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**BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL
SECTOR-17 CHANDIGARH**

F A NO. 65 OF 2021

MEMO OF PARTIES

Ramandeep Singh son of Sh. Bhagwan Singh resident of B-V/1392,
Ward No. 3, Barnala Punjab.

....Complainant/Appellant

Versus

M/s Janta Land Promoters Pvt Ltd, SCO 39-42, Sector-82, SAS Nagar
Mohali

....Respondent

Place : Chandigarh

Dated: 13.9.2021

Suresh Kumar *Ajay Gupta*
(Suresh Kumar) (Ajay Gupta)
Advocate

Counsel for the Appellant/Complainant



BEFORE THE HON'BLE REAL ESTATE APPELLATE
TRIBUNAL SECTOR-17 CHANDIGARH

F A NO. 66 OF 2021

MEMO OF PARTIES

Rohit Karol son of Sh. Subhash Chand Karol, Karol House, UCO Bank
Building, The Mall Road, Shimla-171001.

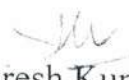
....Complainant/Appellant

Versus

M/s Janta Land Promoters Pvt Ltd, SCO 39-42, Sector-82, SAS
Nagar Mohali

....Respondent

Place : Chandigarh
Dated: 13.9.2021


(Suresh Kumar) (Ajay Gupta)
Advocate

Counsel for the Appellant/Complainant



A

**BEFORE THE HON'BLE REAL ESTATE APPELLATE
TRIBUNAL SECTOR-17 CHANDIGARH**

F A NO. 67 OF 2021

MEMO OF PARTIES

Satish Kumar Wadhwa s/o Sh. Gopal Das resident of House No. 2049,
Sector 48 C, Gurunanak Vihar Society, Chandigarh-160047.

....Complainant/Appellant

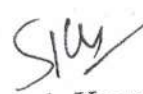
Versus

M/s Janta Land Promoters Pvt Ltd, SCO 39-42, Sector-82, SAS
Nagar Mohali

....Respondent

Place : Chandigarh

Dated: 13.9.2021


(Suresh Kumar) (Ajay Gupta)
Advocate

Counsel for the Appellant/Complainant



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**BEFORE THE HON'BLE REAL ESTATE APPELLATE
TRIBUNAL SECTOR-17 CHANDIGARH**

F A NO. 68 OF 2021

MEMO OF PARTIES

Pritam Kumar Saini son of Late Sh. Prem Krishan Saini, Resident of
House No. 1010, FF, Sector 68, SAS Nagar, Mohali Punjab.

....Complainant/Appellant

Versus

M/s Janta Land Promoters Pvt Ltd, SCO 39-42, Sector-82, SAS
Nagar Mohali

....Respondent

Place : Chandigarh
Dated: 13.9.2021

Suresh Kumar *Ajay Gupta*
(Suresh Kumar) (Ajay Gupta)
Advocate
Counsel for the Appellant/Complainant



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**BEFORE THE HON'BLE REAL ESTATE APPELLATE
TRIBUNAL SECTOR-17 CHANDIGARH**

F A NO. 69 OF 2021

MEMO OF PARTIES

Manjinder Singh Pannu son of Sh. Gurtek Singh Pannu resident of village Panouri, Tehsil Gharaunda, District Karnal, Haryana, presently residing at Flat No. 204/8, Sky Gardens, Sector-66 A, Mohali.

....Complainant/Appellant


Versus

M/s Janta Land Promoters Pvt Ltd, SCO 39-42, Sector-82, SAS Nagar Mohali

....Respondent

Place : Chandigarh

Dated: 13.9.2021


(Suresh Kumar) (Ajay Gupta)
Advocate

Counsel for the Appellant/Complainant



**BEFORE THE HON'BLE REAL ESTATE APPELLATE
TRIBUNAL SECTOR-17 CHANDIGARH**

F A NO. 70 OF 2021

MEMO OF PARTIES

Ravi Inder Singh son of Sh. Amrik Singh resident of House No. 190,
apartment Housing Board Colony, Urban Estate, Phase-1, PS
Division – 7, Jalandhar Punjab.

