

(2020) 11 SC CK 0002

In the Supreme Court Of India

Case No : Civil Appeal No. 3581, 3590, 3591 Of 2020

M/S. Imperia Structures Ltd.

APPELLANT

Vs

Anil Patni And Another

RESPONDENT

Date of Decision : 02-11-2020

Acts Referred:

Haryana Real Estate (Regulation And Development) Rules, 2017 — Rule 14
Consumer Protection Act, 1986 — Section 2(d), 2(1)(d), 2(1)(d)(i), 3, 12(4), 23, 24
Real Estate (Regulation and Development) Act, 2016 — Section 2(d), 2(zg), 2(zj),
2(zk), 3, 4, 5, 18, 18(1), 19, 22, 37, 46, 71, 71(1), 79, 88, 89
Tamil Nadu Cooperative Societies Act, 1983 — Section 156
Consumer Protection Act, 2019 — Section 2(7), 2(33), 2(37), 2(42), 85, 86, 100, 107

Citation : (2020) 12 Scale 263 : (2020) 10 SCC 783 : (2020) 11 JT 96 : (2020) 4 CPR 252

Hon'ble Judges : Uday Umesh Lalit, J; Vineet Saran, J

Bench : Division Bench

Advocate : Simranjeet Singh, Rea Dube, Gautam Talukdar, Priyanjali Singh, Rahul Rathore, Karunesh Kumar Shukla

Final Decision : Dismissed

Judgement

'''

Uday Umesh Lalit, J'''''

1. These appeals [Arising out of Civil Appeal Diary No. 9796 of 2019] under Section 23 of the Consumer Protection Act, 1986 (hereinafter referred'''''

to as â??the CP Actâ?) are directed against the common judgement and order dated 12.09.2018 passed by the National Consumer Disputes'''''

Redressal Commission, New Delhi (hereinafter referred to as â??the Commissionâ?) in Consumer Case Nos.3011, 3012, 3013, 3014, 3015, 3016'''''

3017, 3018, 3019 and 3020 of 2017. The relevant facts leading to the filing of the aforesaid Consumer Cases are almost identical and for the present'''''

purposes the facts leading to the filing of Consumer Case No.3011 of 2017 are set out in detail and the appeal arising therefrom is taken as the lead,,,

appeal. The connected appeal seeks to challenge the judgment and order dated 09.08.2018 passed by the Commission in Consumer Case No.1605 of,,,

2017 and raises same issues of fact and law. Delay in filing these appeals is condoned.,,,

2. A Housing Scheme called "The ESFERA" in Sector 13C, Gurgaon, Haryana (hereinafter referred to as "the Project") was launched by,,,

the Appellant sometime in 2011 and all the original Complainants booked their respective apartments by paying the booking amounts and thereafter,,,

each of them executed Builder Buyer Agreement (hereinafter referred to as "the Agreement") with the Appellant.,,,

3. The Respondents in the leading appeal (hereinafter referred to as "the Respondents") booked Apartment No.1803 on the 18th Floor of Tower,,,

No. "C" having super built up area 153.34 Sq. meters (1650 Sq. feet approx.) @ Rs.36530.2 per Sq. meter (Rs.3395/- per Sq. foot). The basic,,,

price was thus Rs.56,01,750/- to which additional charges such as preferential location charges for "corner" "park facing" and for "higher",,,

floor" as well as charges for reserve parking, club membership and development were added; the aggregate price being Rs.76,43,000/-.",,,

4. Clauses 11.1 and 11.2 of the Agreement dated 30.11.2013 entered into by the Respondents dealt with "delay due to reasons beyond the control,,,

of the Developer/Company" and "failure to deliver possession due to Government Rules, Orders, Notifications, etc." respectively. Clause,,,

11.4 of the Agreement was:-,,,

"11.4 FAILURE TO DELIVER POSSESSION: REMEDY TO THE COMPANY,,,

The intending Allottee(s) agrees that in consequence of the Developer/Company abandoning the Scheme or becoming unable to give possession within,,,

three years from the date of execution of this Agreement to such extended periods as permitted under this Agreement, the Developer/Company shall",,,

be entitled to terminate this Agreement whereupon the Developer/Company's liability shall be limited to the refund of the amounts paid by the,,,

Intending Allottee(s) with simple interest @ 9% per annum for the period such amounts were relying with the Developer/Company and to pay no other,,,

compensation whatsoever. However, the Developer/Company may, at its sole

option and discretion, decide not to terminate this Agreement in which",,,
event the Developer/Company agrees to pay only to the original Intending Allottee(s) and not to anyone else and only in cases other than those,,,
provided in Clauses 11.1, 11.2, 11.3 and Clause 41 and subject to the Intending Allottee(s) not being in default under any term of this Agreement,",,
compensation @ Rs.5/- per sq. ft. equal to Rs.53.8/- Per Sq. Meter of the super area of the said Apartment per month for the period of such delay,,,
beyond three & half years or such extended periods as permitted under this Agreement. The adjustment of such compensation shall be done only at,,,
the time of settling the final accounts for handing over/conveyancing the said Apartment to the intending Allottee(s) first named in this Agreement and,,,
not earlier.â??,,,

