

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

Subject: -

APPEAL NO. 273 OF 2021

GILCO DEVELOPERS AND BUILDERS PVT. LTD.

VERSUS

SHYAM LAL DOGRA

Memo No. R.E.A.T./2022/ 227.

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 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 17th day of May, 2022.

T. K. Mehta

REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB



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**IN THE REAL ESTATE APPELLATE TRIBUNAL,
PUNJAB**

Appeal No. 273 of 2020

MEMO OF PARTIES

Gillco Developers and Builders Pvt. Ltd., Gillco Valley,
Sector-127, National Highway No.21, Mohali - 140301
through its Director Ranjit Singh Gill:

...Appellant

Versus

Shyam Lal Dogra son of Sh. Sarwan Kumar, Flat No. 744
(F.F.), Gillco Palms, Gillco Valley, Sector-115, Mohali-
140301

...Respondent/Complainant



Place: Chandigarh.
Dated: 21.12.2020


(MANPREET SINGH LONGIA)
ADVOCATE
COUNSEL FOR APPELLANT

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB AT CHANDIGARH
APPEAL NO. 273 OF 2021

GILCO DEVELOPERS AND BUILDERS PVT. LTD.

VERSUS

SHYAM LAL DOGRA

Present: - Mr. Maninder Kumar, Advocate with Mr. Manpreet Singh Longia, Advocate for the appellant.
Mr. Luv Malhotra, Advocate for the respondent.

The only grievance raised in the appeal was with regard to the error in exercise of jurisdiction by the Authority in the impugned order.

While placing reliance on the judgment of the Hon'ble Supreme Court in "M/s. NEWTECH PROMOTERS AND DEVELOPERS PVT. LTD. VERSUS STATE OF UP & ORS.ETC.", it was argued that since the allottee had asked for compensation, only the adjudicating officer would have the jurisdiction to entertain such a plea, but the impugned order has been passed by the Chairperson of the Authority.

It is thus contended that the impugned order cannot be sustained on this ground and the matter necessarily has to be remanded back for a decision afresh.

Learned counsel for the respondent opposes the prayer and with a reference to the complaint argues that the word 'compensation' has been used in the language of a layman. The complaint was filed by the allottee without



any legal assistance and the reading of the complaint reveals that his main prayer was for grant of interest in terms of Section 18 and 19 of the Act.

We have heard learned counsel for the parties and deem it appropriate to extract the relevant portion of the complaint :-

I. *"Compensation in the form of interest on the amount paid (Rs. Forty one lacs only) for the delayed period i.e. w.e.f. 29/06/2017 to 05/04/2018, entitled as per Section 18(1)(a) and Section 19(4) of the Real Estate (Regulation and Development) Rules 2016."*

II. *Interest on the amount computed as per (i) above w.e.f. 06/04/2018 up to the date of realisation of compensation at the rate specified in Section 16 of Punjab State Real Estate (Regulation and Development) Rules 2017. It is pertinent to mention here that as per clause 3 of the agreement, the Real Estate (Regulation and Development) Act, 2016 along with the Punjab State Real Estate (Regulation and Development) Rules, 2017 are applicable in this case, as such the clause 11 and clause 42 of the agreement are deemed to be superseded by Section 16 of the*



Punjab State Real Estate (Regulation and Development) Rules, 2017, and accordingly the above compensation is claimed.

Evidently, the intent of the complaint was to seek interest in terms of the provisions of the statute and the word compensation was used by him in the generic way, understood by him.

We are thus of the opinion that merely because the word compensation has been used would not alter the real intent of the complaint which has been adequately qualified by the language that succeeds the word compensation. In any case if the complainant was serious in asking for compensation as distinct ^{from the} ~~formula~~ relief under Section 18 and 19, the language deployed by him would clearly have suggested it.

We therefore, do not find any error in jurisdiction particularly when the appellant has himself while formulating the grounds of appeal virtually accepted the aforestated facts.

No argument has been raised qua the impugned order on any other ground. Consequently the appeal 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)



May 9, 2022
AN

Certified To Be True Copy
[Signature]
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

17/05/2022