....Complainant/Appellant

Versus

M/s Janta Land Promoters Pvt Ltd, SCO 39-42, Sector-82, SAS
Nagar Mohali

....Respondent

Place : Chandigarh
Dated: 13.9.2021

SK *Aj*
(Suresh Kumar) (Ajay Gupta)
Advocate

Counsel for the Appellant/Complainant



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**BEFORE THE HON'BLE REAL ESTATE APPELLATE
TRIBUNAL SECTOR-17 CHANDIGARH**

F A NO. 71 OF 2021

MEMO OF PARTIES

Gurminder Kaur wife of Dr. Satwant Singh resident of House No. B-487/212, Tagore Street, College Road, Barnala, Punjab.

....Complainant/Appellant

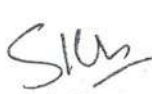
Versus

M/s Janta Land Promoters Pvt Ltd, SCO 39-42, Sector-82, SAS Nagar Mohali

....Respondent

Place : Chandigarh

Dated: 13.9.2021


(Suresh Kumar) (Ajay Gupta)
Advocate

Counsel for the Appellant/Complainant



A

**BEFORE THE HON'BLE REAL ESTATE APPELLATE
TRIBUNAL SECTOR-17 CHANDIGARH**

F A NO. 72 OF 2021

MEMO OF PARTIES

Mandeep Cheema d/o of Sh. B.S.Cheema, House no. 2004, Phase VII,
Sector 61, Mohali.

...Complainant/Appellant

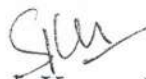

Versus

M/s Janta Land Promoters Pvt Ltd, SCO 39-42, Sector-82, SAS
Nagar Mohali

....Respondent

Place : Chandigarh

Dated: 13.9.2021

 
(Suresh Kumar) (Ajay Gupta)
Advocate

Counsel for the Appellant/Complainant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 74 of 2021
(Arising out of Complaint No. GC No. 1390 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, *through its General Manager*

...Appellant


VERSUS

1. Renu Sharma w/o Shri Ashok Kumar Sharma, R/o House No. 99-C, GH-10, Sunder Apartments, Paschim Vihar, West Delhi, Delhi - 110087.

2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, *through its chair person*

...Respondents

Dated: -15-4-21
Chandigarh


(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 77 of 2021
(Arising out of Complaint No. GC No. 1367 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Rohit Karol s/o Shri Subhash Chand Karol, R/o Karol House, UCO Building, The Mall, Shimla, Himachal Pradesh - 171001.
2. Punjab Real Estate Regulatory Authority, Sector 18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: - 16.09.2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 78 of 2021
(Arising out of Complaint No. GC No. 1319 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Ramandeep Singh, S/o Shri Bhagwan Singh, R/o B-V/1392, Ward No. 3, Thikriwala Road (Malwa House), Barnala, Punjab -148101.
2. Punjab Real Estate Regulatory Authority, Sector 18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: -16.09.2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 87 of 2021
(Arising out of Complaint No. GC No. 1366 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Ms. Mandeep Cheema w/o Shri B.S. Cheema, R/o House No. 2004, Phase-VII, Sector-61, Sahibzada Ajit Singh Nagar (Mohali), Punjab - 160062.
2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh.

...Respondents

Dated: -16.09.2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 73 of 2021
(Arising out of Complaint No. GC No. 1391 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Sapna Saini w/o Dr. Prashant Bahirani, R/o House No. A-6, Jhulelal Colony, Tarangang, Lashkar, Gwalior, Madhya Pradesh – 474001.
2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: -15-9-2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 75 of 2021
(Arising out of Complaint No. GC No. 1385 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, Through its General Manager.

...Appellant

VERSUS

1. Ravi Inder Singh s/o Shri Amrik Singh, R/o House No. 190, Apartment Housing Board Colony, Urban Estate, Phase-1, PS Division -7, Jalandhar, Punjab - 160047.

2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: -16-9-2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 76 of 2021
(Arising out of Complaint No. GC No. 1368 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Satish Kumar Wadhwa S/o Shri Gopal Das, R/o House No. 2049, Sector-48 C, Chandigarh - 160047.

2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh.

...Respondent

Dated: - 16.09.2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 79 of 2021
(Arising out of Complaint No. GC No. 1370 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, *through its General Manager.*

...Appellant

VERSUS

1. Naveen Kalotra s/o Shri P.R. Kalotra, R/o House No. 3125, Sector-71, SAS Nagar (Mohali), Punjab - 160071.

2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, *through its chair person.*

...Respondents

Dated: -15-9-21
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 80 of 2021
(Arising out of Complaint No. GC No. 1362 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, *Through its General Manager*

...Appellant

VERSUS

1. Jitin Chhabra S/o Shri Ved Parkash Chhabra, R/o B-XI/1033, Street No. 4, KC Road, Barnala, Punjab, 148101.

2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, *Through its chairperson*

...Respondents

Dated: -15-9-2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 81 of 2021
(Arising out of Complaint No. GC No. 1369 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Pritam Kumar Saini s/o Late Shri Prem Krishan Saini, resident of R/o House No. 1010, FF, Sector-68, S.A.S. Nagar (Mohali), Punjab – 140308.
2. Punjab Real Estate Regulatory Authority, Sector 18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: - 16.09.2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 82 of 2021
(Arising out of Complaint No. GC No. 1630 of 2020)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306 through its General Manager.