Clause 41 of the Agreement was as under:-,,,

â??41. FORCE MAJURE,,,

â??The Developer/Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this,,,

Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to",,,

procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour",,,

unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer/Company.â??,,,

5. On 01.05.2016, the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as, â??the RERA Actâ??) came into force.",,,

6. Over a period of time the Respondents had paid Rs.63,53,625/- out of the agreed sum of Rs.76,43,000/-. However, even after four years there",,,

were no signs of the Project getting completed. In the circumstances Consumer Case No.3011 of 2017 was preferred by the Respondents on,,,

11.10.2017 before the Commission submitting, inter alia,-",,,

â??11. That the complainants regularly visited the site but were surprised to see that the construction was never in progress. No one was present on,,,

the site to address the queries of the buyers/allotees/purchases including the present complainant. The O.P despite taking a substantial amount,,,

towards the consideration deliberately did not construct the towers in which house of the complainant was situated. The entire site seems to be an,,,

abandoned piece of land with semi constructed structure. Despite a delay of many months, the construction of the apartment has not been completed." ,,,

It can hence be seen that the O.P is deficient in renderings services and after extracting most of the money from the buyers/allotees/purchases have ,,,

deliberately stopped the construction of the houses. ,,,

12. That it could be seen that the construction of the residential unit â??THE ESFERAâ?? in which the buyers/allotees/purchasers flats were booked ,,,

many months back, with a promise by the O.P. to deliver the same within 42 months were never completed for the reasons best known to the O.P. ,,,

which clearly shows the ulterior motive of the O.P. to extract money from the innocent buyers fraudulently and also demonstrates the unfair trade ,,,

practices and restrictive trade practices under the ambit of consumer protection act 1986. ,,,

16. That as per the clause 11.4 of the Buyerâ??s Agreement, it was agreed by the O.P. that in case of any delay, the O.P. shall pay to the ,,,

buyers/allotees/purchasers, a compensation at the rate of Rs.5/- per sq. ft. per month for the period of the delay. It could be seen here that the O.P" ,,,

has incorporated the Clause 11.4 in the one sided buyerâ??s agreement and has offered to pay a meagre sum of Rs.5/-per square feet for every ,,,

month of delay if we calculate the amount in terms of financial charges, it comes to approximate @ 1.4% per annum rate of interest. Even these" ,,,

charges are to be paid after 42 months of period that is taken by the O.P to construct the houses as per the buyerâ??s agreement. This shows that ,,,

the O.P. has found a cheap source of funding the commercial projects from the hard earned savings and borrowed money of innocent residential ,,,

apartments/house buyers like the present complainants. The O.P is raising funds at the interest rate of mere 1.4% per annum and that too with initial ,,,

42 months of interest free duration. ,,,

30. That the value of goods/services along with compensation claimed in the present complaint is above one crore rupees hence the complainants are ,,,

Value of goods and services,"Rs.76,43,000/-" ,,,

Compensation claimed,"Rs.40,51,579/-" ,,,

e) quarterly up-to-date status of the project; and ,,,

f) such other information and documents as may be specified by the regulations made by the authority. ,,,

(xiii) The Promoter shall be responsible to make available to the allottees, the following information at the time of the booking and issue of allotment",,,

letter:-,,,

a) Sanctioned plans, layout, along with specifications, approved by the competent authority and other information as prescribed in Rule 14 of 2017",,,

framed under the provision of the Real Estate (Regulation and Development) Act 2016 and the same shall be displayed at the site or such other place,,,

as may be specified by the regulations made by the Authority.â??,,,

8. In its response dated 18.01.2018 to the aforesaid Consumer Case No.3011 of 2017, the Appellant challenged the jurisdiction of the Commission",,,

inter alia, on the ground that the apartment having been booked for commercial purposes, the Respondents would not come within the definition of",,,

â??the consumerâ? under Section 2(d) of the CP Act. No reference was however made to the fact that the Project had been registered under the,,,

RERA Act. It was submitted:-,,,

â??8. That the contents and averments made in para 8 are wrong and denied. It is denied that the date of possession of the unit was 30th May, 2017.",,,

It is submitted that the respondents had clearly mentioned the schedule for possession of the said apartment/Unit was based upon its present plans and,,,

estimates and subject to all just exceptions, contemplates to complete the construction of the said building/said apartment within a period of three and",,,

half years for the date of execution of this agreement unless there is delay or there shall be failure due to reasons beyond the control of the company,,,

including Force-Majeure events, delay due to compliance of new rules, regulations, orders or notifications made/issued by government or any other",,,

authorities with respect to construction at the project site.,,,

11. That the contents and averments made in Para 11 are wrong and denied. It is pertinent to mention here that the construction of the Tower in,,,

which the Unit of the Complainant was allotted is in full Swing and is nearing possession. The allegations levelled by the Complainant are concocted &,,,

baseless.,,,

9. In their replication, the Respondents submitted, inter alia,:-",,,

â??â?|.. the buyerâ??s agreement was a fixed set of papers",,,

which was asked to be signed by the complainant and no modification was

entertained by the O.P. On request to change the one sided clauses, it was",,,
told that the buyer's agreement has to be signed as it is and in case it is not
acceptable than the allotment will stand cancelled and earnest money,,,
will be forfeited.â??,,,

10. Consumer Case No.3011 of 2017 was allowed by the Commission by its
judgement and order dated 12.09.2018. It was observed:-,,,

