

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

Subject: -

APPEAL NO. 29 of 2024

Jaspal Kaur W/o Ravinder Singh, Residence of House No.466,
Model Town, Bathinda, Punjab-151001

...Appellant

Versus

1. The Chief Administrator, Bathinda Development Authority, PUDA Complex, Bhagu Road, Bathinda, Punjab-151001
2. Estate Officer, PUDA, Bathinda, PUDA Complex, Bhagu Road, Bathinda, Punjab-151001

....Respondent

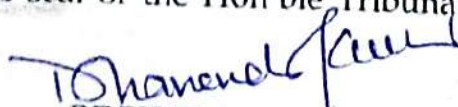
Memo No. R.E.A.T./2024/ 342

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 for be uploading the same on website.

Given under my hand and the seal of the Hon'ble Tribunal this 30th
day of August, 2024.


REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB



1.

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,
PUNJAB AT SECTOR 17 - B, CHANDIGARH

APPEAL NO. 29/2024
ARISING OUT OF GC NO. 0244/2022

IN THE MATTER OF:

MS. JASPAL KAUR

... APPELLANT

versus

THE CHIEF ADMINISTRATOR, BATHINDA DEVELOPMENT
AUTHORITY & ANOTHER

... RESPONDENTS

MEMO OF PARTIES

1. Jaspal Kaur, W/O Ravinder Singh,
Resident of: House No. 466, Model Town,
Bathinda, Punjab, 151 001
M: 8360380893, E: vipuljoshi.adv@gmail.com
Having AADHAAR No. 3149 6119 7799.

... APPELLANT

versus

1. The Chief Administrator,
Bathinda Development Authority,
PUDA Complex, Bhagu Road,
Bathinda, Punjab - 151001.
2. Estate Officer, PUDA, Bathinda,
PUDA Complex, Bhagu Road,
Bathinda, Punjab - 151 001.

RESPONDENTS

FILED THROUGH:

VIPUL JOSHI | PRASHANT KUMAR KAPILA
D-2386-2015 P-3576-2018

ADVOCATES FOR THE APPELLANT

HOUSE NO. 1072, SECTOR - 36 C, CHANDIGARH - 160 036

E: vipuljoshi.adv@gmail.com | M: 9619 281 285

Chandigarh

20.02.2024



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

APPEAL NO. 29 of 2024

Jaspal Kaur W/o Ravinder Singh, Residence of House No.466,
Model Town, Bathinda, Punjab-151001

...Appellant

Versus

1. The Chief Administrator, Bathinda Development Authority, PUDA
Complex, Bhagu Road, Bathinda, Punjab-151001
2. Estate Officer, PUDA, Bathinda, PUDA Complex, Bhagu Road,
Bathinda, Punjab-151001

....Respondent



Present -

Mr. Vipul Joshi, Advocate for the appellant.

Mr. Bhupinder Singh, Advocate along with Mr. Balwinder
Singh, Advocate for respondent

**QUORUM: SH. S.K. GARG DISTT. & SESSIONS JUDGE (RETD.),
MEMBER (JUDICIAL)
DR. SIMMI GUPTA, IRS (IT), CHIEF COMMISSIONER OF
INCOME TAX (RETD.)**

**JUDGMENT: DR. SIMMI GUPTA, IRS (IT), CHIEF
COMMISSIONER OF INCOME TAX (RETD.) (ORAL)**

ISSUE IN DEFAULT

APPEAL No.29 OF 2024

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1. The appellant/complaint has claimed refund of the interest amount of Rs.15,10,324/- with interest on the basis that the interest has been charged arbitrarily by the respondents for the moratorium period without completion of development works.
2. The appellant/complainant has claimed interest upon the entire investment of Rs.3 Crores on account of delay of 2 years 3 months and 24 days in completion of the development works under Section 18 of the RERA Act, 2016 read with Rule 16 and Rule 36 of the Punjab RERA Rules, 2017.
3. The appellant/complainant has claimed that the Order of RERA (herein known as Authority), be set aside and above relief be granted.

TIMELINE

Date of Transfer	Name	Property Details
01.12.2015	Mr. Varinder Singh S/o Mr Ranbir Singh	Purchased SCO No.44, measuring 177.77 Sq. yards in Civil Station, Near Power House Road, BTI via auction paid 20% amounting to Rs.31,46,610/- along with cancer cess of 2% amounting to Rs.3,14,653/-
01.12.2015		Allotment Letter No.6847 was issued along with a purchase schedule.
03.10.2017	Mr. Varinder Singh transferred	Mr. Varinder Singh transferred the SCO in the name of Mr.



	the SCO to Mr. Ranbir Singh	Ranbir Singh vide letter No.2377, dated 03.10.2017
25.05.2021	Mr. Ranbir Singh transferred the SCO to the present appellant complainant	Mr. Ranbir Singh transferred the SCO to the present appellant complainant vide Letter no.1872 dated 25.05.2021

ARGUMENTS OF THE APPELLANT

1. The Appellant-complainant has argued that the possession as per the allotment letter was to be delivered within 90 days from the date of allotment letter dated 01.12.2015 that is on or before 01.03.2016 and the respondents were bound to complete the development work by 01.03.2016.
2. The complainant has relied upon the decision of the **Hon'ble Punjab and Haryana High Court dated 22.11.2016 in CWP No.4108 of 2016**, to claim that interest cannot be charged until completion of development works. The complainant has also relied upon the letter dated 14.0.2018 issued to another allottee of the same project that is Dr. Leela Gupta, stating that the Civil and Public Health Works were completed on 16.06.2017 and electric work on 28.04.2017 and whole of the electricity supply was made available on 19.10.2017. On the basis of these dates the appellant-complainant has claimed that as the development works were not completed by due date i.e. 01.03.2016 therefore, the charging of interest amounting to Rs.15,10,324/-, during the moratorium



period, was illegal and against the judgement of Hon'ble Punjab and Haryana High Court in CWP No.4108 of 2016.

