals, bearing Appeal No. 199 of 2022 (**Estate Officer, PUDA versus Anil Kumar and another**) and Appeal No. 200 of 2022 (**Estate Officer, PUDA versus Anil**



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**Kumar and another**), filed against order dated 10.06.2022 passed by the Authority and order dated 16.09.2022 passed by the Adjudicating Officer respectively, both passed in the same composite complaint bearing AdC No. 10872019 instituted on 21.04.2019.

80. This common case also relate to the project 'Gateway City' like ten above discussed appeals.

81. In his aforesaid composite complaint, the allottee has inter alia alleged/claimed that (i) the complainant applied for a residential plot of 150 square yards in the appellant's project namely Gateway City, SAS Nagar Mohali and being successful in draw of lots held on 19.03.2015, letter of intent (LOI) dated 27.05.2015 was issued by the appellant to the complainant; (ii) that as per conditions of the LOI, the complainant paid Rs.10,71,000/- vide DDs No. 60778 & 60779 dated 22.06.2015 of Rs. 5,35,500/- each on account of installment for allotment of plot in the said project; (iii) that as per clause 4(I) of the allotment letter dated 27.09.2016 issued by the appellant (*vide which plot No. 693/Park Facing was allotted to the complainant*), possession of the said plot was to be handed over to the allottee after completion of development works at site by 27.03.2018; (v) that the project has yet not been completed and is still registered as an ongoing project; (vi) that in the absence of any update on the progress of development works in the project and non-issue of any demand letter, the complainant could not make balance payments; (vii) that offer of possession has not been made till date; (viii) that therefore, the complainant wished to withdraw from the project.





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82. The complainant, vide his above mentioned complaint, has prayed for the refund of the amount paid by the complainant and a compensation of Rs. 1,00,000/- along with interest as per the Act and the Rules.
83. The appellant, in its reply dated 10.10.2019 to the said complaint, have inter alia contended that (i) the Authority has no jurisdiction to entertain the complaint because the part of the project in question has been completed as per partial completion certificate dated 28.04.2017 prior to coming into force of the provisions of the Act and that part is not registered with the Authority (**Annexures R-1 to R-4**); (ii) that the complainant did not pay any installment after paying 25% amount of the price of the plot; (iii) that the complainant has paid only Rs. 5,35,500/- on 22.06.2015, instead of Rs. 10,71,000/- as wrongly and misleadingly claimed by the complainant in his complaint; (iv) that payment schedule is given under clause 3 of the allotment letter whereby it has also specifically been mentioned that no separate notice for payment of installment(s) shall be sent; (v) that the allottee failed to pay the due amount as per the said schedule and failed to take over possession of the plot as per agreed terms and conditions of allotment.
84. After the arguments advanced by the parties on 20.05.2022, the Authority passed order dated 10.06.2022, thereby allowing the complaint and issuing following directions:-

*"The respondent shall refund, as per Section 18(1) of the Act, within 90 days of this order, the entire amount of Rs.8,50,500/- paid by the complainant, alongwith interest to all the complainants @ 9.50% per annum (today's highest MCLR rate of 7.50% plus 2%) to be*



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*calculated from the dates when the payments were received, till the date of payment."*

85. The Adjudicating Officer dealt the complaint only for the compensation claimed by the complainant and passed detailed order dated 16.09.2022, whereby an amount of Rs. 50,000/- has been assessed as compensation for the mental agony of the complainant after considering all the aspects of the matter and interest allowed by the Authority and it has been decided as under:-

*"24. In view of above discussion and observations, the complaint is partly allowed. The respondent is directed to pay the above said amount of compensation to the complainant within sixty days from this order, failing which he shall also be liable to pay interest @ 10% per annum (today's highest MCLR rate of 8% plus 2%) from this order till realization."*

86. Aggrieved by the aforementioned orders dated 10.06.2022 and 16.09.2022 passed by the Authority and by the Adjudicating Officer respectively, the promoter has filed its aforesaid appeals, wherein the appellant, in the grounds of its appeals, has inter alia additionally contended that (i) as per judgment passed by Hon'ble Supreme Court of India on 11.11.2021 in **M/s Newtech Promoters and Developers Private Limited versus State of UP and others** and various orders passed in this regard, the complaint against projects which are not registered under the provisions of the Act, are not maintainable; (ii) that no evidence has been lead by the complainant in regard to mental agony suffered by him for the alleged act of the appellant.