â??10. It is pertinent to note that the Developer has not filed any evidence to
support his contention that the delay occurred due to force majeure,,,

events. In fact demonetization, non-availability of contractual labour, delay in
notifying approvals cannot be construed to be force majeure events from",,,
any angle.,,,

11. Learned Counsel for the Developer vehemently argued that the Complainants
were offered alternative accommodation vide letter dated,,,

03.04.2017 which was not accepted by them. The said letter is reproduced as
hereunder:-,,,

â??Be that as it may, in view of your allegations of delay which we deny, we
hereby offer that till we complete construction of your subject matter",,,

flat we shall arrange alternative accommodation/flat for you in Group Housing
Colony named â??Takshila Heightsâ? situated at Sector-37C, Gurgaon",,,

on lease/rent with immediate effect. We will bear the rent of alternative
accommodation/flat at â??Takshila Heightsâ?. However, you shall have to",,,

pay the common area maintenance charges and other user based charges like
electricity, etc., which you would have done for your flat in",,,

â??Esferaâ? as well.â?? (Emphasis supplied),,,

12. It is significant to mention that in the afore-noted letter there is an admission
by the Developer that the construction is still not completed.,,,

Additionally, even the specific date of delivery of possession has not been
mentioned anywhere either in the Written Version or in the Affidavit or",,,

even in the letter dated 03.04.2017 which the Counsel is relying upon.â??,,,

Concluding that the Appellant was deficient in rendering service, the Commission
granted relief to the Respondents in following terms:-",,,

â??14. Keeping in view the admitted incomplete construction, the fact that some
of the Complainants have also taken bank loans and are paying",,,

EMIs and considering the stipulation provided in Clause 11.4, this Complaint is
partly allowed directing the Developer to refund the amounts deposited",,,

with simple interest @ 9% p.a. from the respective dates of deposits till the date of realization together with costs of Rs.50,000/- to be paid to each of",,,

the Complainants. The directions are to be complied withing fours weeks from the date of receipt of a copy of the order, failing which, the amount",,,

shall attract interest @ 12% p.a. for the said period.â???,,,

11. Similarly, all other complaints were allowed by the Commission granting relief of refund of the amounts deposited by each of the Complainants",,,

with simple interest @ 9% per annum from the respective dates of deposits alongwith Rs.50,000/- towards costs. It was also directed that the",,,

amounts be deposited within four weeks, failing which the amounts would carry interest @ 12% per annum.",,,

12. The Appellant being aggrieved preferred the instant appeals on 14.03.2019. By way of Additional Documents, a copy of the letter dated",,,

17.11.2017 was placed on record. An order passed by Haryana Authority, Gurugram on 17.01.2019 in a complaint preferred by one Himanshu Giri",,,

was also placed on record. The directions issued in said order were to the following effect:-",,,

â??27. After taking into consideration all the material facts as adduced and produced by both the parties, the authority exercising powers vested in it",,,

under section 37 of the Real Estate (Regulation and Development) Act, 2016 hereby issues the following directions to the respondent in the interest of",,,

justice and fair play:",,,

i. The respondent is directed to provide delay possession charges at the prescribed rate of 10.75% per annum for every month of delay w.e.f.,,,

15.9.2016 as per the provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016.",,,

ii. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and thereafter monthly payment of",,,

S.No.,Consumer Case Number,"Amount Directed to

be Refunded by

Appellant to

Complainant(s)

(In Rupees)","Amount Refunded

by Appellant (In

Rupees)

- 1., "Consumer Case No.3011
of 2017", "Rs.63,53,625/-", "10,00,000/-
- 2., "Consumer Case No.3012
of 2017", "Rs.55,35,223/-", "8,00,000/-
- 3., "Consumer Case No.3013
of 2017", "Rs.79,45,547/-", NIL
- 4., "Consumer Case No.3014
of 2017", "Rs.75,85,280/-", NIL
- 5., "Consumer Case No.3015
of 2017", "Rs.56,39,495/-", NIL
- 6., "Consumer Case No.3016
of 2017", "Rs.65,26,929/-", NIL
- 7., "Consumer Case No.3017
of 2017", "Rs.65,76,497/-", "8,00,000/-
- 8., "Consumer Case No.3018
of 2017", "Rs.56,76,600/-", "8,00,000/-
- 9., "Consumer Case No.3019
of 2017", "77,46,851/-", NIL
- 10., "Consumer Case No.3020
of 2017", "Rs.1,02,66,866/-", NIL

f) The order passed in the case of Himanshu Giri had directed payment of interest @ 10.75% per annum without issuing any direction for refund of,,, money. The approach so adopted would be conducive to completion of construction and at the same time would balance the interest of the allottees.,,,

g) Considering the provisions of the RERA Act and the fact that the registration being valid upto 31.12.2020, the orders passed by the Commission be",,,, set aside and instead the Complainants be granted interest @ 10.75% p.a. on the amounts deposited; whereby the Project would be completed without,,, putting the Appellant under any financial strain and at the same time the relief in the nature of interest on investment would also be accruable to the,,,

allottees.,,,

16. Ms. Priyanjali Singh, learned Advocate for the Respondents as well as for some of the other Complainants submitted:-",,,

a) All the Complainants had purchased only one residential apartment each for self-use. They had taken home loans, except the Complainant in",,,

