

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

Subject: -

APPEAL NO. 119 OF 2021

Altus Space Builders Pvt. Ltd., Regd. Office: SCF-22, 1st Floor, Phase-10,
SAS Nagar Mohali, Punjab through its authorized signatory Sh.
Jaswinder Singh.

....Appellant

Versus

1. Vinod Mahajan S/o Sh. Vishwa Mitter Mahajan R/o H.No. 1230,
Sector-22 B, Chandigarh.
2. Rama Mahajan W/o Sh. Vinod Mahajan R/o H.No. 1230, Sector-22
B, Chandigarh.

....Respondents

Memo No. R.E.A.T./2023/ 182

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 24th
day of April, 2023.


REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB



BEFORE THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB.
CHANDIGARH

Appeal No. 119 of 2021

Altus Space Builders Pvt. Ltd.

...Appellant

Versus

Vinod Mahajan and another

...Respondents/ Complainants

MEMO OF PARTIES

Altus Space Builders Pvt. Ltd., Regd. Office: SCF-22, 1st floor,
Phase-10, S.A.S. Nagar Mohali, Punjab, through its authorized
signatory Sh. Jaswinder Singh.

...Appellant

Versus

1. Vinod Mahajan s/o Sh. Vishwa Mitter Mahajan r/o H. No. 1230,
Sector 22-B, Chandigarh.
2. Rama Mahajan w/o Sh. Vinod Mahajan r/o H. No. 1230, Sector
22-B, Chandigarh.

.....Respondents



CHANDIGARH
DATE: 09.10.21


RAMANDEEP SINGH PANDHER
ADVOCATE
COUNSEL FOR THE APPELLANT

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

APPEAL NO. 119 OF 2021

Altus Space Builders Pvt. Ltd., Regd. Office: SCF-22, 1st Floor,
Phase-10, SAS Nagar Mohali, Punjab through its authorized
signatory Sh. Jaswinder Singh.

....Appellant

Versus

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Sector-22 B, Chandigarh.
2. Rama Mahajan W/o Sh. Vinod Mahajan R/o H.No. 1230, Sector-22
B, Chandigarh.

....Respondents

Present: Mr. Amit Sharma, Advocate for the appellant.
Mr. Sudhir Kashyap, Advocate for the respondents



CORAM:

**JUSTICE MAHESH GROVER (RETD.), CHAIRMAN
SH. S.K. GARG DISTT. & SESSIONS JUDGE (RETD.),
MEMBER (JUDICIAL)**

**ER. ASHOK KUMAR GARG, CHIEF ENGINEER
(RETD.), MEMBER (ADMN./ TECH.)**

(MAJORITY VIEW)

JUDGMENT: (JUSTICE MAHESH GROVER (RETD.), CHAIRMAN)

1. The appeal is directed against the order dated 26.08.2021,
passed by the Adjudicating Officer, Real Estate Regulatory
Authority, Punjab.
2. Learned counsel for the appellant at the outset places reliance
on the recent judgment of the Hon'ble Supreme Court in "M/s.

APPEAL NO. 119 OF 2021

2

NEWTECH PROMOTERS AND DEVELOPERS PVT. LTD.

VERSUS STATE OF UP & ORS.ETC., refers to Para 83 and 86,

to contend that the Adjudicating Officer would have no jurisdiction to entertain and decide issues relating to refund and

interest, even though he is specifically empowered under the Act

to deal with the issues of compensation, which has also been

approvingly observed by the Hon'ble Supreme Court in "**M/s.**

NEWTECH PROMOTERS AND DEVELOPERS PVT. LTD.

VERSUS STATE OF UP & ORS.ETC. He thus prays that in view

of the authoritative pronouncement of the Hon'ble Supreme

Court, the impugned orders need to be set aside.

3. The ratio of our order passed in "**Appeal No.277 of 2020**", would be attracted to the facts of the present case as well.

4. Accordingly, we deem it appropriate to dispose of the appeal with a liberty to the complainants to move an appropriate application in Form M seeking refund & interest and Form N seeking compensation before the competent Authority/ Adjudicating Officer.

5. In case, such applications are moved, the same shall be decided expeditiously by the Competent Authority/ Adjudicating Officer as the case may be in accordance with law.

