

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

Subject: -

Appeal No.28 of 2022

1. Shakuntla Devi (Since Deceased)
(Through her LR Sunil Kumar Joshi S/o Sh. Shiv Nath Joshi)
 2. Sahil Joshi S/o Sh. Sunil Kumar Joshi
(Through Sunil Kumar Joshi S/o Sh. Shiv Nath Joshi)
-Appellants

Versus

1. Hanumant Builders and Land Developers through Director
SCO 156-157, 1st Floor, Sector-34, Chandigarh (160022)
 2. Sanjay Garg Director, Hanumant Builder and Land
Developers, Bollywood Plaza, Sector-113, Opp. RKM City,
Landran Chowk, SAS Nagar, Mohali, Punjab (140308)
-Respondents

Memo No. R.E.A.T./2022/371

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 **26**
day of July, 2022.



Hanumant Garg
REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB

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BEFORE HON'BLE REAL ESTATE APPELLATE TRIBUNAL – PUNJAB

APPEAL NO..28...OF 2022

MEMO OF PARTIES

1. Shakuntla Devi (Since Deceased)

(Through her LR Sunil Kumar Joshi son of Sh. Shiv Nath Joshi.)

2. Sahil Joshi s/o Sh. Sunil Kumar Joshi

(Through Sunil Kumar Joshi s/o Sh. Shiv Nath Joshi)

404, GMS 43 Sector 20 Panjabia APPELLANTs

vs.

1. Hanumant Builders and Land Developers through
Director SC)-156-157, First Floor, Sec-34, Chandigarh. 160022


2. Sanjay Garg Director, Hanumant Builder and Land
Developers, Bollywood Plaza, Sec-113, Opp RKM city Landran
Chowk, SAS Nagar, Mohali, Punjab 140308

.....RESPONDENTs

PLACE : CHANDIGARH

DATED: 24.01.2022




(SUNIL KUMAR JOSHI)

Appellant in person

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

Appeal No.28 of 2022

1. Shakuntla Devi (Since Deceased)
(Through her LR Sunil Kumar Joshi S/o Sh. Shiv Nath Joshi)
2. Sahil Joshi S/o Sh. Sunil Kumar Joshi
(Through Sunil Kumar Joshi S/o Sh. Shiv Nath Joshi)

....Appellants

Versus

1. Hanumant Builders and Land Developers through Director SCO 156-157, 1st Floor, Sector-34, Chandigarh (160022)
2. Sanjay Garg Director, Hanumant Builder and Land Developers, Bollywood Plaza, Sector-113, Opp. RKM City, Landran Chowk, SAS Nagar, Mohali, Punjab (140308)

....Respondents

Present: Mr. Sunil Joshi for appellants in person.

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

1. The present appellant is aggrieved of the impugned order dated 01.12.2021.



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2. We may briefly notice the facts. The appellant Sh. Sunil Kumar Joshi in his complaint before the Authority submitted that the original allottees of the flat transferred the same in favour of one Sh. Sahil Joshi and Smt. Shakuntla Devi i.e. the son and the mother of the present appellant respectively. When the issue of execution of the conveyance deed arose the respondent refused and demanded a sum of Rs. 1.40lacs before completing process of documentation.
3. Smt. Shakuntla Devi passed away on 12.12.2017, leaving behind a will, bequeathing her share in the flat to the present appellant.
4. Repeated requests were made for execution of the conveyance deed but the respondent did not relent from his demand of Rs.1.40lacs before completing the documentation.
5. The appellant then approached the District Consumer Disputes Redressal Forum but without any success, resulting in an appeal before the States Consumer Disputes Redressal Commission, UT Chandigarh which was also dismissed on 09.05.2019. The matter was then taken up to the National Consumer Disputes Redressal Commission again resulting in a dismissal on 05.12.2019. However the National Commission noticed that in the allotment letter dated 16.10.2008 in the favour of the original allottees, it was mentioned that the transfer fee as prescribed by the builder would have to be



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paid. It is pertinent to mention here that during the proceedings before the Authority when confronted with these facts the appellant contended that an SLP (Special Leave Petition) has been preferred against the order of the National Commission. To a pointed question by us as to what was the fate of the SLP, the appellant who is present in person submitted that the same had been dismissed.

6. The National Commission while disposing of the appeal preferred by the appellant observed as follows:-

"On the other hand, in the present case the agreement, which the original allottee had executed with the respondents, obliged them to pay such transfer fee as might be charged by the respondent. Therefore, there was no prohibition on the respondents charging even Rs.1,40,000/- while allowing transfer of the allotted unit in favour of the complainants."

7. Clearly the demand of Rs.1.40lacs was held to be within the purview of the agreement and within the competence of the respondent for affecting the transfer of the flat.
8. It is not in dispute that the flat stood transferred in the year 2013 itself.
9. There would be clearly a difference between a conveyance deed and a transfer document.



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10. A transfer is permissible by developer/promoter in favour of any of the allottees or a person who enters the picture subsequently through a mutual agreement/arrangement with the original allottee as the case may be but after having satisfied the requisites of transfer and the terms that the builder/promoter may set for such a process. But upon acquiring the complete rights over the property the transferee of an residential unit from a developer would certainly be entitled to get the conveyance deed executed unless there is some legal impediment that prohibits or restricts it. Nothing of the sort has been pointed out from the record. So much so the respondent has not even cared to put in appearance either before the Authority or before us despite service.
11. Evidently the respondent has chosen to ignore the proceedings and the claim of the appellant. In the absence of any clear stand from the respondent, we have no option but to accept the appeal and direct the execution of the conveyance deed regarding the flat in question i.e. Flat No. 303/4, Lotus Tower, Bollywood Heights-1, Peer Muchalla NAC Zirakpur, SAS Nagar Mohali (owners of the residential unit). Needless to say the Registering Authority would be at liberty to examine the validity of the ownership documents before the



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executing sale deed, the respondent in turn shall not raise any objection to such a conveyance deed being executed.

12. Appeal is disposed of.

Sd/-
JUSTICE MAHESH GROVER (RETD.)
CHAIRMAN

Sd/-
S.K. GARG, J & S. JUDGE (RETD.)
MEMBER (JUDICIAL)

Sd/-
ER. ASHOK KUMAR GARG, C.E. (RETD.)
MEMBER (ADMINISTRATIVE/TECHNICAL)

July 21, 2022
AN



Certified To Be True Copy

Registrar
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

26/7/2022