BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.236 of 2019
Date of Decision: 21.01.2020

M/s MAPSKO Builders Pvt. Ltd.

Corporate Office:

Baani The Address, 6th Floor, No.1 Golf Course Road, Sector 56 Gurugram-122011.

Registered Office:

52, North Avenue Road, Punjabi Bagh (West), New Delhi-110026.

Appellant

Versus

Satya Prakash, # 39/6, Hans Parkh, Near A Block, Palam Vihar, Gurugram.

Respondent

CORAM:

Justice Darshan Singh (Retd.)	Chairman
Shri Inderjeet Mehta	Member (Judicial)
Shri Anil Kumar Gupta	Member Technical)

Present: Shri Akshat Mittal, Advocate, learned counsel for the appellant.
Shri Abhay Jain, Advocate, ld. counsel for the respondent.

ORDER:

JUSTICE DARSHAN SINGH (Retd.) CHAIRMAN:

The present appeal has been preferred against the order dated 14.02.2019 passed by the learned Haryana Real Estate Regulatory Authority, Gurugram (hereinafter called 'the Authority'), vide which the complaint bearing No.884 of

2018 filed by the respondent/allottee was disposed of with the following directions: -

> *"i. The respondent is directed to pay the interest at the prescribed rate i.e. 10.75% for every month of delay from the due date of possession w.e.f. 20.05.2017 till date of offer of possession.*
>
> *ii. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and thereafter monthly payment of interest till offer of possession shall be paid on or before 10th of subsequent month.*
>
> *iii. The respondent is directed to adjust the payment of delayed possession charges towards dues from the complainant, if any."*

2. The respondent/allottee has filed the complaint for giving directions to the appellant/promoter to refund the full amount deposited by him alongwith interest at the rate of 21% per annum on the ground that the appellant/promoter has violated the terms and conditions of the Flat Buyer's Agreement and has not been able to deliver the possession of the unit within the stipulated period.

3. The said complaint was contested by the appellant/promoter by filing written reply, wherein the pleas raised in the complaint were controverted. It was further pleaded that the appellant/promoter shall endeavour to

complete the construction of the flat within a period of 48 months with grace period of six months from the date of signing the agreement. It was further pleaded that the structure work of all the towers in the project was complete. The brick work and internal plaster work is in final stage and finishing work is going on and the appellant/promoter shall be able to offer the possession of the flat within few months. All other pleas raised in the complaint were refuted.

4. On appreciation of the contentions raised by the learned counsel for the parties and evaluating the documents placed on the record, the learned Authority vide impugned order dated 14.02.2019 disposed of the complaint filed by the respondent/allottee with the directions reproduced in the upper part of this judgment.

5. Aggrieved with the aforesaid order dated 14.02.2019, the present appeal has been preferred by the appellant/promoter.

6. It is pertinent to mention here that the appellant/promoter has deposited the entire amount payable to the allottee, as imposed by the learned Authority in the impugned order, to comply with the provisions of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter called 'the Act').

7. We have heard Shri Akshat Mittal, Advocate, learned counsel for the appellant; Shri Abhay Jain, Advocate, learned counsel for the respondent and have carefully gone through the record of the case.

8. Shri Akshat Mittal, learned counsel for the appellant has contended that the learned Authority had no jurisdiction to entertain the complaint as the complaint filed by the respondent/allottee was for refund of the amount deposited by him. He further contended that the learned Authority was not competent to grant the delayed interest as per the provisions of Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter called 'the Rules'), as the provisions of the Act are not retrospective as Flat Buyer's Agreement was entered into between the parties on 20.11.2012.

9. He further contended that the delay in completion of the project has occurred due to force majeure i.e. reasons beyond the control of the appellant/promoter. Learned counsel for the appellant further stated that at present the finishing work is going on and possession of the flat is likely to be offered shortly. With these contentions, learned counsel for the appellant pleaded that the impugned order passed by the learned Authority is not sustainable.

