

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

Subject: -

APPEAL NO.212 OF 2022

Jyotsna Khanna w/o Sh. Ravindera Khanna

Residential Address: 7A, House No.18, 4th Seaward Road,
Valmiki Nagar, Thiruvanmiyur, Chennai – 600041.

...Appellant

Versus

1. ATS Estates Private Limited

Registered Office:- 711/92, Deepali, Nehru Place, New Delhi-
110019

2. Dynamic Colonisers Pvt. Limited

Registered Officer: 711/92, Deepali, Nehru Place, New Delhi-
110019

....Respondents

Memo No. R.E.A.T./2024/ 32

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 and the same may be uploaded on website.

Given under my hand and the seal of the Hon'ble Tribunal this 25th
day of January, 2024.

T. Chandra Prasad

REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB

**BEFORE THE HON'BLE PUNJAB REAL ESTATE APPELLATE
TRIBUNAL AT CHANDIGARH**

APPEAL NO. 212 OF 2022 IN
COMPLAINT - GC NO. 1455 OF 2019

MEMO OF PARTIES

JYOTSNA KHANNA W/O SH. RAVINDERA KHANNA

RESIDENTIAL ADDRESS: 7A, HOUSE NO. 18, 4TH SEAWARD
ROAD, VALMIKI NAGAR, THIRUVANMIYUR, CHENNAI – 600041.

.....APPELLANT

VERSUS

1. ATS ESTATES PRIVATE LIMITED

REGISTERED OFFICE: 711/92, DEEPALI, NEHRU PLACE, NEW
DELHI-110019

2. DYNAMIC COLONISERS PVT. LTD.

REGISTERED OFFICE: 711/92, DEEPALI, NEHRU PLACE, NEW
DELHI-110019

.....RESPONDENTS

JKhanna

APPELLANT

THROUGH

Himanshu Raj
HIMANSHU RAJ,

Anshu Chaudhary
ANSHU CHAUDHARY

Sapna Randhawa *Pranav* *Kunal*
SAPNA RANDHAWA, PRANAV GOYAL & KUNAL MEHTA



PLACE: CHANDIGARH

DATE: 15.08.2022

Ligamine, Solicitors & Consultants
(A Unit of Law Office of Himanshu Raj)
Advocates & Legal Consultants

Chandigarh Office:-
#102, SECTOR 10 A, CHANDIGARH-160011, India
Mobile (I):- +91-99882-00001, **Mobile (II):-** +91-86220-00001
EMAIL: LawOfficeOfHimanshuRaj@Gmail.Com
WEBSITE: www.ligamine.in

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB AT CHANDIGARH

APPLICATION NO. 328 OF 2022
AND APPEAL NO. 212 OF 2022
JYOTSNA KHANNA
VERSUS
M/S ATS ESTATES PVT. LTD. & ANR.

Present: - Mr. Himanshu Raj, Advocate along with Mr. Pranav Goyal for the appellant.

The only short point involved in the present appeal is as to whether the appellant is entitled to interest from 13.04.2019 as granted by the Authority or from a prior date i.e. 13.10.2018.

It is not in dispute that the agreement executed between the parties on 13.10.2016 envisaged delivery of possession within a period of 24 months with a grace period of 6 months. For the purposes of reference Clause 14 of the Agreement is extracted hereinbelow:-

"14. Time of Handing Over Possession:

Barring unforeseen circumstances and Force Majeure events as stipulated hereunder, the possession of the said Apartment is proposed to be, delivered by the Company to the Allottee within a period of 24 months(Two Years) with a grace period of six months from the date of this Agreement in which the registration for allotment is made, subject always to timely payment of all charges including the Basic Sale Price Stamp Duty, Registration Fees and Other Charges as stipulated herein or as may be demanded by the Company from time to time in this regard. The date of actual start of construction shall be the date on which the foundation of the particular Building in which the said Apartment is allotted shall be laid as per certification by the Company's Architect/Engineer-in-charge of the Complex and the said certification shall be final and binding on the Allottee."*



If the afore extracted Clause is seen evidently the 24 months period would expire on 13.10.2018 commencing from 13.10.2016(the date of execution of the Agreement). There is thus, no reason why the Authority should have granted the relief of interest to the appellant w.e.f. 13.04.2019.

Ostensibly this date has been construed by including the 6 months period of grace envisaged in Clause 14 of the Agreement. But we are of the opinion that if the developer wishes to have the benefit of the grace period then he has to establish a case before the Authority in that regard to demonstrate that despite efforts and reasons beyond his control he was entitled to the benefit of this grace period. Since, nothing is evident from the record as to whether the respondent made any efforts to claim the benefit of grace period by demonstrating delays beyond his control we are of the opinion that the Authority was wrong in holding so.

Consequently, we modify the order of the Authority and direct that the interest shall flow to the appellant w.e.f. 13.10.2018 instead of 13.04.2019. Before parting with the order we have noticed that the respondent has failed to appear before us. The appeal is disposed of.



Sdr
JUSTICE MAHESH GROVER (RETD.)

CHAIRMAN

Sdr
S.K. GARG, D & S. JUDGE (RETD.)
MEMBER (JUDICIAL)

January 18, 2024
SR

Certified To Be True Copy
T. Chandra
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh
25/01/2024