Consumer Case No.3020 of 2017 who after his retirement as Group Captain from the Indian Air Force had used all his retirement dues to book the",,,

apartment. Therefore, the issue whether the Complainants satisfied the requirements of being â??Consumersâ? under the provisions of the CP Act",,,

was rightly decided in favour of the Complainants.,,,

b) The question whether the delay occurred due to force majeure events was also rightly answered in favour of the Complainants and no reasonable",,,

explanation was available on record to dislodge that finding.,,,

c) In the backdrop of these findings, the Commission was justified in accepting the claim of the Complainants. In fact, the award of interest @ 9% per",,,

annum was at a lower level.,,,

d) At no stage, any plea was taken before the Commission that the Project was registered under the RERA Act or about the effect of the RERA",,,

Act. No such plea was taken even in the appeal memo. Consequently, it would not be open to the Appellant to raise any submissions about the",,,

applicability of the RERA Act.,,,

e) In any case, as construed by this Court consistently, the remedy afforded by the CP Act would be an additional remedy to a consumer and said",,,

legal position remained unchanged even after the enactment of the RERA Act.,,,

17. Three Complainants viz. (a) Chandra Shekhar; (b) Rajat Verma; and (c) Krishan Kumar appeared in person and advanced submissions. It was",,,

submitted, inter alia, that the decision of the Commission did not call for any interference and that they be refunded the entire amount with 12%",,,

interest instead of 9% as awarded by the Commission.,,,

18. At the outset, we must deal with two factual issues. It was concluded by the Commission that; (i) all the Complainants were â??Consumersâ??",,,

within the meaning of the Act and that; (ii) there was delay on part of the Appellant in completing the construction within time. The stand taken by the",,,

Appellant at various stages, itself acknowledged that there was delay but the

Appellant tried to rely on certain events as mentioned in ground (c)",,,
quoted hereinabove. In our view, the conclusions drawn by the National
Commission in relation to these issues are absolutely correct and do not call",,,
for any interference.,,,

19. Before we deal with the issues about the applicability and effect of the RERA
Act as well as the effect of registration of the Project under the,,,

RERA Act, the relevant provisions of the CP Act and the RERA Act may be
extracted:-",,,

A] The Consumer Protection Act, 1986",,,

The CP Act was enacted, inter alia, â??to provide for better protection of the
interest of the consumerâ?; to promote and protect the rights of",,,

consumers such as â??the rights to seek redressal against unfair trade practices
or unscrupulous exploitation of consumersâ?. Sections 3, 12(4) and",,,

24 were to the following effect: -,,,

â??3. Act not in derogation of any other law.â?"The provisions of this Act shall be
in addition to and not in derogation of the provisions of any other",,,

law for the time being in force.,,,

12. Manner in which complaint shall be made. â?|.,,,

(1) â?| â?| â?|.,,,

(2) â?| â?| â?|.,,,

(3) â?| â?| â?|.,,,

(4) Where a complaint is allowed to be proceeded with under sub-section (3), the
District Forum may proceed with the complaint in the manner",,,

provided under this Act:,,,

Provided that where a complaint has been admitted by the District Forum, it shall
not be transferred to any other court or tribunal or any authority set",,,

up by or under any other law for the time being in force.,,,

â?| â?| â?|.,,,

24. Finality of orders. â?" Every order of a District Forum, the State Commission
or the National Commission shall, if no appeal has been preferred",,,

against such order under the provisions of this Act, be final.â??",,,

B] The Real Estate (Regulation and Development) Act, 2016",,,

Sections 2(d), 2(zg), 2(zj) and 2(zk) define expressions â??Allotteeâ?, â??

Person, "Project" and "Promoter" respectively. Sections 3, 4, 5, 18, 19, 22, 46, 71, 79, 88 and 89 of the RERA Act are as under:-

3. Prior registration of real estate project with Real Estate Regulatory Authority,

(1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the

case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory

Authority established under this Act;

PROVIDED that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the

promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement,

of this Act;

PROVIDED FURTHER that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area

but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the

provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.

(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required

(a) where the area of land proposed to be developed does not exceed five hundred square meters or the number of apartments proposed to be

developed does not exceed eight inclusive of all phases: Provided that, if the appropriate Government considers it necessary, it may, reduce the

threshold below five hundred square meters or eight apartments, as the case may be, inclusive of all phases, for exemption from registration under this

Act;

(b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;

(c) for the purpose of renovation or repair or re-development which does not involve marketing, advertising selling or new allotment of any apartment,

plot or building, as the case may be, under the real estate project.

Explanation.â?"For the purpose of this section, where the real estate project is to be developed in phases, every such phase shall be considered a",,,

stand alone real estate project, and the promoter shall obtain registration under this Act for each phase separately.",,,

4. Application for registration of real estate projects,,,

(1) Every promoter shall make an application to the Authority for registration of the real estate project in such form, manner, within such time and",,,

accompanied by such fee as may be prescribed.,,,

(2) The promoter shall enclose the following documents along with the application referred to in sub-section (1), namely:â?"",,,

(a) a brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies,",,

competent authority), and the particulars of registration, and the names and photographs of the promoter;"",,,

(b) a brief detail of the projects launched by him, in the past five years, whether already completed or being developed, as the case may be, including",,,

the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending;"",,,

(c) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may,,,

be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated",,,

copy of the approvals and commencement certificate from the competent authority for each of such phases;,,,