10. On the other hand, Shri Abhay Jain, learned counsel for the respondent contended that the respondent has made the statement that he does not press any claim for refund and compensation. He is only pursuing the case for grant of interest on delayed possession and for delivery of possession.

11. He further contended that the provisions of the Act are retroactive and are applicable to the pending transactions. The project in question is ongoing project as the possession has not been still offered to the respondent. So, the learned Authority has rightly awarded the interest for delayed possession as per Rule 15 of the Rules, 2017. He further contended that the appellant/promoter will be responsible for the delay in the completion of the project and he cannot take the shelter of the force majeure clause, as pleaded by the learned counsel for the appellant. Thus, he pleaded that the order passed by the learned Authority is perfectly legal and valid.

12. We have duly considered the aforesaid contentions.

13. It is pertinent to mention at the very outset that the respondent/allottee has made the following statement: -

> "*That the respondent/allottee does not claim the relief of refund and compensation in this case and*

only pursues the relief regarding interest. The remaining relief sought in the complaint may be deemed to have been given up."

14. In view of the aforesaid statement, the allottee is only claiming the interest for delayed possession and he is not claiming any relief regarding refund and compensation. It is settled principle of law that the appeal is the continuation of the suit and the statement made by the respondent/allottee today before this Tribunal will relate back to the very institution of the complaint. So, the fact remains that the respondent/allottee is only claiming the interest for delayed possession.

15. The plea raised by the learned counsel for the appellant that the learned Authority had no jurisdiction to deal with the complaint filed by the respondent/allottee, is without any substance in view of the fact that the respondent is pursuing the case only for grant of interest of delayed possession and for delivery of possession. In Appeal No.74 of 2018 titled as "Ramprastha Promoters and Developers Pvt. Ltd. Vs. Ishwer Chand Garg" decided on 29.07.2019, we have dealt with the issue as to whether the learned Authority can deal with the complaint with respect to the grant of interest for delayed possession or not. We have taken into consideration all the relevant provisions of the Act and the rules. Our observations were as under: -

"39. Section 11(4)(a) of the Act provides that the promoter shall be responsible to fulfil the obligation towards the allottee as per the terms and conditions of the agreement for sale. Once this obligation has been incorporated in the substantive provision of the Act, its non-compliance may invite the violation of the provision of the Act. As per section 34(f) the Authority is competent to ensure the compliance of the obligations casted upon the promoter under this Act and the Rules and Regulations made thereunder. As per section 11(4)(a) it is the statutory obligation of the promoter to fulfil his obligations and responsibilities towards allottee as per agreement for sale. So, the Ld Authority can enforce the compliance of said obligations under section 34(f), which are not expressly prohibited to be taken cognizance of by the Authority under the Act and the rules made thereunder. There is no dispute with the proposition of law that rules are the subordinate legislation but when there is a vacuum in the Act the rules may supply the gap. The rules framed by the Government regarding inter-se jurisdiction of the Authority and the Adjudicating Officer are not contradictory to the Act. Thus, for awarding the interest under section 18(1) of the Act due to non-fulfilment of the obligations/responsibilities as per the terms and conditions of the agreement by the promoter, the Authority will be competent to award interest simplicitor by taking the aid of the provision of section 11(4)(a), 34(f) and 37 of the Act.

40. Section 38 of the Act reads as under: -

"38. Powers of Authority. -

(1) The Authority shall have powers to impose penalty or interest, in regard to any contravention of obligations cast upon the promoters, the allottees and the real estate agents, under this Act or the rules and regulations made thereunder.

(2) The Authority shall be guided by the principles of natural justice and, subject to the other provisions of this Act and the rules made thereunder, the Authority shall have powers to regulate its own procedure.