6. We are of the opinion, that in order to ensure expeditious disposal of the matter, the parties should put in appearance before the Authority/Adjudicating Officer as the case may be, which in turn shall pass appropriate orders either for allocating the proceedings to the appropriate Authority/Adjudicating Officer or for return of the complaint with a permission to the complainant to file appropriate proceedings in Form-M or Form-



APPEAL NC. 119 OF 2021

3

N as the case may be. The Authority in this manner would have the benefit of providing a time-frame for the entire process as both the parties would be before it and the necessity of affecting service etc. may not arise. The Authority/ Adjudicating Officer shall then proceed to determine the matter in accordance with law.

7. Parties are directed to appear before the Real Estate Regulatory Authority, Punjab on **22.05.2023**.
8. Since the appeal is being remanded back we hereby direct that the amount deposited by the appellant (developer) as a pre-requisite to the filing of the appeal under Section 43(5) of the Act be released to the appellant (developer) forthwith along with interest that have accrued thereon after due verification and by following proper procedural law.

Files be consigned to record room.



Sdr
JUSTICE MAHESH GROVER (RETD.)
CHAIRMAN

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

April 17, 2023
DS

*my view is appended on subsequent
next pages*

Sdr
G. D. K. Garg
Member (A/T)

17/4/23

Certified To Be True Copy
T. Narinder Singh
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

24/04/2023.

Appeal No. 119 of 2021

4

REAL ESTATE APPELLATE TRIBUNAL PUNJAB AT CHANDIGARH

Appeal No. 119 of 2021

Altus Space Builders Pvt. Ltd., Regd. Office: SCF-22, 1st floor,
Phase-10, S.A.S. Nagar Mohali, Punjab, through its authorized
signatory Sh. Jaswinder Singh.

.....Appellant

Versus

1. **Vinod Mahajan** s/o Sh. Vishwa Mitter Mahajan r/o H. No. 1230, Sector 22-B, Chandigarh.
2. Rama Mahajan w/o Sh. Vinod Mahajan r/o H. No. 1230, Sector 22-B, Chandigarh.

.....Respondents

Present: Mr. Amit Sharma, Advocate for the appellant
Mr. Sudhir Kashyap, Advocate for the respondents

QUORUM: JUSTICE MAHESH GROVER (RETD.), CHAIRMAN
SH. S.K. GARG DISTT. & SESSIONS JUDGE (RETD.),
MEMBER (JUDICIAL)
ER. ASHOK KUMAR GARG, CHIEF ENGINEER
(RETD.), MEMBER (ADMN./TECH.)

JUDGMENT: (ER. ASHOK KUMAR GARG, CHIEF ENGINEER
(RETD.), MEMBER (ADMN./TECH.) – HIS VIEW)

1. By this order, I will dispose of above mentioned appeal dated 09.10.2021 (Diary No. 410 dated 23.11.2021) bearing Appeals No. 119 of 2021 (**Altus Space Builders Pvt. Ltd. versus Vinod Mahajan and another**) filed against the order dated 26.08.2021 passed by Sh. Balbir Singh, Adjudicating Officer (*hereinafter referred to as the Adjudicating Officer*) of the Real Estate Regulatory Authority, Punjab (*hereinafter referred to as the Authority*) in the complaint bearing AdC Nos. 15272020 instituted on 16.01.2020.



Appeal No. 119 of 2021

5

2. The complaint has been accepted by the Adjudicating Officer vide his aforesaid order dated 26.08.2021 to the following extent and heads:-

1.	Principal amount	Rs.14,81,800/-
2.	Simple interest	At the SBI highest marginal cost of lending rate (as on today) plus 2% on the above said amount from the date of respective payments till realization
3.	On account of compensation	Rs. 1,25,000/-

The appellant (*hereinafter may also be referred to as the promoter or the developer*) has been directed vide aforesaid order to pay the above said amount to the respondents herein (*hereinafter may also be referred to as the complainants or the allottees or the buyers*) within sixty days from the date of the said order; and it has also been directed therein that the amount, if any, received by the complainants from the appellant on account of delay in delivery of possession shall be adjusted against above amount.