87. As per clause 3 of the LOI dated 27.05.2015 (Annexure C/1), the tentative price of the plot is Rs. 31,50,000/- besides 2% cancer cess and as per its clause 4, a sum equivalent to 10% of the allotment





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price for a plot facing park was to be charged extra. Further, as per its clause 6(I) read with 6(IV), a sum of Rs. 4,72,500/- being 15% of tentative price of plot to complete 25% price of the plot was payable, along with an amount of Rs. 63,000/- towards 2% cancer cess, within 30 days from the date of issue of LOI i.e. by 26.06.2015. Accordingly, the allottee paid an amount of Rs. 5,35,500/- on 22.06.2015 (Annexure C/2).

88. As per clauses 3(I) and 3(II) of the allotment letter dated 27.09.2016 (Annexure C/3), an amount of Rs. 39,375/-, being balance of 25% amount for Park Facing plot No. 693 allotted to the complainant and another amount of Rs. 3,150/- towards balance cancer cess was payable by the allottee within 30 days from the issue of the allotment letter i.e. by 27.10.2016. However, the allottee did not pay it.

89. Moreover, no payment has been made by the complainant even towards the balance 75% of the price of the plot amounting to Rs. 24,80,625/-, whereas as per clause 3(III) of the allotment letter, the same was payable either in lumpsum without interest within sixty days from the issue of allotment i.e. by 26.11.2016 or in installments along with interest @ 12% per annum as under:-

Installments due as per clause 3(III) of the allotment letter					Payment made	
No.	Due Date	Principal	Interest	Total	Date	Amount
1 <sup>st</sup>	22.09.2017	4,13,438	2,97,675	7,11,113	<b>NONE</b>	
2 <sup>nd</sup>	22.03.2018	4,13,438	1,24,031	5,37,469		
3 <sup>rd</sup>	22.09.2018	4,13,438	99,225	5,12,663		
4 <sup>th</sup>	22.03.2019	4,13,438	74,419	4,87,857		
5 <sup>th</sup>	22.09.2019	4,13,438	49,612	4,63,050		
6 <sup>th</sup>	22.03.2020	4,13,438	24,806	4,38,244		
<b>Total</b>		<b>24,80,628</b>	<b>6,69,768</b>	<b>31,50,396</b>		

90. As per clause 4(I) titled as "POSSESSION AND OWNERSHIP" of the allotment letter dated 27.09.2016, the possession of the plot was promised to be handed over by 27.03.2018.

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91. From above findings, it is evident that before the promised date of possession due on 27.03.2018, the allottee was under default in payment for an amount of Rs. 12,91,107/- payable in terms of clauses 3(I), 3(II) and 3(III) of the allotment letter besides penalty payable by the allottee in terms of clause 3(XIII) of the allotment letter.
92. As the allottee is under default in making the payments since 27.10.2016 (the due date of payments in terms of sub-clauses I and II of clause 3 of the allotment letter), 22.09.2017 (the due date of payment of first installment in terms of sub-clause III of clause 3 of the allotment letter), 22.03.2018 (the due date of payments second installment), etc, even before the promised date of possession (i.e. 27.03.2018), violating the provisions of section 19(6) of the Act, therefore, clauses 5, 7, 9 etc. of the Form 'Q', appended to the Rules as the prescribed format of 'Agreement for Sale' in terms of provisions of section 13(2) of the Act read with Rule 8(1) of the Rules, are attracted first against the allottee.
93. Clause 7.3 of the aforesaid Form 'Q' inter alia provides that "*On failure of allottee to pay the installment as per schedule given in allotment letter, apart from paying the interest on the delayed amount, the possession of the plot/apartment shall be extended to the extent of period of delay in paying the defaulted amount.*".
94. Thus, the Authority has erred in its findings made by it in sub paragraphs V to VII of paragraph 'F', titled as 'FINDINGS', of its order dated 10.06.2022. Similarly, the Adjudicating Officer too has erred in his findings made by him in paragraphs 13 and 15 of the order dated 16.09.2022 passed by him.