(3) Where an issue is raised relating to agreement, action, omission, practice or procedure that—

(a) has an appreciable prevention, restriction or distortion of competition in connection with the development of a real estate project; or

(b) has effect of market power of monopoly situation being abused for affecting interest of allottees adversely,

then the Authority, may suomotu, make reference in respect of such issue to the Competition Commission of India."

41. The aforesaid provision of law also empowers the Authority to impose penalty or interest in respect of any contravention of obligations casted upon the promoter, allottee and real estate agent under this Act and Rules and Regulation made thereunder. As already discussed the obligations/responsibilities of the promoter towards the allottee as per the terms and conditions of the agreement are also the statutory obligation in view of section 11(4)(a) of the Act. The Hon'ble Bombay High Court in ***Neelkamal's Case (supra)*** *has laid down as under:-*

"Insofar as Section 38 is concerned, the Authority is empowered to impose penalty or interest in

respect of contravention of obligations cast upon the promoter/allottees under the Act or the Rules and the Regulations made thereunder. Thus, the Authority can also impose penalty or interest on the allottees for contravention of the obligations cast upon them. ***At the same time, the Authority can impose penalty or interest on the promoter on account of contravention of obligations cast upon him."***

Even, in view of the aforesaid observations of Hon'ble Bombay High Court in ***Neelkamal's case (supra),*** *the Authority is empowered to impose interest for non-compliance thereof by virtue of section 38 of the Act.*

42. xxx

43. We have duly considered these contentions but we are unable to persuade ourselves to accept the same. The proviso to Section 18(1) only comes into play where the allottee does not intend to withdraw from project. Meaning thereby he wishes to remain associated with the project with a hope to obtain the possession of the apartment, plot or building. As per Section 34 of the Act it is the function of the authority to regulate the real estate projects. Once the allottee chooses to continue with the project the role of the authority to regulate the project and to ensure the delivery of possession within the stipulated period assumes significance. No doubt in the proviso to Section 18(1) of the Act the interest payable for delay in handing over the possession is at such rate as may be prescribed but that will not oust the jurisdiction of the authority to award

interest to the allottee in case there is delay in handing over the possession. There cannot be two separate forums i.e. one for regulating the development of real estate project and another forum to award interest for delayed possession as both these aspects are closely interlinked and interwoven. The regulation of the real estate project and to ensure the delivery of the possession within stipulated time remains the primary factor once the allottee chooses to continue with the project and this function can only be performed by the authority under Section 34 of the Act. So, consequential event i.e. payment of interest in case of delayed delivery of possession should also be dealt with by the authority.

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49. Thus, keeping in view our discussion we are of the considered prima facie view that the Ld Authority is competent to deal with the complaints where the claim is only for grant of interest simplicitor due to delay in delivery of possession. There is prima facie no express or implied prohibition to the Authority to entertain such matters. Thus, there is no reason to conclude that the impugned orders passed by the Ld Authority are prima facie without jurisdiction."

16. In para No.49 of the order reproduced above, we have mentioned the prima facie view just for caution as that

order was passed for deciding the application for waiver of the condition of pre-deposit, but even on merits, we have no reason to differ with the observations reproduced above. Consequently, the learned Authority was fully competent to deal with the complaint filed by the respondent/allottee.

17. We found substance in the plea raised by learned counsel for the respondent that the provisions of the Act are retroactive in nature. It is not disputed that the project in dispute is ongoing project as the possession is yet to be offered to the allottees.

