

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

Subject: -

**APPEAL NO. 32 OF 2022**  
**ALTUS SPACE BUILDERS PVT. LTD.**  
**VERSUS**  
**ANIT KUMAR AND ANOTHER**

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Memo No. R.E.A.T./2022/145

To,

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

Whereas appeals 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 appeals 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 01<sup>st</sup>  
day of April, 2022.

*Manendra Kumar*  
REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB



BEFORE THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB  
(CHANDIGARH)

Appeal No 32 of 2022

Altus Space Builders Pvt. Ltd.

.....Appellant

Versus

Anit Kumar and another

.....Respondents

MEMO OF PARTIES

Altus Space Builders Pvt. Ltd., SCF-22, 1<sup>st</sup> floor, Phase-10, S.A.S.  
Nagar Mohali, Punjab through Sh. Jaswinder Singh son of Sh.  
Naggar Singh Authorized Signatory of M/s Altus Space Builders Pvt.  
Ltd..

.....Appellant

Versus

1. Anit Kumar r/o H No. 2682, Sector 52, Chandigarh.
2. Gaurav Sharma r/o H No. 2682, Sector 52, Chandigarh.

.....Respondents

CHANDIGARH  
DATED: 27.01.22

  
(RAMANDEEP SINGH PANDHER)  
ADVOCATE  
COUNSEL FOR THE APPELLANT



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

**APPEAL NO. 32 OF 2022**

**ALTUS SPACE BUILDERS PVT. LTD.**

**VERSUS**

**ANIT KUMAR AND ANOTHER**

**\*\*\***

**Present: - Mr. Ramandeep Singh Pandher, Advocate for  
the appellant.**

**\*\*\***

**ORDER:-**

1. This appeal is directed against the order dated 10.12.2021 passed by the Real Estate Regulatory Authority, Punjab (hereinafter referred to as the Authority).
2. A complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act) was made to the Authority with a grievance that there was delay in delivery of possession of plot measuring 157.50 square yards in the project "Muirwood Ecocity" at New Chandigarh, despite the fact that an amount of Rs.19.25 lakhs was paid to the appellant. A Plot Buyer's Agreement was entered into on



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20.02.2018. The possession was to be delivered by 20.08.2019 but till date it has not materialized. A prayer was thus made that an appropriate direction be issued to the promoter/appellant to deliver the possession of the plot and pay interest as per the prescribed rate.

3. The appellant did not deny the factum of the receipt of money or the booking of a plot by the complainant but took up a plea that the external development works were to be completed by the Government agencies, which failed to do so and in this regard the appellant has preferred a Civil Writ Petition No.22109 of 2020, which is pending before the Hon'ble Punjab and Haryana High Court after issuance of notice of motion.

4. Reliance was also placed on Clause 5.1 (b) of the agreement envisaging <sup>in-</sup>invocation of a plea of 'force majeure' in the eventuality of the competent authority's failure to provide peripheral services/Sector grid roads/



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Master Plan roads and allied services by the State Government or the concerned authority.

5. The Authority negated the plea of the appellant and while allowing the complainant's plea held him entitled to interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) from 21.08.2019 till a valid offer of possession is made after obtaining the Completion Certificate.
6. A similar plea of 'force majeure' proceeding from Clause 5.1 (b) has been raised before us. It has been contended that the external developments <sup>works</sup> were not within the <sup>'U'</sup> control of the appellant and the filing of the writ petition should be taken as a reflection of the appellant's bona fides.
7. We have heard the learned counsel for the appellant at some length and have perused the impugned order and also the relevant record but are unable to persuade ourselves to agree with the contentions raised in the



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appeal. The respondent and persons similarly situated as him have invested a substantial amount of money in the hope of getting possession of a plot. In the present case amount was paid way back in the year 2018 by the respondents, apparently swayed by the assurances given by the appellant of delivering possession of the plot within 18 months i.e. by 20.08.2019.

8. It is the bounden duty of the promoter to abide by the promise and if in breach the consequences and the remedies available to an allottee cannot be avoided by any plea particularly such as the one raised before us.
9. If the appellant is entitled to any invoke any remedy in law against the State Government for failure to provide development work that is entirely a separate issue, dependent upon such a grievance being invoked in appropriate proceedings but the allottee cannot be made to suffer the consequences having invested huge amount



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solely on the strength of promise held out by the appellant.

10. Merely, because a writ petition has been filed in the Court would be inconsequential and by no stretch of imagination can it be interpreted to mean that the remedies under the Act available to an allottee should be shelved till a decision is rendered in writ proceedings.
10. Finding no merit in the appeal, we decline interference.
11. Dismissed. Files be consigned to record room.

*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)



Certified To Be True Copy  
*[Signature]*  
Registrar  
Real Estate Appellate Tribunal Punjab  
Chandigarh  
04/04/2022