3. The possession was delivered after the completion of the development works on 25.06.2018 vide Occupation Letter No.2380 dated 25.06.2018 and therefore, the complainant-appellant has asserted that the complaint could not utilize the SCO acquired by her due to the fault of the respondents till 25.06.2018, despite investments and thus is entitled to interest against delay on this basis. The complainant has claimed compensation for the svere mental agony and harassment, litigation expenses, wastage of precious time and energy.
4. The complainant has relied upon the decision in the case of **Dr. Leela Gupta Vs. Bathinda Development Authority passed on 12.05.2021 by the Authority and the decision of Hon'ble Punjab and Haryana High Court** in the same decision. The complainant has also relied upon the PUDA Policy dated 30.12.2015 stating that no interest shall be charged from the allottees during the development period i.e. till the site is ready for the possession.
5. Thus, relying upon the decision of the Hon'ble Punjab and Haryana High Court in the case of Leela Gupta, the applicant has claimed that the basic development work had not been completed till 16.06.2017 as possession without basic amenities serves no purpose. On this basis the applicant has claimed the reliefs, as per her Appeal.

ARGUMENTS OF THE RESPONDENTS

1. The respondent has relied upon the decision of the **Hon'ble Supreme Court in the Civil Appeal No.6239/2019 of Wing**



Commander Arifur Rahman Khan and Aleya Sultana and Others Vs DLF Southern Homes Pvt. Ltd and Others decided on 24.08.2020 as per which the Hon'ble Supreme Court in Para No.38 has stated as under:- (reproduced for ready reference)

38 Similarly, the three appellants who have transferred their title, right and interest in the apartments would not be entitled to the benefit of the present order since they have sold their interest in the apartments to third parties. The written submissions which have been filed before this Court indicate that "the two buyers stepped into the shoes of the first buyers" as a result of the assignment of rights and liabilities by the first buyer in favour of the second buyer. In *HUDA v. Raje Ram*²², this Court while holding that a claim of compensation for delayed possession by subsequent transferees is unsustainable, observed that:

"7. Respondents in the three appeals are not the original allottees. They are re-allottees to whom re-allotment was made by the appellant in the years 1994, 1997 and 1996 respectively. They were aware, when the plots were reallocated to them, that there was delay (either in forming the layout itself or delay in delivering the allotted plot on account of encroachment etc). In spite of it, they took re-allotment. Their cases cannot be compared to cases of original allottees who were made to wait for a



decade or more for delivery and thus put to mental agony and harassment. They were aware that time for performance was not stipulated as the essence of the contract and the original allottees had accepted the delay." Even if the three appellants who had transferred their interest in the apartments had continued to agitate on the issue of delay of possession, we are not inclined to accept the submission that the subsequent transferees can step into the shoes of the original buyer for the purpose of benefiting from this order. The subsequent transferees in spite of being aware of the delay in delivery of possession the flats, had purchased the interest in the apartments from the original buyers. Further, it cannot be said that the subsequent transferees suffered any agony and harassment comparable to that of the first buyers, as a result of the delay in the delivery of possession in order to be entitled to compensation.



On this basis, the Hon'ble Apex Court, has not allowed any compensation to the allottees who have stepped into the shoes of the appellants but had sold their right title and interest without prejudice to above.

2. The respondent has also relied upon the sanction plan approved by PUDA on 21.12.2016 allowing the original allottee to apply for water connection, sewerage connection and other formalities and also undated Completion Certificate stating therein that the work

has been completed as per the sanctioned plan, thus showing that the possession was with the allottee and there was no delay.

DECISION

1. We have considered the facts of the case. The complainant-appellant is not the original allottee and as such has not suffered any mental agony, harassment or wastage of precious time as claimed by the claimant. At the time the complaint has invested in the site it was already rented out by the second owner and duly completed. Complainant was well versed of the circumstances at the time she purchased the site. Further the complainants reliance upon the decision in the case of Leela Gupta would not help the case as the order is not in the case of the claimant and as per Page 10 of the Order Para 17 the Hon'ble High Court as commented *"merely physical possession without any basic amenities would serve no purpose as to carry out the construction work and commercial activity over the site in question the respondent required all necessary basic amenities"*. In the case of the applicant prior allottee it is seen that the construction activity after sanction of the plot and receipt of the possession of the plot has duly been carried out which would not have been possible without the basic amenities. The RERA Authority has also taken into account the fact that there has been a lapse of more than 4 years in filing the complaint after giving the property on rent and though there is no limitation involved as per the RERA Act, however, a reasonable time of limitation has to be put in place to give finality to the contract between the allottee and the promoter viz-a-viz the terms and conditions of allotment. The claim of the appellant for acts done in



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2015-16 and after that taking over possession, applying for sanction of building plan, constructing the unit and then transferring the plot, and further renting it out, shows that lot of water has flown under the bridge subsequently. The benefits claimed by the complainant-appellant are thus not admissible. The order of the Authority is therefore confirmed and the appeal is hereby dismissed.

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

Sd/-
DR. SIMMI GUPTA, IRS (IT)
CHIEF COMMISSIONER OF INCOME TAX (RETD.)
MEMBER (TECH./ADMN.)

Certified To Be True Copy

[Signature]
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

[Signature]
30/08/2024

August 29, 2024
SR