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95. In view of above, I am of the view that the allottee can not be rewarded for his own default in not making any payment in terms of the provisions of clause 3 of the allotment letter; and as such both of the aforesaid orders dated 10.06.2022 and 16.09.2022 are liable to be set aside and the complaint is liable to be dismissed.

**COMMON FOR ALL THE PRESENT APPEALS:**

96. In most of the cases pertaining to present appeals, the payment of entire price of the plot was made well before the promised date of possession and no demand certificates were also obtained by such allottees from the appellant. In the cases relating to Appeal No. 221 of 2020, Appeal No. 227 of 2020, etc some material is on record which indicates that the conveyance deed of the plot was executed/registered even before the due date of handing over of the possession.
97. The question of allowing the interest to the complainants for delay in handing over the possession of the plot, under proviso to section 18(1) of the Act, does not arise when the conveyance deed of the plot allotted to them has been executed/registered before the due date of handing over the possession of the plot.
98. There is a possibility that the conveyance deeds might have been got executed/registered by the allottees after making payment of the entire price of the plot in some more of these cases also, but might have not been brought on record or escaped attention.
99. In my opinion, the interest for delay in handing over the possession of the plot, if admissible, should be restricted till the date of execution of the conveyance deed or the till the date of handing



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over of possession of the plot as mentioned in the conveyance deed, whichever is earlier.

**MY DECISION:**

100. In view of above discussion, I deem it appropriate to order as under:-

- (i) In Appeal No. 220 of 2020, the order dated 22.10.2019 passed by the Authority in complaint bearing GC No. 13162019 is modified to the extent that the period for which the interest is to be paid by the appellant to the complainant is restricted up to 09.12.2019. It shall further be restricted as per sub-paragraph (xiv) of this paragraph, if applicable.
- (ii) In Appeal No. 221 of 2020 is accepted, the order dated 22.10.2019 passed by the Authority in complaint bearing AdC/GC No. 10212018/13002019 is set aside and the said complaint is dismissed.
- (iii) In Appeal No. 222 of 2020, subject to sub-paragraph (xiv) of this paragraph, no interference in the order dated 07.11.2019 passed by the Authority in complaint bearing GC No. 13012019.
- (iv) In Appeal No. 223 of 2020, "Dajinder Kaur" is co-complainant/co-allottee. In this case, the directions given by the Authority under serial numbers 3 and 4 of its order dated 22.10.2019 in the complaint bearing GC No. 12782019 are hereby set aside. Instead of these two directions of the Authority, it is hereby ordered that the complainant is liable to pay an amount of Rs. 1,09,993/- to the appellant along





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with interest thereon with effect from 21.12.2016 till payment/adjustment thereof (but excluding the period of delay in delivery of possession, if any, after taking cognizance of sub-paragraph (xiv) of this paragraph) at the rate of interest prescribed under rule 16 of the Rules. Subject to sub-paragraph (xiv) of this paragraph, no other interference in the remaining directions of the Authority in this case.

- (v) In Appeal No. 224 of 2020, "Surinder Kaur" is co-complainant/co-allottee. In this case, the direction given by the Authority under serial number 3 of its order dated 22.10.2019 passed in the complaint bearing GC No. 12872019 is hereby set aside. Instead of this direction of the Authority, it is hereby ordered that the appellant is liable to refund an amount of Rs. 40,264/- to the complainants, out of Rs. 2,14,000/- paid by the complainants to the appellant on 15.12.2016, along with interest thereon with effect from 16.12.2016 till payment thereof at the rate of interest prescribed under rule 16 of the Rules. Subject to sub-paragraph (xiv) of this paragraph, no other interference in the remaining directions of the Authority in this case.