18. The question regarding applicability of the Act and the Rules made thereunder to the pre-RERA agreements was also taken note of by the **Hon'ble Bombay High Court** in **Neelkamal Realtors Suburban Pvt. Ltd. And anr. Vs. Union of India and others 2018(1) RCR (Civil) 298 (DB)**. It was laid down as under: -

> *"121. The thrust of the argument of the learned counsel for the petitioners was that provisions of Sections 3(1), 6, 8, 18 are* ***retrospective/retroactive*** *in its application. In the case of* ***State Bank's Staff Union V. Union of India and ors., [(2005) 7 SCC 584],*** *the Apex Court observed in paras 20 and 21 as under: -*
>
> > *"20. Judicial Dictionary (13th Edn.) K.J. Aiyar, Butterworth, p. 857, state that the word "**retrospective**" when used with reference to an enactment may mean (i) affecting an existing contract; or (ii) reopening up of past, closed and completed transaction; or (iii)*

*affecting accrued rights and remedies; or (iv) affecting procedure. Words and Phrases, Permanent Edn., Vol. 37-A, pp. 224-25, defines a "**retrospective** or **retroactive law**" as one which takes away or impairs vested or accrued rights acquired under existing laws. A **retroactive law** takes away or impairs vested rights acquired under existing laws, or create a new obligation, imposes a new duty, or attaches a new disability, in respect to transaction or considerations already past.*

*21. In Advanced Law Lexicon by P. Ramanath Aiyar (3rd Edition, 2005) the expressions "**retroactive" and "retrospective**" have been defined as follows at page 4124 Vol.4:*

*"**Retroactive-Acting** backward; affecting what is past. (Of a statute, ruling, etc.) extending in scope or effect to matters that have occurred in the past. Also termed **retrospective.** (Blacks Law Discretionary, 7th Edn. 1999) '**Retroactivity'** is a term often used by lawyers but rarely defined. On analysis it soon becomes apparent, moreover, that it is used to cover at least two distinct concepts. The first, which may be called '**true retroactivity'**, consists in the application of a new rule of law to an act or transaction which was completed before the rule was promulgated. **The second concept, which will be referred to as 'quasi-retroactivity', occurs when a new rule of law is applied to an act or transaction in the process of completion....** The foundation of these concepts is the distinction between completed and pending transaction...." (T.C. Hartley, The Foundation of European Community Law 129 (1981).*

*'**Retrospective**-Looking back; contemplating what is past.*

Having operation from a past time.

*'**Retrospective'** is somewhat ambiguous and that good deal of confusion has been caused by the fact that it is used in more senses than one. In general, however the Courts regard as **retrospective** any statute which operates on*

cases of facts coming into existence before its commencement in the sense that it affects even if for the future only the character or consequences of transactions previously entered into or of other past conduct. Thus, a statute is not ***retrospective*** *merely because it affects existing rights; nor is it* ***retrospective*** *merely because a part of the requisite for its action is drawn from a time and antecedents to its passing. (Vol.44 Halsbury's Laws of England, Fourth Edition, Page 8 of 10 pages 570 para 921)."*

122. We have already discussed that above stated provisions of the RERA are not ***retrospective*** *in nature.* ***They may to some extent be having a retroactive or quasi retroactive effect*** *but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having* ***retrospective*** *or* ***retroactive*** *effect. A law can be even framed to affect subsisting/existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports. As regards Article 19(1)(g) it is settled principles that the right conferred by sub-clause (g) of Article 19 is expressed in general language and if there had been no qualifying provisions like clause (6) the right so conferred would have been an absolute one."*

19. As per the aforesaid ratio of law, the provisions of the Act are retroactive or quasi retroactive to some extent.

The second concept of quasi-retroactivity occurs when a new rule of law is applied to an act or transaction in the process of completion. Thus, the rule of quasi retroactivity will make the provisions of the Act or the Rules applicable to the acts or transactions, which were in the process of the completion though the contract/agreement might have taken place before the Act and the Rules became applicable. In the case in hand also though the agreement for sale between the parties was executed prior to the Act came into force but the transactions was still in the process of completion when the Act became applicable as even the possession is yet to be offered after the completion of construction and obtaining the Occupation Certificate. Thus, the concept of quasi-retroactivity will make the provisions of the Act and the Rules applicable to the agreement for sale entered into between the parties.