...Appellant

VERSUS

1. Inderjeet Kaur w/o Shri Ramandeep Singh, R/o Noor Hospital, Thikriwala Chowk, Barnala, Punjab - 148101.

2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: -15-9-2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



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IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 83 of 2021
(Arising out of Complaint No. GC No. 1634 of 2020)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Yashpal Singh Kundlas s/o Jaiveer Singh, R/o House No.1359/12, Phase-XI, Sahibzada Ajit Singh Nagar (Mohali), Punjab - 160062.
2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: - 15-9-2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 84 of 2021
(Arising out of Complaint No. GC No. 1631 of 2020)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General

Manager.

Appellant

VERSUS

1. Rajiv Goel s/o Romesh Chander Goel, R/o 204, 2nd Floor, Tower2, Sector-66 A, SAS Nagar (Mohali), Punjab - 160055.
2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: 15-9-2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 85 of 2021
(Arising out of Complaint No. GC No. 1632 of 2020)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Ajay Sharma s/o Prem Lal Sharma, R/o Flat No. 304, -Tower-7, Orchard County, Ansal API, Sector-115, SAS Nagar (Mohali) , Punjab.
2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: -15-9-2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 86 of 2021
(Arising out of Complaint No. GC No. 1364 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, *through its General Manager*

...Appellant

VERSUS

1. Kanuj Sharma s/o Shri J.C. Sharma, R/o House no. 198, Sarojini Colony, Yamuna Nagar, Haryana, 135001.

2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, *through its chairperson.*

...Respondents

Dated: -15-9-2021
Chandigarh

(Ranjit Singh *Kalra*) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 88 of 2021
(Arising out of Complaint No. GC No. 1384 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Manjinder Singh Pannu s/o Shri Gurtek Singh Pannu, R/o Village Panouri, Tehsil Gharaundha, Karnal , Haryana –132114.
2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh through its Chairperson.

...Respondents

Dated: -16-9-2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 89 of 2021
(Arising out of Complaint No. GC No. 1320 of 2019)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306, through its General Manager.

...Appellant

VERSUS

1. Gurminder Kaur w/o Dr. Satwant Singh, R/o B-12/487/2, Tagore Street, College Road, Barnala , Punjab, 148101.
2. Punjab Real Estate Regulatory Authority, Sector 18, Madhya Marg, Chandigarh, through its Chairperson.

...Respondents

Dated: - 16.09.2021
Chandigarh

(Ranjit Singh Kalra) Advocate
Counsel for the Appellant



IN THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL PUNJAB

RERA APPEAL NO. 125 of 2021
(Arising out of Complaint No. GC No. 0088 of 2021)

MEMO OF PARTIES

M/s. Janta Land Promoters Private Limited, Corporate Office, SCO No. 39-42, Sector-82, S.A.S. Nagar, Mohali – 140306 through its General Manager.


...Appellant

VERSUS

1. Ashok Kumar Vig S/o Late Sh. Amar Nath Vig, R/o House No. 318, Sector-17, HUDA Colony, Yamuna Nagar, Haryana, 135003.
2. Punjab Real Estate Regulatory Authority, Sector-18, Madhya Marg, Chandigarh, through its Chairman.

