

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

Subject: -

APPLICATION NO.41 OF 2022

APPEAL NO. 30 OF 2022

LEEPIKA CHOUDHARY

VERSUS

BABA BANDA SINGH BAHADUR ENTERPRISES

Memo No. R.E.A.T./2022/ 94

To,

REAL ESTATE REGULATORY AUTHORITY, PUNJAB 1<sup>ST</sup>  
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  
04<sup>th</sup> day of March, 2022.



*Shanendra Kumar*

REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB

**BEFORE REAL ESTATE APPELLATE TRIBUNAL PUNJAB**

Appeal No 304 2022

IN Comp. No. GC No. 1407 of 2019

**MEMO OF PARTIES**

Leepika Chaudhary R/o House No 67, Inside JTPL  
Khunni Majra Road Sector 115, Mohali, Punjab

...APPELLANT

VERSUS

Baba Banda Singh Bahadur Enterprises  
Address Village Chhapar Chiri, Hadbast No.195  
Sector 92, SAS Nagar, Mohali, Punjab  
Pin code 140308

...RESPONDENT

Chandigarh

Dated: 11.02.2022



*(Signature)*  
**(PARITOSH VAID) (ASHUTOSH VAID)**

Advocates  
Counsels for the Appellant/ Complainant

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB AT CHANDIGARH

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**Present:** - Mr. Paritosh Vaid, Advocate for the appellant.

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This appeal is directed against the impugned order dated 28.05.2021, with a prayer that the order be modified in view of the fact that the appellant has paid Rs.10,25,000/- to the respondent and consequently the relief clause in the impugned order has to be modified to take into account the entire consideration paid.

During the course of arguments, we put it to the learned counsel for the appellant that whether there is any explanation in view of the varying amounts mentioned as having been paid to the respondent i.e. Rs.7,00,000/-; Rs.8,25,000/- appearing in the buyers agreement and Rs.10,25,000/- as claimed by the appellant. He stated that Rs.7,00,000/- is admitted by the respondent but he has fraudulently concealed the factum of receipt of the remaining amounts.

We also put it to the learned counsel for the appellant as to how, he could explain, his own signatures on the buyers agreement mentioning Rs.8,25,000/- as the amount paid. He has no explanation to offer, even though, he admitted his signatures.

A repetitive argument was raised about the payment of Rs.10,25,000/- to the respondent without any supporting material to show the mode manner and proof of payment.



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The Authority in its impugned order observed in Clause iv about this discrepancy and to our minds it rightly discarded such a plea, as the one raised before us now.

We have no mechanism, to either hold a document to be in forgery or to authoritatively comment upon a fact not supported by any material.

We, therefore, decline interference and dismiss the appeal.

*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  
*Shanesh Kumar*  
Registrar  
Real Estate Appellate Tribunal Punjab  
Chandigarh  
04/03/2022