3. The appeal was accompanied by an application, bearing Application No. 125 of 2021, for waiver of pre-deposit as required under section 43(5) of the Act. However, the same was rejected by this Tribunal vide its order passed on 30.11.2021 and the applicant-appellant was ordered to ensure compliance of section 43(5) of the Act within a period of four weeks. On the next date i.e. 13.01.2022, noticing insufficient compliance (only Rs. 7,88,187/- were claimed to be deposited on 22.12.2021), this Tribunal again ordered to comply with the provisions of section 43(5) of the Act within a period of 10 days. Thereafter, the appellant deposited additional sum of Rs. 19,03,225/- vide bank manager's cheque dated 20.01.2022.



Appeal No. 119 of 2021

6

4. Because of no representation on behalf of the appellant on 07.07.2002, even after repeated requests by the appellant on 14.02.2022, 17.03.2022, 18.04.2022 and 27.05.2022 for adjournments, this Tribunal dismissed the appeal for want of prosecution and the amount deposited under section 43(5) was ordered to be released to the respondent allottee(s) along with interest accrued on FDR. The appellant, vide his application dated 02/03.08.2022, bearing Application No. 205 of 2022, prayed to re-admit the appeal. This Tribunal, vide its order passed on 11.08.2022, directed to restore the appeal to its original number.
5. Reverting to the main case, the complaint has been filed before the Adjudicating Officer in form 'N' under section 31 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the Act*) read with its section 71 and Rule 37(1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (*hereinafter referred to as the Rules*).
6. The complainants, in their complaint dated 16.01.2020, have inter alia claimed/alleged that (i) the complainants booked a residential plot admeasuring 250 square yards (tentative) in the appellant's proposed township project i.e. ALTUS MUIRWOODS ECOCITY (Phase II), New Chandigarh, SAS Nagar by depositing booking amount of Rs. 1,00,000/- as registration deposit vide proposal form for provisional registration dated 20.09.2012; (ii) that the appellant assured the complainants to deliver complete possession of the plot to them within 12 months from the date of booking and further assured to execute the plot buyer's agreement within a few days from the date of booking; (iii) that thereafter, vide the appellant's letter 11.10.2012, the complainants were asked to deposit 25% of Basic Sale Price (BSP) inclusive of Rs. 1,00,000/- booking amount



and as such the complainants deposited Rs. 7,43,750/- towards BSP and a consolidated receipt for Rs. 8,43,750/- was issued on 25.10.2012; (iv) that thereafter, the appellant intimated the complainants that Punjab Government has raised fee for infrastructure and as such asked the complainants to pay Rs. 700/- per square yard, as external development charges, and the complainants deposited Rs. 1,75,000/- vide cheque dated 15.03.2014; (v) that subsequently, the appellant vide letter dated 24.08.2015 informed the complainants that draw of lots for allotment of plot will be held on 30.08.2015; (vi) that thereafter, the draw was held wherein the appellant started compelling the complainants for obtaining their consent to sign a unilateral and unfairly loaded agreement dated 24.08.2015 with increased price with new payment schedule and extension of time period for handing over the possession of the plot by 36 months from the date agreement; (vii) that thereafter, the complainants were allotted plot No. 297 vide provisional plot allotment letter date 30.08.2015; (viii) that the complainants paid an additional amount of Rs. 4,63,050/- to the appellant vide cheque dated 23.10.2015; (ix) that as per article 5 of the agreement, possession of the plot was to be given within 30 months or within an extended period of six months from the date of signing of the agreement by the purchaser; (x) that the appellant cleverly gave an unsigned draft of the agreement, shifting its liability on the complainants to execute the agreement and without mentioning the exact location of the area; (xi) that no agreement was ever executed by the appellant in favour of the complainants and the appellant failed to give possession; (xii) that the appellant violated section 6 of the Punjab Apartment and Property Regulation Act, 1995 (*hereinafter referred to as the*



Appeal No. 119 of 2021

8

PAPR Act) by not executing any agreement even after receiving 25% of the BSP.