20. In a recent case titled as **M/s Shanti Conductors (P) Ltd. Vs. Assam State Electricity Board 2019(1) Scale 747** the question arose for consideration before the Hon'ble Apex Court as to whether the provisions of the Interest on Delayed Payment to Small Scale and Ancillary Industrial Undertakings Act, 1993 will not be applicable when the contract for supply was entered into between the parties prior to the enforcement of the aforesaid Act. In that case appellant M/s Shanti Conductors (P) Ltd. received the

orders on 31.03.1992 and 13.05.1992 for supply of the material. The supply of the material was to be made between June and December 1992 for the first order and between January and February 1993 for the second order. In the meanwhile, the aforesaid Act of 1993 became applicable. The appellants sought the payment of interest on delay payment as per provisions of the said Act. The Hon'ble Apex Court laid down as under: -

> *"Factor for liability to make payment under Section 3 being the supplier supplies any goods or renders services to the buyer, the liability of buyer cannot be denied on the ground that agreement entered between the parties for supply was prior to Act, 1993. To hold that liability of buyer for payment shall arise only when agreement for supply was entered subsequent to enforcement of the Act, it shall be adding words to Section 3 which is not permissible under principles of statutory construction.* ***We, thus, are of the view that judgements in Purbanchal Cables and Conductors (supra), Assam Small Scale Industries and Shakti Tubes which held that Act, 1993 shall be applicable only when the agreement to sale/contact was entered prior/subsequent to the enforcement of the Act, does not lay down the correct law. We accept the submission of learned counsel for the appellants that even if agreement of sale is entered prior to enforcement of the Act, liability to make payment under Section 3***

> ***and liability to make payment of interest under Section 4 shall arise if supplies are made subsequent to the enforcement of the Act.”***

The Hon’ble Apex Court in the aforesaid judgment has observed that the Act, 1993 being beneficial legislation enacted to protect small scale industries and statutorily ensure by mandatory provisions for payment of interest on the outstanding money, accepting the interpretation as put by learned counsel for the Board that the day of agreement has to be subsequent to the enforcement of the Act, the entire beneficial protection of the Act shall be defeated. The aforesaid ratio of law laid down by the Hon’ble Apex Court will be squarely applicable to the case in hand.

21. In case **M/s Harkaran Dass Vedpal Vs. Union of India and Ors, Writ Petition No.10889 of 2015 (O&M) decided on 22.07.2019**, the show cause notices under the provisions of the Customs Act 1962 were issued on 19.03.2009. The said show cause notices were challenged in the aforesaid writ petition in the meanwhile the provisions of the section 28 of the Customs Act were amended w.e.f. 29.03.2018 and a new sub-section 9(A) alongwith explanation 4 was inserted, which stipulated if the amount of duty or interest is not determined with a stipulated period the proceedings on the show cause notices shall be deemed

to be concluded. The division bench of our Hon'ble High Court laid down as under: -

> *"The afore-stated Amendment of Section 28 came into force w.e.f. 29.03.2018 and in the case of present Petitioners till date no order has been passed. Applying the principles of retroactive amendment, the Respondent was bound to pass order by 28.03.2019 which Respondent has failed. The Respondent has failed to pass order within one year from the date of Show Cause Notice, assuming the date to be 29.03.2018 on the principle of retroactive operation; still further there is nothing on record / to a pointed query to even suggest that the said period was ever extended by one year by any senior officer in terms of the first proviso to Sub Section (9) of amended Section 28. No notice under Sub-section (9A) has been served upon Petitioners by the proper officer seeking the deferment of the commencement of the initial one year notice period for the reasons stated in sub-section (9A). By Amendment of 2018, the legislature has made it clear that no Show Cause Notice shall be kept pending beyond a period of 1 year by the proper officer unless and until requirement of Sub-section (9A) are complied with or beyond the extended period of another one year by an order passed by any officer senior in rank to the proper officer detailing the circumstances which prevented*

the proper officer from passing the order within the initial period of one year."

