

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

Subject: -

APPLICATION NO.38 OF 2022
APPLICATION NO.37 OF 2022
AND APPEAL NO. 125 OF 2019

JASNEET KAUR CHAHAL
VERSUS
CHIEF ADMINISTRATOR PUDA AND ANR.

Memo No. R.E.A.T./2022/ 99

To,

REAL ESTATE REGULATORY AUTHORITY, PUNJAB 1ST
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
04th day of March, 2022.



Dhanendra Kumar
REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB

IN THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB

Appeal No...125.2019

MEMO OF PARTIES

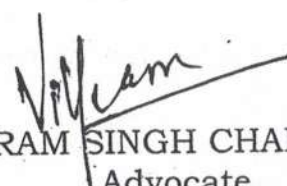
Jasneet Kaur Chahal D/o Baljeet Singh Chahal House No. 159,
Teg Colony, Patiala, Punjab, 147001 through her attorney
Paramjit Kaur.

Vs

- 1. Chief Administrator, PUDA, PUDA BHAWAN Phase VIII, SAS Nagar Mohali
- 2. Estate Officer, PUDA Gateway City Sector 118-119 PUDA BHAWAN Phase VIII, SAS Nagar Mohali

.....Respondents

Place: SAS Nagar
Date: 20.12.2019


 (VIKRAM SINGH CHAHAL)
 Advocate
 Counsel for the Appellant



REAL ESTATE APPELLATE TRIBUNAL, PUNJAB AT CHANDIGARH

APPLICATION NO.38 OF 2022
APPLICATION NO.37 OF 2022
AND APPEAL NO. 125 OF 2019

JASNEET KAUR CHAHAL
VERSUS
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Present: - Mr. Ravi Inder Singh, Advocate for the appellant.

APPLICATION NO.37 OF 2022

Having heard, the learned counsel for the appellant and noticing that the cost has been deposited, we deem it appropriate to restore the appeal to its original number.

APPEAL NO. 125 OF 2019

This appeal is directed against the impugned order dated 22.10.2019 and in particular Clause 4, which is extracted hereinbelow:-

"The complainant shall if an alternate plot is allotted, is liable to pay the entire balance amount with interest as per State Bank of India highest marginal cost of lending rate plus 2%, at the time of offer of plot."

Rest of the grievance raised by the appellant regarding deficiencies in the plot/site in question have been adequately taken care of by the impugned order and to the satisfaction of the appellant.

After hearing, learned counsel for the appellant, we are of the opinion that the grievance against the aforesaid clause is totally misplaced. It is conceded before us that the respondents have never resorted to any exercise, exploratory or constructively, to give an alternative plot to the appellant. If that be so, then there is hardly any occasion to raise any grievance against the aforesaid clause, which in any case, was considerate to the claim of the appellant.



APPEAL NO. 125 OF 2019

2

She also has a choice of rejecting such an offer and the language of the relief clause noticed above, is not suggestive of any mandate either to the appellant or the respondent.

The appeal being without any merit is dismissed.

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)

February 21, 2022

AN



Certified To Be True Copy

Anand Kumar
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

01/03/2022