7. The complainants have prayed in their said complaint for compensation(s) of (i) refund of the entire amount deposited by the complainants along with interest @ 18% per annum from the respective deposits till actual payment; (ii) Rs. 5,00,000/- for mental harassment and Rs. 1,00,000/- as costs of litigation, in the light of judgment passed by Hon'ble Punjab State Consumer Disputes Redressal Commission in CC No. 581 of 2017 titled as '**Dr. R.S. Verma versus Altus Space Builders Pvt. Ltd. & others.**
8. The appellant, in its reply dated 05.10.2020 to the complaint, has inter alia contended that (i) the Adjudicating Officer has the powers to determine violations under sections 12, 14, 18 and 19 of the Act for the purpose of awarding compensation and/or interest; (ii) that the complainants failed to make payments as per schedule stipulated in the agreement date 24.08.2015; (iii) that the layout plan of the project was approved on 08.05.2014 and subsequently, the layout plan submitted on 07.02.2015 was cleared by Chief Town Planner, Punjab on 31.03.2015; (iv) that agreement dated 24.08.2015 was entered into between the complainants and the appellant and as per its article 5, clause 5.1(a), the time frame of handing over the possession is within 30 months or with an extended period of 6 months from the date of signing the agreement, subject to timely payments by plot buyers; (v) that the development work of the project is at final stages and the appellant is ready to hand over possession of the plot to the complainants on payment of balance amount due; (vi) that as per clause 5.1(c) of the agreement, the appellant is liable to pay charges @ Rs. 5/- per



square yard of the area of the plot per month for the period of delay in offering the possession of the plot; (vii) that there was a delay in approval of the detailed project report and in provision of peripheral services/sector grid roads/master plan roads and allied services by the state Government/concerned authorities; (viii) that Covid-19 resulted in some inability; (ix) that plots are ready for possession to be handed over; (x) that the complainants have paid only Rs. 10,18,750/- (and not Rs. 14,81,800/- as claimed in the complaint) against the total price of the plot of Rs. 35,18,750/-; (xii) that complainants failed to execute agreement dated 24.08.2015 as he failed to pay the balance installments.

9. As per paragraphs 4 and 6 of the aforesaid order dated 26.08.2021 of the Adjudicating Officer, the complainants filed rejoinder and also furnished written submission. The appellant has not placed the same on record before this Tribunal.
10. After considering written and oral submissions of the parties, the Adjudicating Officer passed aforesaid order dated 26.08.2021, wherein it has inter alia been concluded as under and the appellant has been directed to refund the amount deposited by the complainants i.e. Rs. 14,81,800/- to the complainants along with interest and compensation (after adjusting the amount, if any, received by the complainants from the appellant on account of delay in delivery of possession) as already mentioned above:-

"17. ---XXX--- Thereafter, respondent also received banker cheque dated 23.10.2015 amounting to Rs.4,63,050/- from the complainants. However, the respondent does not admit payment of Rs.4,63,050/ in reply but we find that the respondent received banker cheque dated 23.10.2015 amounting to Rs.4,63,050/-(Annexure C-6) from the complainants. On the photocopy of



the said banker cheque signature along with mobile number had been given by the official of the respondent in token of receipt of the said banker cheque. The said banker cheque bearing no.583617 dated 23.10.2012 was issued by the Punjab National Bank, Sector 23, Chandigarh in favour of Altus Space Builder Pvt. Ltd., therefore, it could only be got encashed by the respondent. Thus it was for the respondent to explain whether it was encashed but nothing is placed on record to support the version by respondent. Therefore, it is to be taken that amount of Rs.4,63,050/- was paid by the complainants to the respondent. --XXX--."

11. Aggrieved by the above said order dated 26.08.2021 of the Adjudicating Officer, the appellant has filed its present appeal before this Tribunal and has prayed to set aside impugned order.
12. There is no new contention taken by the appellant in the grounds of its appeal. However, it has inter alia been contended that (i) banker cheque No. 583617 dated 23.10.2012 has never been encashed in the account of the appellant; (ii) that the onus of proving, that the said banker cheque has been debited from the account of the complainants and was never remitted back, lies on the complainants; (iii) that the copy of the statement of account of the appellant from 01.10.2015 to 30.01.2016 showing non-receipt of the said banker cheque in the account of the appellant is annexed as Annexure A-1/1.
13. The appellant has not challenged the jurisdiction of the Adjudicating Officer for ordering refund along with interest and compensation even in the grounds of the appeal. However, learned counsel for the appellant inter alia stated before this Tribunal on 05.12.2022 that the Adjudicating Officer has passed the impugned order and in terms of the judgment in Newtech's case he was not authorized to do so. Thereafter, upon issue of notice, Sh. Sudhir



Kashyap, Advocate appeared before this Tribunal on 06.03.2023 and that day, this Tribunal has held as under;-

“If the appellant wishes to satisfy the claim of the respondent, the pendency of the appeal shall not be an impediment in the way of the execution proceedings, particularly, when it is pointed by the learned counsel for the appellant that payment qua two of the complainants have been made through cheque.”