...Respondents

Dated: - 16-12-21
Chandigarh

(Ranjit Singh ) Advocate
Counsel for the Appellant



REAL ESTATE APPELLATE TRIBUNAL, PUNJAB, AT CHANDIGARH

Date of Decision: 21.04.2022

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|---|---|
| APPEAL NO. 65 OF 2021 RAMANDEEP SINGH VERSUS M/S JANTA LAND PROMOTERS PVT. LTD. | APPEAL NO. 66 OF 2021 ROHIT KAROL VERSUS M/S JANTA LAND PROMOTERS PVT. LTD |
| APPEAL NO. 67 OF 2021 SATISH KUMAR WADHWA VERSUS M/S JANTA LAND PROMOTERS PVT. LTD | APPEAL NO. 68 OF 2021 PRITAM KUMAR SAINI VERSUS M/S JANTA LAND PROMOTERS PVT. LTD |
| APPEAL NO. 69 OF 2021 MANJINDER SINGH PANNU VERSUS M/S JANTA LAND PROMOTERS PVT. LTD | APPEAL NO.70 OF 2021 RAVI INDER SINGH VERSUS M/S JANTA LAND PROMOTERS PVT. LTD |
| APPEAL NO. 71 OF 2021 GURMINDER SINGH VERSUS M/S JANTA LAND PROMOTERS PVT. LTD | APPEAL NO. 72 OF 2021 MANDEEP CHEEMA VERSUS M/S JANTA LAND PROMOTERS PVT. LTD |
| APPEAL NO. 74 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS RENU SHARMA AND ANR. | APPEAL NO. 77 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS ROHIT KAROL AND ANR. |
| APPEAL NO. 78 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS RAMANDEEP SINGH AND ANR. | APPEAL NO. 87 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS MANDEEP CHEEMA AND ANR. |
| APPEAL NO. 73 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS SAPNA SAINI AND ANR. | APPEAL NO. 75 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS RAVI INDER SINGH AND ANR. |
| APPEAL NO. 76 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS SATISH KUMAR WADHWA AND ANR. | APPEAL NO. 79 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS NAVEEN KALOTRA AND ANR. |
| APPEAL NO. 80 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS JITIN CHHABRA AND ANR. | APPEAL NO. 81 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS PRITAM KUMAR SAINI AND ANR. |
| APPEAL NO. 82 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS INDERJEET KAUR AND ANR. | APPEAL NO. 83 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS YASHPAL SINGH KUNDLAS AND ANR. |
| APPEAL NO. 84 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS RAJIV GOEL AND ANR. | APPEAL NO. 85 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS AJAY SHARMA AND ANR. |
| APPEAL NO. 86 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS KANUJ SHARMA AND ANR. | APPEAL NO. 88 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS MANJINDER SINGH PANNU AND ANR. |
| APPEAL NO. 89 OF 2021 JANTA LAND PROMOTERS PVT. LTD. VERSUS GURMINDER KAUR AND ANR. | APPEAL NO. 125 OF 2021 M/S JANTA LAND PROMOTERS PVT. LTD. VERSUS ASHOK KUMAR VIG & ANOTHER |



**CORAM: JUSTICE MAHESH GROVER (RETD.), CHAIRMAN
SH. S.K GARG DISTRICT AND SESSIONS JUDGE (RETD.)
ER. ASHOK KUMAR GARG, C.E. (RETD.), MEMBER
(ADMINISTRATIVE/TECHNICAL)**

-*-

Argued by: - Mr. Ranjit Singh Kalra, Adv. for the promoter/JLPL.

Mr. Suresh Kumar, Advocate for the complainant/ allottee.

JUDGMENT: (*Justice Mahesh Grover (Retd.)*)

1. By this order we will dispose of set of appeals mentioned above, since the dispute is confined to a narrow compass and common to all.
2. The appellant (hereinafter referred to as the allottee) in Appeal No.65 of 2021 has claimed that the respondent (hereinafter referred to as the promoter), could not justifiably demand any additional amount over and above the one envisaged in the original price and demanded on the premise that the super area of the unit had increased more than the one promised.

The promoter, in some of the appeals stated that in the allotment letter, no measurement of the area was specified and it was defined as tentative, which would justifiably entitle him to demand additional amount on account of the increased area.



4. Reliance was placed on Clause 2.6 (in some of the agreements it is stated to be Clause 2.5). Be that as it may, the clause is identical and extracted herebelow: -

“2.6 The above price is tentative and subject to variation with reference to the actual measurement of the allotted Apartment and balance if any is to be deposited within 30 days of demand.

5. The Real Estate Regulatory Authority, Punjab (hereinafter referred to as the Authority), before whom the complaint was filed held the demand to be unfair and unwarranted but went on to observe that wherever the allottees had paid the amount, they would not be entitled to any relief of refund etc. as they had clearly accepted the increased price and also held that those who had not made the payment were not liable to do so.
6. Before commencing upon to unravel the challenge in the appeals, we may notice that the order and the controversy is akin to all even though there may be variation in facts regarding the date of allotment/offer of possession etc. but that does not alter the crux of the controversy, which we have noticed in the forgoing paragraphs and therefore, the reasoning that we propose to give will govern all the accompanying appeals as well.