Thus, by applying the principle of retroactive operation the amendment of section 28 of the Customs Act, made subsequently to the show cause notice, was applied in the aforesaid case and benefit thereof was given to the petitioners. There is no reason not to apply the principles of law laid down in the cases referred above to the case in hand particularly when no judicial precedent to the contrary could be cited by ld. Counsel for the appellant. Thus, even though the agreement for sale was entered into between the parties prior to the Act came into force but the transactions between the parties was still in the process of completion when the Act and the Rules became applicable. So, in our view the rights of the parties will be governed by the provisions of the Act and the Rules made thereunder.

22. We also do not find any substance in the plea raised by learned counsel for the appellant that the respondent/allottee was entitled to the delayed possession charges/interest only at the rate of Rs.5 per square feet per month in view of clause-18 A of the Flat Buyer's Agreement. The function of the authority establish under the Act is to safeguard the interest of the aggrieved person may be allottee or the promoter. The rights of the parties are to be balanced and must be equitable. The promoter cannot be

allowed to take any undue advantage of his dominant position and to exploit the needs of the home buyer. Court is duty bound to take into consideration the legislative intent i.e. to protect the interest of consumers/allottee in real estate sector. The clauses of the Flat Buyer's Agreement entered into between the parties are one sided, unfair and unreasonable with respect to the grant of interest for delayed possession. As per Clause 14 of the Flat Buyer's Agreement, the appellant/promoter was entitled to charge the interest @ 21% per annum on outstanding amounts from the due date of payment till the date of credit in the promoter's account and further all the payment(s) made by the buyer(s), the Promoter shall be authorised to adjust the amount first towards the interest due on instalment(s) and then towards the principal amount of instalment(s). Whereas, as per Clause-18A, in case of delay in construction, the promoter was liable to pay compensation only at the rate of Rs.5/- per sq. ft. per month for the period of delay, which comes to approximately 1.01% per annum. The clauses of the agreement give vast powers to the appellant/promoter. As per Clause 15, in case of failure of the buyer to pay the due instalment(s) within 60 days from the due date or non-compliance of the opted payment plan, the promoter is entitled to forfeit the earnest money without any notice

thereof and the agreement shall stand cancelled. As per Clause 9 of the agreement, 20% of the total price of the said flat shall be treated as earnest money for fulfilment of the terms and conditions of the agreement, which is on higher side. This view is supported by the ratio of law laid down by the Hon'ble National Consumer Disputes Redressal Commission in **DLF Ltd Vs. Bhagwanti Narula 2015(16)RCR(Civil)72** wherein it has been held that an amount exceeding 10% of the total price cannot be forfeited by the seller, since, forfeiture beyond 10% of the sale price would be unreasonable.

23. As per Clause 16 of the agreement, the promoter in its sole discretion has agreed to allow interest @ 14% for advance payments of future instalments, whereas the allottee is liable to pay the interest @ 21% per annum for the delayed payments as per Clause-15(b) of the agreement. Thus, the aforesaid terms of the agreement dated 20.11.2012 are ex-facie one sided, unfair and unreasonable, which constitute the unfair trade practice on the part of the appellant/promoter.

24. There is no denial to the fact that appellant/promoter was in dominant position; the respondent/allottee was in the need of the house. He has already parted with his hard-earned money; so, he had no option but to sign the agreement on the dotted lines. The

discriminatory terms and conditions of such agreement will not be final and binding. To support this view, reference can be made to case **Pioneer Urban Land & Infrastructure Ltd. Vs. Govindan Raghavan, 2019(2) R.C.R. (Civil) 738** wherein the Hon'ble Apex Court has laid down as under:

> *"6. A term of a contract will not be final and binding if it is shown that the flat purchasers had no option but to sign on the dotted line, on a contract framed by the builder.*
>
> *The contractual terms of the Agreement dated 08.05.2012 are ex-facie one-sided, unfair, and unreasonable. The incorporation of such one-sided clauses in an agreement constitutes an unfair trade practice as per section 2(r) of the Consumer Protection Act, 1986 since it adopts unfair methods or practices for the purpose of selling the flats by the Builder.*
>
> *7. In view of the above discussion, we have no hesitation in holding that the terms of the Apartment Buyer's Agreement dated 08.05.2012 were wholly one-sided and unfair to the Respondent-Flat Purchaser. The appellant-Builder could not seek to bind the Respondent with such one-sided contractual terms.*
>
> *8. We also reject the submission made by the Appellant-Builder that the National Commission was not justified in awarding interest @ 10.7% S.I. p.a. for the period commencing from the date of payment of each instalment, till the date on which the amount was paid, excluding only the period during which the stay of cancellation of the allotment was in operation."*

In the aforesaid judgments, the Hon'ble Apex Court finding the terms and conditions of the agreement to be one sided unfair and unreasonable has upheld the award of the National Commission awarding the interest as per Rule 15 of the Rules at the rate of 10.7 % per annum and not on the contractual rate.

25. The appellant/promoter has pleaded in the reply that the delay in the completion of the project has occurred due to slump in the market, demonetization and court cases etc. The plea taken by the promoter with respect to the applicability of the principle of force majeure is completely vague and indefinite. It is not pleaded as to how the slump in the market can affect the pace of completion of the work. Similarly, no detail of any court cases or direction has been mentioned in the reply nor any such document has been brought on the record. Demonetization ordered by the Government of India also does not fall within the purview of 'force majeure'. So, the appellant could not show any reason for the delay in the completion of the project which could be said to be beyond its control.

26. The respondent/allottee has expressed his intention to continue with the project. He has made categoric statement before this Tribunal that he is pursuing this case only for the grant of interest for delayed possession. It is further an admitted fact that the complaint

filed by the respondent/allottee was decided by the learned Authority vide impugned order dated 14.02.2019. More than eleven months have passed but still the possession has not been offered to the respondent/allottee. Learned counsel for the appellant has stated at bar that now the appellant has applied for grant of Occupation Certificate in the month of October, 2019 which will take further time and RERA registration has been extended.

27. Thus, keeping in view our aforesaid discussions, we do not find any illegality in the directions issued by the learned Authority. Thus, the impugned order does not suffer from any legal infirmity. Consequently, the present appeal is without any merit and the same is hereby dismissed. However, no order as to costs.

28. The amount deposited by the appellant/promoter with this Tribunal be transferred to the learned Authority being the Executing Court, for disbursement to the respondent/allottee in accordance with law after the expiry of period of limitation for filing the appeal.

29. File be consigned to record.

Announced:
January 21st, 2020

Chairman
Haryana Real Estate Appellate Tribunal
Chandigarh

Inderjeet Mehta

Member (Judicial)

Anil Kumar Gupta
Member (Technical)

M/s Mapsko Builders Pvt. Ltd.
Vs.
Satya Prakash
Appeal No.236 of 2019

Present: Shri Akshat Mittal, Advocate, learned counsel for the appellant.
Shri Abhay Jain, Advocate, ld. counsel for the respondent.

Arguments heard.

Vide our separate detailed judgment of the even date, the appeal stands dismissed.

The amount deposited by the appellant/promoter with this Tribunal be transferred to the learned Authority being the Executing Court, for disbursement to the respondent/allottee in accordance with law after the expiry of period of limitation for filing the appeal.

Copy of the detailed judgment be communicated to both the parties and the learned Authority.

File be consigned to the record.

Justice Darshan Singh (Retd.)
Chairman,
Haryana Real Estate Appellate Tribunal,
Chandigarh
21.01.2020

Inderjeet Mehta
Member (Judicial)
21.01.2020

Anil Kumar Gupta
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