On 17.04.2023, the learned counsel for the respondents, orally as well as through written submissions dated 13.04.2023, has contended, regarding jurisdiction of the Adjudicating Officer to adjudicate upon refund and interest, that the Authority while issuing a circular No. RERA/PB./LEGAL/24 dated 05.03.2021 during the pendency of **M/s Newtech Promoters and Developers Pvt. Ltd. versus State of UP & Ors. etc**, decided to delegate the power to the Adjudicating Officer in respect of such matters where claim was for return of the amount deposited by the allottee and in addition interest and compensation. He further contends that the complaint of the respondents was adjudicated and decided prior to the decision dated 11.11.2021 in **Newtech** (supra).



OPINION IN THE MATTER OF JURISDICTION OF THE ADJUDICATING OFFICER OF REAL ESTATE REGULATORY AUTHORITY PUNJAB FOR ADJUDICATION OF COMPLAINTS MADE IN COMPOSITE APPLICATION INVOLVING REFUND/RETURN OF AMOUNT DEPOSITED BY THE ALLOTTEE, INTEREST THEREON AND COMPENSATION:

14. I have expressed my opinion in detail while disposing of Appeal No. 277 of 2020 (**EMAAR India Ltd. (formerly EMAAR MGF Land Limited) versus Sandeep Bansal**) vide order dated 24.02.2022 and further updated it while disposing of cross appeals bearing Appeal No. 268 of 2020 (**Vijay Mohan Goyal & Anr. versus Real Estate Regulatory Authority Punjab & Ors.**) and

Appeal No. 6 of 2021 (**PDA Patiala versus Vijay Mohan & Ors.**) vide order dated 03.03.2022, as per which, I am of the view that the appeals, against the orders passed by the Adjudicating Officer in the complaints involving composite claim of refund, interest thereon and compensation, need not be remanded by this Tribunal to the Authority but should be decided by this Tribunal on merit, provided that such orders have been passed by the Adjudicating Officer pursuant to the directions imparted by the Authority in this regard vide its circular No. RERA/Pb./ENF-17 dated 19.03.2019 in view of the judgment dated 27.02.2019 of this Tribunal in Appeal No. 53 of 2018 or vide circular No. RERA/PB/LEGAL/24 dated 05.03.2021 of the Authority but before (in both the cases) the decision of the Authority circulated vide its circular No. RERA/LEGAL/2021/8950 dated 06.12.2021.

MY OPINION IN THE PRESENT APPEAL

15. One of the contentions, taken by the appellant in his appeal for challenging the aforesaid order dated 26.08.2021 of the Adjudicating Officer, is that as per aforesaid judgment dated 11.11.2021 passed by Hon'ble Supreme Court, the Adjudicating Officer has no jurisdiction to adjudicate upon the matters pertaining to refund of amount.

16. In this regard, it is mentioned that taking notice of reference of circular dated 05.03.2021 of the Authority in another order dated 15.04.2021 of the Adjudicating Officer in Appeal No. 130 of 2021 (**Country Colonisers Pvt. Ltd. versus Rupinder Kaur Narang and others**) and then perusing, with specific reference to aforesaid circular dated 05.03.2021, the judgment dated 11.11.2021 passed by Hon'ble Supreme Court of India in Civil Appeal No(s). 6745-6749 of 2021 titled 'M/s Newtech Promoters and Developers Pvt.



