

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB
SCO No. 95-98, Bank Square, P.F.C Building, Sector-17-B, Chandigarh

Subject: -

APPEAL NO.30 OF 2023

1. Himalya Makkad son of Raj Kumar Makkad, previously residing at Flat no.1002, Tower D, Victoria Heights, Peer Muchalla, Zirakpur now resident of House no.28, Tech Town, Behind Aero City, I Block, Airport Road, Zirakpur, District Mohali (Punjab).
2. Sushma Makkad wife of Raj Kumar Makkad previously residing at Flat no 1002, Tower D, Victoria Heights, Peer Muchalla, Zirakpur, now resident of House No.28, Tech Town, Behind Aero City, I Block, Airport Road, Zirakpur, District Mohali (Punjab)

...Appellants

Versus

Citi Centre Developers, through its Managing Director, VIP Road, New Metro Cash Carry, Zirakpur, Sahibzada Ajit Singh Nagar, Mohali.

....Respondent

Memo No. R.E.A.T./2023/ 253

To,

REAL ESTATE REGULATORY AUTHORITY, PUNJAB 1ST FLOOR,
BLOCK B, PLOT NO.3, MADHYA MARG, SECTOR-18,
CHANDIGARH-160018.



Whereas appeal titled and numbered as above was filed before the Real Estate Appellate Tribunal, Punjab. As required by Section 44 (4) of the Real Estate (Regulation and Development) Act, 2016, a certified copy of the order passed in aforesaid appeal is being forwarded to you and the same may be uploaded on website.

Given under my hand and the seal of the Hon'ble Tribunal this 11th
day of July, 2023.

REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB

BEFORE THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB
AT CHANDIGARH

MEMO OF PARTIES

1. Himalya Makkad son of Raj Kumar Makkad, previously residing at Flat no 1002, Tower D, Victoria Heights, Peer Muchalla, Zirakpur now resident of House no 28, Tech Town, Behind Aero City, I Block, Airport Road, Zirakpur, District Mohali (Punjab).
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Versus

Citi Centre Developers, through its Managing Director, VIP Road, Near Metro Cash Carry, Zirakpur, Sahibzada Ajit Singh Nagar, Mohali.

.... Respondent



Chandigarh

Dated: -06/06/2023

Gaurav Jindal
(Gaurav Jindal, Adv)

Counsel for Appellants

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

APPEAL NO. 30 OF 2023

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...Appellant

Versus

Citi Centre Developers, through its Managing Director, VIP Road, New Metro Cash Carry, Zirakpur, Sahibzada Ajit Singh Nagar, Mohali.

....Respondent

Present: Mr. Gaurav Jindal, Advocate for the appellant.

**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)



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1. This appeal is directed against the order dated 11.04.2023 passed by Real Estate Regulatory Authority, Punjab (hereinafter known as the Authority). A complaint was filed under Section 31 of the Act, seeking the following reliefs:-

- i. To call for information to conduct investigation under Sections 35 and 31 of the Act and Rules and Regulations.*
- ii. To impose penalty under Section 38 of the Act for violations of Sections 11, 13, 14 and 19 of the Act.*
- iii. For payment of assured return from May 2018 till the actual date of possession of the unit for issuance of completion and occupancy certificate;*
- iv. Refund of illegally charged amount of Rs.2,89,204/- in the name of maintenance along with interest at the rate of 24% per annum;*
- v. To charge maintenance at the rate of Rs.3/- to Rs.4/- per square feet;*
- vi. Compensation of Rs.25,00,000/-;*
- vii. Litigation costs of Rs.1,00,000/-.*

2. The respondent contested the above and pleaded that the appellant had taken possession of the unit and even executed the Conveyance Deed. No violation of Section 12, 14 and 18 has been shown so as to warrant any refund. Besides the maintenance agreement dated 16.07.2018 is on account of an agreement with the Company tasked with the job of maintenance and the appellant has signed the same voluntarily. He, therefore, has no cause to agitate. Thus, it prayed that the complaint be dismissed.



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2. The Authority agreed with the stand of the respondent and now before us in appeal the appellant has urged that there were deficiencies in the entire project. He has also stated that the maintenance agreement is contrary to the agreement executed between the appellant and the respondent as the rate of Rs.11 per sq. feet as maintenance was never contemplated and is highly exorbitant.
3. We have heard the learned counsel for the appellant. The possession of the unit was given to the appellant after a Partial Completion-cum-Occupancy Certificate was issued by the competent authority. The Conveyance Deed was executed in September 2018 and the complaint was filed in December 2020, praying for refund of the advance on account of maintenance charges. Nothing has been shown that the maintenance charges were excessive. Besides the appellant is a signatory to the agreement and not only this the maintenance works have been entrusted to a different company which has not been impleaded as a party. Any comment or finding on the rate of the maintenance charges is likely to impact a person who is not before us or was not there even before the authority for that purpose. Coercion has been pleaded before us as the reason for signing the agreement but there is no material to suggest so. We, therefore, do not find any reason to interfere with the findings of the authority in this regard. The plea that there are deficiencies in the



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project have also remained unsubstantiated. Not only this the entire complaint is silent with regard to particulars of such deficiencies as the ones which have been cited before us. We, therefore, cannot look into anything that has not been pleaded by the appellant in the first instance i.e in the complaint.

4. Insofar as the plea of refund of Rs.25,000/- for installation of electricity meter is concerned, that has been justified by the respondent as charges for installation of the meter in the unit of the appellant and necessary bills in this regards from the PSPCL i.e. the Authority that has installed the meter have been placed on record. This plea too has to fail for the reason of a justified expenditure.
5. To conclude we are of the opinion that the appellant has failed to substantiate any shortcomings in the project and for the reasons that have been set out above we do not find any ground to interfere in the impugned order.

Appeal stands dismissed.



Sd/-
JUSTICE MAHESH GROVER (RETD.)
CHAIRMAN

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

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

July 03, 2023
CND

Certified To Be True Copy

T. Manoj Kumar
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

11/07/2023 *R*