

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB AT CHANDIGARH

APPLICATION NO.83 OF 2022
AND APPEAL NO. 55 OF 2022

RAMAN KUMAR JAGGA

VERSUS

EMAAR MGF LIMITED

Memo No. R.E.A.T./2022/193

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 28th
day of April, 2022.

Dhanendra Kumar
REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB



IN THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB, AT

CHANDIGARH

MEMO OF PARTIES

Raman Kumar Jagga son of Roshan Lal Jagga Aged 66 years , House no. 215-P,
Sector 17 , Panchkula

..... Appellant(s)

Versus

Emaar MGF land Limited (Now Emaar India) office no. 40 , Central Plaza ,
Sector 105 , SAS , Nagar , Mohali .

.....Respondent(s)

Place : Chandigarh

Dated : 24.03.2022



Through Counsel
(Signature)
(MANINDER SINGH)

Advocate

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

Date of Decision: 18.04.2022

**APPLICATION NO.83 OF 2022
AND APPEAL NO.55 OF 2022**

Raman Kumar Jagga son of Roshan Lal Jagga aged 66 years, House No.215-P, Sector-17, Panchkula.

....Appellant

Versus

Emaar MGF Land Limited (Now Emaar India) office No.40, Central Plaza, Sector-105, SAS Nagar, Mohali.

....Respondent

**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)**

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Argued by: - Mr. Maninder Singh, Advocate for the appellant.

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

1. This appeal has been filed against the impugned order dated 29.09.2021 passed by the Real Estate Regulatory Authority, Punjab (hereinafter known as the Authority) while dealing with the grievance of the appellant detailed in the complaint under Section 31 of the Act.
2. Learned counsel for the appellant contends with reference to the impugned order that at the time, when possession was



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offered to him, the area was undeveloped, consequently reducing the offer to a mere paper transaction. It is further contended that the conveyance deed has still not been executed even though, it was envisaged. Besides, the appellant has paid the entire amount.

3. We notice from the impugned order, the gist of the complaint, which relates back to a transaction of 2007, when the Plot Buyers Agreement was signed between the parties, according to which the plot was to be delivered within a maximum period of three years from the date of execution of the agreement.
4. The possession was indeed offered within a stipulated period i.e. on ^{17.3.2010} 07.05.2010 but according to the appellant the site was deficient in development works, which was pointed out to the respondent by the appellant.
5. In 2014, the respondent demanded Rs.5.40 lacs for execution of the conveyance deed.
6. The grievance of the appellant in nutshell is that the site offered was sans development works and the sale deed has not been executed despite an assurance to that effect.
7. The Authority recorded its finding in para 6 to observe that the argument of the appellant of a completion certificate before offer of possession was not based on any material and neither was any lack of development works substantiated by



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him by producing relevant material in that regard. The offer of possession was made on ^{17/3/}07.05.2010 and instead of raising any issue with the respondent regarding his grievance revolving around infrastructural deficiencies, the appellant remained quiet upto 2014 and he then filed a complaint in 2019.

8. All these factors cumulatively persuaded the Authority to reject the complaint and in appeal before us similar arguments have been addressed as the ones raised in the complaint before the Authority.
9. We have no reason to differ with the findings recorded by the Authority particularly noticing the delay in initiating the grievance and the fact that there is absolutely no material to suggest lack of development work or infrastructure in the area, where the appellant's plot is situated.
10. We are unable to agree with the contention of the appellant that the offer of possession on record as Annexure A-28, mentions continuing development works in Mohali Hills, Sectors 105, 108 and 109, for this may be suggestive of some works going on in that area but does not conclusively point out to lack of infrastructure, where the appellant's plot is situated, so as to render the offer of possession invalid and that too when such issues have been raised belatedly.



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11. We however, while dismissing the complaint find that the appellant cannot be deprived of the conveyance deed, if he otherwise satisfies all the requirements in this regard.
12. We therefore dispose of the appeal with a direction to the respondent to execute a conveyance deed in accordance with law, subject to the condition that the appellant is compliant in law in this regard. The needful be done within a period of three months.

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)

April 18, 2022
AN



Certified To Be True Copy

Dhanraj Kumar
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

28/04/2022