Ltd. versus State of UP & Ors. etc and connected matters', I arrived at the conclusion, specifically by conjoint reading of paragraphs 86, 120 & 116 (in this sequence) of the aforementioned judgment dated 11.11.2021 and section 81 of the Act, that the delegation of its power of "refund of the amount and interest thereon" by the Authority vide aforementioned circular dated 05.03.2021 to its Adjudicating Officer in the cases in which compensation (including payment of interest as compensation) is additionally claimed is in accordance with the mandate of law viz section 81 of the Act and hence, the so empowered/directed Adjudicating Officer has the jurisdiction to deal all cases where claim is for the return of amount deposited by allottee(s), interest thereon and in addition compensation (including payment of interest as compensation). Accordingly, during the proceedings held on 10.01.2022 in the afore-mentioned Appeal No. 130 of 2021, I expressed my aforementioned opinion, which has also been expressed by me as my view in the judgments/orders of this Tribunal in the appeals mentioned under paragraph 14 above and in some more appeals disposed of thereafter. Because aforesaid circular dated 05.03.2021 has been amended by the Authority vide its circular dated 06.12.2021 i.e. after the date of the impugned order dated 26.08.2021, therefore, I hereby hold that the Adjudicating Officer was having jurisdiction at the time of passing the impugned order dated 26.08.2021 to deal with the complaints/applications involving refund of the amount deposited, interest thereon and compensation etc.



17. Hon'ble High Court of Punjab and Haryana, in the judgment dated 17.08.2022 passed by it in CWP No. 7738 of 2022 (**M/s International Land Developers Private Limited versus Aditi Chauhan and others**) and connected matters, while inter alia

deciding the issues raised with regard to the manner of execution of the orders impugned in CWP No. 9942 of 2022 (one of the said connected matters), has held as under:-

“99. Again it is to be noticed that though learned senior counsel for the petitioner argued that the office order dated 16.03.2022 passed by the Authority, thereby delegating its powers upon the Adjudicating Officer to hear an execution application filed by respondent no.3 herein (complainant), is beyond the jurisdiction of the Authority and consequently the order passed by the AO in such execution proceedings on 30.03.2022 is also without jurisdiction; yet, we agree with learned counsel for the respondent Authority that with Section 81 of the Act empowering the Authority to delegate any of its powers and functions, other than the power to frame regulations under Section 85, to any member or officer of the Authority (or any other person), subject to any condition specified in the order, such delegation vide the said order dated 16.03.2022 (Annexure P-26) cannot be held to be beyond such power conferred upon the Authority.

It is to be observed that execution of orders is a function that can be effectively carried out by the Adjudicating Officer, especially with Section 71 of the Act stipulating that such officer would be a person who is or has been a District Judge. Thus, very obviously such Adjudicating Officer would be completely familiar with the manner of execution of a decree issued or order passed in civil proceedings; and consequently would be the appropriate person to execute his own orders as also those of the Tribunal/Authority under the Act.” [Emphasis laid]

18. It has inter alia been contended in the present appeal that banker's cheque No. 583617 dated 23.10.2012 has never been encashed in the account of the appellant. To support its this contention, the appellant has filed Application No. 136 of 2021 for placing on record the statement of account of the appellant from 01.10.2015 to 30.01.2016 as additional evidence in support of its claim of non-receipt of the said banker's cheque in the account of the appellant.



Appeal No. 119 of 2021

15

In the said Application No. 136 of 2021, it has also been contented that the onus of proving, that the said banker cheque has been debited from the account of the complaints and was never remitted back, lies on the complainants.

19. This contention of the appellant is frivolous because the bank issues banker's cheque only after receipt of the amount along with applicable charges/commission from an applicant who requests the bank to issue such banker's cheque in favor of some beneficiary. Once the said banker's cheque drawn in favour of the appellant was handed over to the appellant, it was the appellant's responsibility to get it encashed by depositing it in one of the bank-accounts of the appellant.

20. I find no merit in the present appeal to warrant interference in the aforesaid order date 26.08.2021 passed by the Adjudicating Officer in the complaint bearing AdC No. 15272020.

21. Hence, the appeal is hereby dismissed. However, in case the banker's cheque has still not been got encashed by the appellant, the matter may be taken up by the appellant with the bank, may be with the cooperation of the respondents in this regard, if at all necessary.

22. File be consigned to record room after filing a copy of this order in the file of this appeal and after sending a copy to each of the parties as well as to the Authority and the Adjudicating Officer.

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

April 17th, 2023

Certified To Be True Copy
Dr. Anand Kumar
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

24/04/2023.