(d) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the",,,

competent authority;,,,

(e) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting,,,

facilities, drinking water facilities, emergency evacuation services, use of renewable energy;"",,,

(f) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and",,,

longitude of the end points of the project;,,,

(g) proforma of the allotment letter, agreement for sale, and the conveyance

deed proposed to be signed with the allottees;" ,,,

(h) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the" ,,,

exclusive open terrace areas apartment with the apartment, if any;" ,,,

(i) the number and areas of garage for sale in the project;,,,

(j) the names and addresses of his real estate agents, if any, for the proposed project;" ,,,

(k) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the" ,,,

proposed project;,,,

(l) a declaration, supported by an affidavit, which shall be signed by the promoter or any person authorised by the promoter, stating:" ,,,

â?" ,,,

(A) that he has a legal title to the land on which the development is proposed along with legally valid documents with authentication of such title, if" ,,,

such land is owned by another person;,,,

(B) that the land is free from all encumbrances, or as the case may be details of the encumbrances on such land including any rights, title, interest or" ,,,

name of any party in or over such land along with details;,,,

(C) the time period within which he undertakes to complete the project or phase thereof, as the case may be;" ,,,

(D) that seventy per cent. of the amounts realised for the real estate project from the allottees, from time to time, shall be deposited in a separate" ,,,

account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose: Provided that,,,

the promoter shall withdraw the amounts from the separate account, to cover the cost of the project, in proportion to the percentage of completion of" ,,,

the project: Provided further that the amounts from the separate account shall be withdrawn by the promoter after it is certified by an engineer, an" ,,,

architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project: Provided also that,,,

the promoter shall get his accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall" ,,,

produce a statement of accounts duly certified and signed by such chartered

accountant and it shall be verified during the audit that the amounts,,,
collected for a particular project have been utilised for the project and the
withdrawal has been in compliance with the proportion to the percentage of,,,
completion of the project. Explanation.â?"",,,

For the purpose of this clause, the term ""schedule bank"" means a bank
included in the Second Schduled to the Reserve Bank of India Act, 1934;""",,,

(E) that he shall take all the pending approvals on time, from the competent
authorities;""",,,

(F) that he has furnished such other documents as may be prescribed by the
rules or regulations made under this Act; and (m) such other information,,,
and documents as may be prescribed.,,,

(3) The Authority shall operationalise a web based online system for submitting
applications for registration of projects within a period of one year,,,
from the date of its establishment.,,,

5. Grant of registration,,,

(1) On receipt of the application under sub-section (1) of section 4, the Authority
shall within a period of thirty days."",,,

(a) grant registration subject to the provisions of this Act and the rules and
regulations made thereunder, and provide a registration number, including a""",,,

Login Id and password to the applicant for accessing the website of the Authority
and to create his web page and to fill therein the details of the,,,

proposed project; or,,,

(b) reject the application for reasons to be recorded in writing, if such application
does not conform to the provisions of this Act or the rules or""",,,

regulations made thereunder:,,,

PROVIDED that no application shall be rejected unless the applicant has been
given an opportunity of being heard in the matter.,,,

(2) If the Authority fails to grant the registration or reject the application, as the
case may be, as provided under sub-section (1), the project shall be""",,,

deemed to have been registered, and the Authority shall within a period of seven
days of the expiry of the said period of thirty days specified under""",,,

sub-section (1), provide a registration number and a Login Id and password to
the promoter for accessing the website of the Authority and to create""",,,

his web page and to fill therein the details of the proposed project.,,,

(3) The registration granted under this section shall be valid for a period declared by the promoter under sub-clause (C) of clause (1) of sub-section,,,

(2) of section 4 for completion of the project or phase thereof, as the case may be.",,,

18. Return of amount and compensation,,,

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,â?"",,,,

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or",,,,

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other,,,

reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy",,,

available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be",,,,

prescribed in this behalf including compensation in the manner as provided under this Act:,,,

PROVIDED that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay,",,,

till the handing over of the possession, at such rate as may be prescribed.",,,

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being",,,,

developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred",,,,

by limitation provided under any law for the time being in force.,,,,

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance,,,

with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under",,,,

this Act.,,,,

19. Rights and duties of allottees,,,

(1) The allottee shall be entitled to obtain the information relating to sanctioned plans, layout plans along with the specifications, approved by the",,,,

competent authority and such other information as provided in this Act or the rules and regulations made thereunder or the agreement for sale signed,,,

with the promoter.,,,

(2) The allottee shall be entitled to know stage-wise time schedule of completion of the project, including the provisions for water, sanitation, electricity",,,

and other amenities and services as agreed to between the promoter and the allottee in accordance with the terms and conditions of the agreement for,,,

sale.,,,

(3) The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be",,,

entitled to claim the possession of the common areas, as per the declaration given by the promoter under sub-clause (C) of clause (I) of sub-section",,,

(2) of section 4.,,,

(4) The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the,,,

manner as provided under this Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building,",,

as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a developer on account of",,,

suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder.,,,

(5) The allottee shall be entitled to have the necessary documents and plans, including that of common areas, after handing over the physical",,,

possession of the apartment or plot or building as the case may be, by the promoter.",,,