- (vi) In Appeal No. 225 of 2020, subject to sub-paragraph (xiv) of this paragraph, no interference in the order dated 22.10.2019 passed by the Authority in complaint bearing GC No. 12962019.
- (vii) In Appeal No. 226 of 2020, subject to confirmation that the complainant had paid the balance 75% of the price of the plot

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after already availing a rebate of 5% i.e. he had paid only Rs. 59,85,000/- in terms of clause 3(IV) of the allotment letter dated 22.08.2016 and not an amount of Rs. 63,00,000/- (out of Rs. 84,00,000/- as claimed by him in his complaint), the direction given by the Authority under serial number 3 of its order dated 22.10.2019 passed in the complaint bearing GC No. 12702019 is hereby set aside and a cost of Rs. 1,00,000/- (Rs. One Lakh only) is imposed on the complainant for misrepresentation in his complaint and misleading the Authority, which shall be deposited by him with the Authority within one month from the issue of this order. However, if the complainant had actually deposited the balance 75% of the price of the plot without availing aforesaid 5% rebate, then aforesaid part of this order in this case shall have no effect. Subject to sub-paragraph (xiv) of this paragraph, no other interference in the remaining directions of the Authority in this case.



(viii) In Appeal No. 227 of 2020, "Pawan Saini" is a co-complainant/co-allottee. In this case, the appeal is accepted, the order dated 22.10.2019 passed by the Authority in complaint bearing GC No. 13152019 is set aside and the said complaint is dismissed.

(ix) In Appeal No. 228 of 2020, the order dated 22.10.2019 passed in the complaint bearing GC No. 12122019 is hereby set aside, being premature; and the case is remanded to the Authority to review the same after unambiguously establishing as to whether or not the promoter has violated PPCB's relevant instructions as alleged and/or violated the



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relevant safety norms in respect of electrical equipment (high tension electricity overhead wires and pillars/towers).

- (x) In Appeal No. 4 of 2023, the order dated 01.06.2020 passed by the Authority in the complaint bearing GC No. 14692019 is hereby modified to the extent that the appellant shall pay interest till 31.01.2019 or till the date of handing over of possession of the plot in question, whichever had occurred earlier. Further, a cost of Rs. 2,00,000/- (Rupees Two Lakhs) is hereby imposed upon the respondent-complainant for concealing and mis-stating the facts, which shall be deposited by him with the Authority within one month from the issue of this order.
- (xi) In Appeal No. 149 of 2022, the order dated 10.11.2021 passed by the Authority in complaint bearing GC No. 17652020 is modified to the extent that the interest for delay in possession shall commence from 21.03.2018, instead of from 29.04.2017 as has been ordered by the Authority. It shall further be restricted as per sub-paragraph (xiv) of this paragraph, if applicable.
- (xii) In Appeal No. 150 of 2022, the order dated 10.11.2021 passed by the Authority in complaint bearing GC No. 00312021 is modified to the extent that the interest for delay in possession shall commence from 22.02.2018, instead of from 29.04.2017 as has been ordered by the Authority. It shall further be restricted as per sub-paragraph (xiv) of this paragraph, if applicable.



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(xiii) Both the appeals, bearing Appeal No. 199 of 2022 and Appeal No. 200 of 2022 arising out of the order dated 10.06.2022 passed by the Authority and out of the order dated 16.09.2022 passed by the Adjudicating Officer respectively in the composite complaint bearing AdC No. 10872019, are hereby accepted; both of the said orders dated 10.06.2022 and 16.09.2022 are hereby set aside; and the said complaint bearing AdC No. 10872019 is hereby dismissed

(xiv) In the cases pertaining to Appeal Nos. 220 of 2020, 222 of 2020 to 226 of 2020, 149 of 2022 and 150 of 2022, if conveyance deed has been executed and if the interest for delay in handing over the possession of the plot is allowed till a date beyond the date of execution of such conveyance deed or beyond date of handing over the possession as mentioned in the conveyance deed, the same be restricted up to such date of execution of the conveyance deed or up to the date of handing over of the possession, whichever is earlier.

101. Ordered accordingly.

102. Files be consigned to record room after filing a copy of this order in the files of these appeals and after sending a copy to each of the parties as well as to the Authority and the Adjudicating Officer.



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

06.03, 2023

Certified To Be True Copy  
Registrar  
Real Estate Appellate Tribunal Punjab  
Chandigarh

10/03/2023