

IN THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB

Appeal No. 09 of 2022
(Arising out of Complaint No. GC No. 1841 of 2020)
(Date of decision: 13.10.2020)

MEMO OF PARTIES

1. Dinesh Arora S/o Sh. Sat Pal Arora, R/o # 6, Palmwood, IRVINE, CA 92618 USA **through his GPA Holder Ms. Anuradha Dua W/o Late Col. Rajesh Dua, R/o Flat No. F-128, Spangle Condos, Village Ghazipur, P.O. Dhakoli, Zirakpur, District Sahibzada Ajit Singh Nagar, Mohali-140603.**
2. Anjna Arora W/o Sh. Dinesh Arora, R/o # 6, Palmwood, IRVINE, CA 92618 USA **through his GPA Holder Ms. Anuradha Dua W/o Late Col. Rajesh Dua, R/o Flat No. F-128, Spangle Condos, Village Ghazipur, P.O. Dhakoli, Zirakpur, District Sahibzada Ajit Singh Nagar, Mohali-140603.**

...Appellants

Versus

1. M/s Parsvnath Developers Ltd., Parsvnath Developers Ltd., Parsvnath Tower, Near Shahdra Metro Station, New Delhi - 110032 through its Director / Authorized Representative.
2. M/s Marksmen Facilities Pvt. Ltd., Parsvnath Tower, Near Shahdra Metro Station, New Delhi - 110032 through its Director / Authorized Representative.

...Respondents



Place: Mohali
Dated: 06.01.2022

Through Counsel

(RAVINDER PAL SINGH)
Advocate

Counsel for the Appellants

IN THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB

Appeal No. 22 of 2022
(Arising out of Complaint No. GC No. 1834 of 2020)
(Date of decision: 13.10.2020)

MEMO OF PARTIES

Anuradha Dua W/o Late Col. Rajesh Dua, R/o Flat No. F-128,
Spangle Condos, Village Ghazipur, P.O. Dhakoli, Zirakpur,
District Sahibzada Ajit Singh Nagar, Mohali-140603.

...Appellant

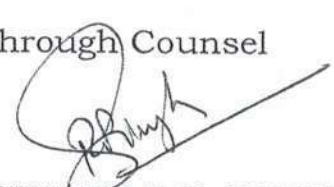
Versus

1. M/s Parsvnath Developers Ltd., Parsvnath Developers Ltd., Parsvnath Tower, Near Shahdra Metro Station, New Delhi - 110032 through its Director / Authorized Representative.
2. M/s Marksmen Facilities Pvt. Ltd., Parsvnath Tower, Near Shahdra Metro Station, New Delhi - 110032 through its Director / Authorized Representative.

...Respondents

Place: Mohali
Date : 06.01.2022

Through Counsel


(RAVINDER PAL SINGH)
Advocate
Counsel for the Appellant



REAL ESTATE APPELLATE TRIBUNAL, PUNJAB AT CHANDIGARH

APPEAL NO. 09 OF 2022

1. DINESH ARORA S/O SH. SAT PAL ARORA, R/O # 6, PALMWOOD, IRVINE, CA 92618 USA THROUGH HIS GPA HOLDER MS. ANURADHA DUA W/O LATE COL. RAJESH DUA, R/O FLAT NO.F-128, SPANGLE CONDOS, VILLAGE GHAZIPUR, P.O. DHAKOLI, ZIRAKPUR, DISTRICT SAHIBZADA AJIT SINGH NAGAR, MOHALI-140603.
2. ANJNA ARORA W/O SH. DINESH ARORA R/O # 6, PALMWOOD, IRVINE, CA 92618 USA THROUGH HIS GPA HOLDER MS. ANURADHA DUA W/O LATE COL. RAJESH DUA, R/O FLAT NO.F-128, SPANGLE CONDOS, VILLAGE GHAZIPUR, P.O. DHAKOLI, ZIRAKPUR, DISTRICT SAHIBZADA AJIT SINGH NAGAR, MOHALI-140603.