(6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be",,,

responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time,,,

and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if",,,

any.,,,

(7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid",,,

under sub-section (6).,,,

(8) The obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) may be reduced when mutually agreed,,,

to between the promoter and such allottee.,,,

(9) Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or",,,

cooperative society of the allottees, or a federation of the same.",,,

(10) Every allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the",,,

occupancy certificate issued for the said apartment, plot or building, as the case may be.",,,

(11) Every allottee shall participate towards registration of the conveyance deed of the apartment, plot or building, as the case may be, as provided",,,

under sub-section (1) of section 17 of this Act.,,,

22. Qualifications of Chairperson and Members of Authority.-,,,

The Chairperson and other Members of the Authority shall be appointed by the appropriate Government on the recommendations of a Selection,,,

Committee consisting of the Chief Justice of the High Court or his nominee, the Secretary of the Department dealing with Housing and the Law",,,

Secretary, in such manner as may be prescribed, from amongst persons having adequate knowledge of and professional experience of at-least twenty",,,

years in case of the Chairperson and fifteen years in the case of the Members in urban development, housing, real estate development, infrastructure,",,

economics, technical experts from relevant fields, planning, law, commerce, accountancy, industry, management, social service, public affairs or",,,

administration:,,,

Provided that a person who is, or has been, in the service of the State Government shall not be appointed as a Chairperson unless such person has",,,

held the post of Additional Secretary to the Central Government or any equivalent post in the Central Government or State Government:,,,

Provided further that a person who is, or has been, in the service of the State Government shall not be appointed as a member unless such person has",,,

held the post of Secretary to the State Government or any equivalent post in the State Government or Central Government.,,,

46. Qualifications for appointment of Chairperson and Members.-,,,

1) A person shall not be qualified for appointment as the Chairperson or a Member of the Appellate Tribunal unless he,â?"",,,

(a) in the case of Chairperson, is or has been a Judge of a High Court; and",,,

(b) in the case of a Judicial Member he has held a judicial office in the territory of India for at least fifteen years or has been a member of the Indian,,,

Legal Service and has held the post of Additional Secretary of that service or any equivalent post, or has been an advocate for at least twenty years",,,

with experience in dealing with real estate matters; and,,,

(c) in the case of a Technical or Administrative Member, he is a person who is well-versed in the field of urban development, housing, real estate",,,

development, infrastructure, economics, planning, law, commerce, accountancy, industry, management, public affairs or administration and possesses",,,

experience of at least twenty years in the field or who has held the post in the Central Government or a State Government equivalent to the post of,,,

Additional Secretary to the Government of India or an equivalent post in the Central Government or an equivalent post in the State Government.,,,

(2) The Chairperson of the Appellate Tribunal shall be appointed by the appropriate Government in consultation with the Chief Justice of High Court,,,

or his nominee.,,,

(3) The Judicial Members and Technical or Administrative Members of the Appellate Tribunal shall be appointed by the appropriate Government on,,,

the recommendations of a Selection Committee consisting of the Chief Justice of the High Court or his nominee, the Secretary of the Department",,,

handling Housing and the Law Secretary and in such manner as may be prescribed.,,,

71. Power to adjudicate,,,

(1) For the purpose of adjudging compensation under sections 12, 14, 18 and section 19, the Authority shall appoint in consultation with the appropriate",,,

Government one or more judicial officer as deemed necessary, who is or has been a District Judge to be an adjudicating officer for holding an inquiry",,,

in the prescribed manner, after giving any person concerned a reasonable opportunity of being heard:",,,

PROVIDED that any person whose complaint in respect of matters covered under sections 12, 14, 18 and section 19 is pending before the Consumer",,,

Disputes Redressal Forum or the Consumer Disputes Redressal Commission or the National Consumer Redressal Commission, established under",,,

section 9 of the Consumer Protection Act, 1986, on or before the commencement

of this Act, he may, with the permission of such Forum or",,,

Commission, as the case may be, withdraw the complaint pending before it and file an application before the adjudicating officer under this Act.",,,

(2) The application for adjudging compensation under sub-section (1), shall be dealt with by the adjudicating officer as expeditiously as possible and",,,

dispose of the same within a period of sixty days from the date of receipt of the application:,,,

PROVIDED that where any such application could not be disposed of within the said period of sixty days, the adjudicating officer shall record his",,,

reasons in writing for not disposing of the application within that period.,,,

(3) While holding an inquiry the adjudicating officer shall have power to summon and enforce the attendance of any person acquainted with the facts,,,

and circumstances of the case to give evidence or to produce any document which in the opinion of the adjudicating officer, may be useful for or",,,

relevant to the subject matter of the inquiry and if, on such inquiry, he is satisfied that the person has failed to comply with the provisions of any of the",,,

sections specified in sub-section (1), he may direct to pay such compensation or interest, as the case may be, as he thinks fit in accordance with the",,,

provisions of any of those sections.,,,

79. Bar of jurisdiction,,,

No civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which the Authority or the adjudicating officer or the,,,

Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any court or other authority in respect of any,,,

action taken or to be taken in pursuance of any power conferred by or under this Act.,,,