7. The promoter has also filed either cross appeals in the ones preferred by the allottees or separate appeals primarily questioning the order on following grounds:-

- a. The finding of the Authority regarding the demand being unjust and unenforceable in the case of those allottees, who had not made the payment is erroneous.
- b. The challenge by the allottees had been raised belatedly.
- c. A reading of the complaint indicates no specific challenge to the demand but merely a violation of Section 14 of the Act.
- d. The challenge in the complaint is limited only to violation of Section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act), which is not substantiated from the material on record.
- e. If that be so, then no proceedings under the RERA, Act could be attracted to the facts of the case.
- f. In this eventuality all the orders deserve to be declared a nullity and not binding upon the promoter.

8. It is pertinent to bring on record that the Authority vide its common order dated 18.06.2021 (in eighteen complaints, out of which seventeen pertain to all the above appeals except Appeal No. 125 of 2021) and vide its order dated 08.10.2021 (in the complaint pertaining to Appeal No. 125 of 2021) has not only held the promoter's demand for increased payment on account of alleged increase in super area as unjustified but also held him liable to pay interest to the complainants-allottees for delay in



possession. The promoter-appellant, in Appeals No. 78, 77, 76, 81, 88, 75, 89 & 87 of 2021 (arising out of the order dated 18.06.2021 of the Authority in the complaints against which eight allottees-complainants have also filed Appeals No. 65 to 72 of 2021), has sought the relief of setting aside only one of the above mentioned two directions of the Authority regarding allowing interest for delay in possession. However, in the remaining ten appeals bearing Appeals No. 73, 74, 79, 80, 82 to 86 & 125 of 2021, the promoter-appellant has sought the relief of setting aside the entire order of the Authority, regarding the promoter's demand on account of alleged increase in super area as well as regarding payment of interest for delay in possession.

9. We have heard learned counsel for the parties at some length and are of the opinion that the appeals by the allottees deserve to be accepted, while those of the promoter have to be negated.
10. The argument of the promoter, that the complaints were raised belatedly is not substantiated from any material on record. In the Appeal No.65 of 2021, even though the allotment was made in the year 2014,



according to which agreed date of possession was 16.05.2017, the offer of possession was made on 20.06.2019 but before that in 2018, itself, a demand was raised through Annexure A-3 on 20.06.2018. The complaint was filed on 14.06.2019. In the related appeals also no such inordinate delay was pointed out that could prejudicially affect the outcome of such appeals.

11. We need to emphasize here, once again at the cost of repetition that these dates may vary from case to case but no case has been brought to our notice, where it can be said that there was inordinate delay in raising the dispute before the Authority. We therefore, do not agree with the learned counsel for the promoter in this regard.
12. An argument was raised that the allotment letter did not indicate the specifics of the area of the unit and merely mentioned the price to be tentative. Thus according to the promoter no cause would accrue to the allottee to agitate against the demand of additional price on account of the increased area, as it was never given out in the allotment letter and the price and the area was tentative.



13. However, the learned counsel for the promoter was unable to reply satisfactorily to our query, as to how the price was worked out, if an area of a unit remained unspecified.
14. There could yet have been some force, whether acceptable or not in such a plea, had the developer not raised a demand upon the allottee through Annexure A-3 by giving out the specifications of the proposed allotted unit and the increased area, as also the additional amount to be paid. For the purpose of reference relevant extract from the Annexure A-3 is as below:-.

“ We wish to draw your kind attention to Clause No.2.6 of Allotment Letter. Consequent to final construction/ completion of apartments, it is informed that the Super Area of your apartment has increased by 86 sq. ft. implying thereby that the final super area of the apartment now stands at 1431 sq. ft. Exclusive premium Sky Deck and Tower Entrance Reception area attributes to the increase in Super Area which erroneously got left out while computing the Super Area of 1345 Sq. ft.