....Appellants

VERSUS

1. M/S PARSVNATH DEVELOPERS LTD., PARSVNATH DEVELOPERS LTD., PARSVNATH TOWER, NEAR SHAHDRA METRO STATION, NEW DELHI-110032 THROUGH ITS DIRECTOR/ AUTHORIZED REPRESENTATIVE.
2. M/S MARKSMEN FACILITIES PVT. LTD., PARSVNATH TOWER, NEAR SHAHDRA METRO STATION, NEW DELHI-110032 THROUGH ITS DIRECTOR/ AUTHORIZED REPRESENTATIVE.



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AND
APPEAL NO. 22 OF 2022

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WITH
APPEAL NO. 22 OF 2022

ANURADHA DUA W/O LATE COL. RAJESH DUA, R/O
FLAT NO. F-128, SPANGLE CONDOS, VILLAGE
GHAZIPUR, P.O. DHAKOLI, ZIRAKPUR, DISTRICT
SAHIBZADA AJIT SINGH NAGAR, MOHALI-140603.

....Appellant

VERSUS

1. M/S PARSVNATH DEVELOPERS LTD., PARSVNATH
DEVELOPERS LTD., PARSVNATH TOWER, NEAR
SHAHDRA METRO STATION, NEW DELHI-110032
THROUGH ITS DIRECTOR/ AUTHORIZED
REPRESENTATIVE.

2. M/S MARKSMEN FACILITIES PVT. LTD., PARSVNATH
TOWER, NEAR SHAHDRA METRO STATION, NEW
DELHI-110032 THROUGH ITS DIRECTOR/ AUTHORIZED
REPRESENTATIVE.



....Respondents

Present: - Mr. Ravinder Pal Singh, Advocate for the appellant.

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AND
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This order will dispose of two appeals bearing No.09 of 2022 and Appeal No.22 of 2022, as they involve commonality of facts.

While disposing of the complaint of the present appellant the Real Estate Regulatory Authority, Punjab (hereinafter referred to as the Authority) ordered a refund of Rs.50,000/- without interest, for club house charges due to its non-construction and regarding the other issue of maintenance charges, they were waived off till the date of the passing of the impugned order i.e. 13.10.2021. It went on to hold the appellant liable to pay maintenance charges from the date of the impugned order.

Learned counsel for the appellant states that facilities in that area are yet not complete, therefore, pegging the waiver of maintenance charges till the date of order is erroneous and rather it should have been till the time the facilities are provided in entirety.

We have heard the learned counsel for the appellant and are of the opinion that the appeals are misconceived.



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There is no material on record to suggest any incomplete works. The possession of the plot and the execution of the conveyance deed stood completed in the year 2008 and even before the promised date of possession. The appellant made no grievance of it for all these years. So much so, he signed the maintenance agreement at the time of obtaining possession itself i.e. in 2008. No justification has been offered before the Authority or even before us for this delayed questioning of maintenance charges.

There is also no material to suggest any incomplete works and neither is there anything to suggest as to how the maintenance was lacking.

Be that as it may, the Authority itself has waived off the liability till the date of the passing of the order in terms of Section 19(8) of the Act, while simultaneously holding the appellant liable to pay maintenance charges henceforth the passing of the impugned order. To our minds, the appellant can hardly make any issue out of it particularly when he has failed to substantiate his plea of incomplete facilities and lack of maintenance.



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Vide the impugned order the appellant has also been held entitled to refund of Rs.50,000/- since the club house has not been constructed.

The only concession that we grant to the appellant is that this amount of Rs.50,000/- which the respondents have retained, without any justification, should be returned to him along with interest @ 7% per annum from the date of deposit till its realization on account of the clear and established default of the respondent in not constructing this facility.

With the aforesaid modification, the appeals stands disposed of.

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)

January 17th, 2022
AN



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

08/07/2022