88. Application of other laws not barred,,,

The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force.",,,

89. Act to have overriding effect,,,

The provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force.â??",,,

20. The question whether the remedies available to the consumers under the provisions of the CP Act would be additional remedies, was considered",,,

by this Court in some cases, the notable cases being:-",,,

i) In Secretary, Thirumurugan Cooperative Agricultural Credit Society vs. M. Lalitha (dead) through LRs. and others (2004) 1 SCC 305, this Court",,,

observed:-",,,

â??11. From the Statement of Objects and Reasons and the scheme of the 1986 Act, it is apparent that the main objective of the Act is to provide for",,,

better protection of the interest of the consumer and for that purpose to provide for better redressal, mechanism through which cheaper, easier",,,

expeditious and effective redressal is made available to consumers. To serve the purpose of the Act, various quasi-judicial forums are set up at the",,,

district, State and national level with wide range of powers vested in them. These quasi-judicial forums, observing the principles of natural justice, are",,,

empowered to give relief of a specific nature and to award, wherever appropriate, compensation to the consumers and to impose penalties for non-",,,

compliance with their orders.,,,

12. As per Section 3 of the Act, as already stated above, the provisions of the Act shall be in addition to and not in derogation of any other provisions",,,

of any other law for the time being in force. Having due regard to the scheme of the Act and purpose sought to be achieved to protect the interest of",,,

the consumers better, the provisions are to be interpreted broadly, positively and purposefully in the context of the present case to give meaning to",,,

additional/extended jurisdiction, particularly when Section 3 seeks to provide remedy under the Act in addition to other remedies provided under other",,,

Acts unless there is a clear bar.â??",,,

The issue in this case was whether in the face of Section 156 of the Tamil Nadu Cooperative Societies Act, 1983 the concerned persons could avail",,,

remedies under the CP Act. Interpreting Section 3 of the CP Act, it was held that the remedy provided under the CP Act would be in addition to the",,,

remedies provided under the other Acts.,,,

ii) In National Seeds Corporation Limited vs. M. Madhusudhan Reddy and another (2012) 2 SCC 506, it was observed:-",,,

â??57. It can thus be said that in the context of farmers/growers and other consumers of seeds, the Seeds Act is a special legislation insofar as the",,,

provisions contained therein ensure that those engaged in agriculture and horticulture get quality seeds and any person who violates the provisions of",,,

the Act and/or the Rules is brought before the law and punished. However, there is no provision in that Act and the Rules framed thereunder for",,,

compensating the farmers, etc. who may suffer adversely due to loss of crop or deficient yield on account of defective seeds supplied by a person",,,

authorised to sell the seeds. That apart, there is nothing in the Seeds Act and the Rules which may give an indication that the provisions of the",,,

Consumer Protection Act are not available to the farmers who are otherwise covered by the wide definition of "consumer" under Section 2(1)(d),,,

of the Consumer Protection Act. As a matter of fact, any attempt to exclude the farmers from the ambit of the Consumer Protection Act by",,,

implication will make that Act vulnerable to an attack of unconstitutionality on the ground of discrimination and there is no reason why the provisions,,,

of the Consumer Protection Act should be so interpreted.,,,

and",,,

62. Since the farmers/growers purchased seeds by paying a price to the appellant, they would certainly fall within the ambit of Section 2(1)(d)(i) of the",,,

Consumer Protection Act and there is no reason to deny them the remedies which are available to other consumers of goods and services.",,,

In this case the provisions of the CP Act and those under the Seeds Act, 1966 were considered.",,,

iii) In *Virender Jain vs. Alaknanda Cooperative Group Housing Society Limited and others* (2013) 9 SCC 383, it was observed by this Court as under:-",,,

13. The other question which needs to be considered is whether the District Forum should not have entertained the complaints filed by the,,,

appellants and directed them to avail the statutory remedies available under the Cooperative Societies Act. Shri Neeraj Jain vehemently argued that,,,

the forums constituted under the Act cannot grant relief to the appellants because the action taken by Respondent 1 was approved by the authorities,,,

constituted under the Cooperative Societies Act, who were not impleaded as parties in the complaints.",,,

14. In our view, there is no merit in the submission of the learned Senior Counsel. In the complaints filed by them, the appellants had primarily",,,

challenged the action of Respondent 1 to refund the amounts deposited by them and thereby extinguished their entitlement to get the flats. Therefore",,,