Since the basic price of your apartment at the time of booking/allotment was fixed as Rs.39,00,000/- for super area of 1345 sq. ft. Thus the rate comes to Rs.2900/- per sq. ft. and with the said increase in area, additional increased price now becomes Rs.2,49,400/-”



15. Having given out the specifications himself, it does not lie in the mouth of the promoter now to state that the price and the area was tentative as no area was mentioned. Besides, the brochure gives out the built up area as 1164 Sq. Ft. or 108.13 Sq. Mts. with Super Area 1345 Sq. Ft. or 124.95 Sq. Mts. This corresponds to the calculation given in Annexure A-3, thereby justifying the stand of the allottee in this regard.
16. An argument was then raised by the learned counsel for the developer that no such challenge qua additional demand was made in the complaint indicating an acquiescence, which should be taken as an estoppel against the allottee to raise such a plea. The only challenge was to violation of Section 14 of the Act.
17. We have perused the complaint and notice that it clearly questions this additional demand on account of the increased area of 86 sq. ft. with a specific prayer to restrain the promoter from demanding this amount. The argument of the developer therefore, is meaningless and contrary to record.
18. Likewise, the argument that there has been no violation of Section 14 of the Act and that would render the complaint outside the purview of the RERA Act is without substance. Even if it is pleaded by



allottee that there is a violation of Section 14, without there being any corresponding supportive material or a finding by the Authority in this regard, it would be insignificant considering the simple prayer of the allottee of the unfairness of the demand, in excess of the actual measurement of the promised unit.

19. The learned counsel for the respondent/promoter very strenuously argued that the reply and the written submissions regarding non-violation of Section 14 of the Act has not been dealt with by the Authority. He has referred to his reply and written submission to contend so. Besides, it is argued that the entire breakup of the increased area has been detailed in the reply, which has not been considered.
20. To accept the argument of the learned counsel for the developer, that specification of the area was not given and that there was no violation of Section 14 of the Act would be to give a safe passage to a defaulting promoter. The spirit of Section 13 and 14 clearly lays down the obligation of a promoter to give details of the works, such as the particulars of development of the project, including the construction or building and apartment along with specifications, besides other factors mentioned in Section 13(2), in fact Section



13(2) obligates a promoter to give specifications not only of the proposed unit but also the entire project so as not to take the allottee unawares. Likewise Section 14 obligates the developer not to alter anything that has been promised and given out as specifics in compliance of Section 13, unless the allottee is made aware of it.

21. Looking at the facts of the present case, if the developer did not specify the actual area of the dwelling unit, then he was clearly in violation of the provisions of law and to put the onus on the allottee in the set of present circumstances to establish a violation of Section 14 would be unsustainable for, it is the promoter who has violated Section 13 of the Act as is apparent from his argument and the documents on record.
22. Therefore the argument that on the failure of the allottee to establish violation of Section 14 of the Act, would liberate the promoter from the consequences of the Act is an argument that we record to be far-fetched. Besides the main issue centers around the unfairness of the demand related to an increased super area, which was impermissible.



23. We have perused the reply and in fact this argument cuts into the very case of the developer. What has been mentioned in the reply is the calculation leading to increase in super area and not the actual area of the apartment.
24. The record rather reveals that it is not even remotely related to the actual area of the unit but relates to the super area. The entire reply of the appellant to the complaint indicates such calculations regarding super area and to demand an additional amount for it would be a course, clearly impermissible and thus the Authority was right in observing so but faltered in holding that those who had made the payment would be entitled to the benefit of such a finding and consequently disentitle to a refund, while those who had not paid were liberated of the demand.
25. This to our minds is unsustainable. Once the unjustness of the demand has been recorded as a conclusion, there cannot be any artificial distinction in the matters of grant of relief between those who were compliant and those who were not. We are thus of the opinion that a uniform yardstick needs to be applied and the finding of the Authority deserves to be set aside on this score.



26. In conclusion, the allottees who had made the payment would be entitled to refund of the amount paid along with interest at the prescribed statutory rate envisaged in the Act and the Rules, while those who had not paid would not be obliged to satisfy the demand of the developer in this regard.
27. There is no substance in the written contentions of the promoter-appellant, in his all the 18 appeals bearing Appeal Nos. 73 to 89 & 125 of 2021, seeking relief of setting aside the direction of the Authority, whereby the promoter has been held liable to pay interest for delay in possession. Moreover, during the arguments before this Tribunal, the learned counsel for the promoter-appellant has not pressed for such relief.
28. The appeals of the allottees are allowed as above and while those of the developer/promoter are rejected.
29. File be consigned to record room and a copy of this order be communicated to the parties as well as to the Real Estate Regulatory Authority, Punjab

Certified To Be True Copy

Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

13/05/2022



JUSTICE MAHESH GROVER (RETD.)
CHAIRMAN

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

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

April 21, 2022

AN