the mere fact that the action taken by Respondent 1 was approved by the

Assistant Registrar, Cooperative Societies and higher authorities, cannot",,,
 deprive the appellants of their legitimate right to seek remedy under the Act,
 which is in addition to the other remedies available to them under the",,,
 Cooperative Societies Act. Law on this issue must be treated as settled by the
 judgments of this Court in Thirumurugan Coop. Agricultural Credit,,,
 Society v. M. Lalitha (2007) 4 SCC 579, Kishore Lal v. ESI Corpn. and National
 Seeds Corpn. Ltd. v. M. Madhusudhan Reddy (2007) 4 SCC 579.",,,
 15. In the last mentioned judgment, National Seeds Corpn. Case, this Court
 referred to the earlier judgments in Fair Air Engineers (P) Ltd. v. N.K.",,,
 Modi , Thirumurugan Coop. Agricultural Credit Society v. M. Lalitha (1996) 6 SCC
 385, Skypak Couriers Ltd. v. Tata Chemicals Ltd. (2000) 5 SCC",,,
 294 and Trans Mediterranean Airways v. Universal Exports (2011) 10 SCC 316
 and held that the remedy available under the Act is in addition to the,,,
 remedies available under other statutes and the availability of alternative
 remedies is not a bar to the entertaining of a complaint filed under the Act.â??,,
 In this case the statutory remedies available under the Haryana Cooperative
 Societies Act, 1984 as against those under the CP Act was the matter in",,,
 issue.,,,
 21. It has consistently been held by this Court that the remedies available under
 the provisions of the CP Act are additional remedies over and above,,,
 the other remedies including those made available under any special statutes;
 and that the availability of an alternate remedy is no bar in entertaining a,,,
 complaint under the CP Act.,,,
 22. Before we consider whether the provisions of the RERA Act have made any
 change in the legal position stated in the preceding paragraph, we",,,
 may note that an allottee placed in circumstances similar to that of the
 Complainants, could have initiated following proceedings before the RERA Act",,,
 came into force.,,,
 A) If he satisfied the requirements of being a â??consumerâ? under the CP Act,
 he could have initiated proceedings under the CP Act in addition to",,,
 normal civil remedies.,,,
 B) However, if he did not fulfil the requirements of being a â??consumerâ??, he
 could initiate and avail only normal civil remedies.",,,
 C) If the agreement with the developer or the builder provided for arbitration:-,,,

i) in cases covered under Clause â??Bâ?? hereinabove, he could initiate or could be called upon to invoke the remedies in arbitration.",,,

ii) in cases covered under Clause â??Aâ?? hereinabove, in accordance with law laid down in Emaar MGF Ltd and anr. Vs. Aftab Singh (2019) 12",,,

SCC 751, he could still choose to proceed under the CP Act.",,,

23. In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment duly completed by the",,,

date specified in the agreement, the Promoter would be liable, on demand, to return the amount received by him in respect of that apartment if the",,,

allottee wishes to withdraw from the Project. Such right of an allottee is specifically made â??without prejudice to any other remedy available to,,,

himâ?. The right so given to the allottee is unqualified and if availed, the money deposited by the allottee has to be refunded with interest at such rate",,,

as may be prescribed. The proviso to Section 18(1) contemplates a situation where the allottee does not intend to withdraw from the Project. In that,,,

case he is entitled to and must be paid interest for every month of delay till the handing over of the possession. It is upto the allottee to proceed either,,,

under Section 18(1) or under proviso to Section 18(1). The case of Himanshu Giri came under the latter category. The RERA Act thus definitely,,,

provides a remedy to an allottee who wishes to withdraw from the Project or claim return on his investment.,,,

24. It is, therefore, required to be considered whether the remedy so provided under the RERA Act to an allottee is the only and exclusive modality to",,,

raise a grievance and whether the provisions of the RERA Act bar consideration of the grievance of an allottee by other fora.,,,

25. Section 79 of the RERA Act bars jurisdiction of a Civil Court to entertain any suit or proceeding in respect of any matter which the Authority or,,,

the adjudicating officer or the Appellate Tribunal is empowered under the RERA Act to determine. Section 88 specifies that the provisions of the,,,

RERA Act would be in addition to and not in derogation of the provisions of any other law, while in terms of Section 89, the provisions of the RERA",,,

Act shall have effect notwithstanding anything inconsistent contained in any other law for the time being in force.,,,

26. On plain reading of Section 79 of the RERA Act, an allottee described in category (B) stated in paragraph 22 hereinabove, would stand barred",,,

from invoking the jurisdiction of a Civil Court. However, as regards the allottees who can be called "consumers" within the meaning of the CP Act,

two questions would arise; a) whether the bar specified under Section 79 of the RERA Act would apply to proceedings initiated under the provisions of the CP Act; and b) whether there is anything inconsistent in the provisions of the CP Act with that of the RERA Act.

27. In Malay Kumar Ganguli vs. Dr. Sukumar Mukherjee (2009) 9 SCC 221, it was held by this Court:-

"The proceedings before the National Commission are although judicial proceedings, but at the same time it is not a civil court within the meaning of the provisions of the Code of Civil Procedure. It may have all the trappings of the civil court but yet it cannot be called a civil court. (See Bharat Bank Ltd. V Employees AIR 1950 SC 188 : 1950 SCR 459 and Nahar Industrial Enterprises Ltd. vs. Hong Kong & Shanghai Banking Corpn (2009) 6 SCC 635 .)

On the strength of the law so declared, Section 79 of the RERA Act does not in any way bar the Commission or Forum under the provisions of the CP Act to entertain any complaint.

28. Proviso to Section 71(1) of the RERA Act entitles a complainant who had initiated proceedings under the CP Act before the RERA Act came into force, to withdraw the proceedings under the CP Act with the permission of the Forum or Commission and file an appropriate application before the adjudicating officer under the RERA Act. The proviso thus gives a right or an option to the concerned complainant but does not statutorily force him to withdraw such complaint nor do the provisions of the RERA Act create any mechanism for transfer of such pending proceedings to authorities under the RERA Act. As against that the mandate in Section 12(4) of the CP Act to the contrary is quite significant.

Again, insofar as cases where such proceedings under the CP Act are initiated after the provisions of the RERA Act came into force, there is nothing in the RERA Act which bars such initiation. The absence of bar under Section 79 to the initiation of proceedings before a fora which cannot be called a Civil Court and express saving under Section 88 of the RERA Act, make the position quite clear. Further, Section 18 itself specifies that the remedy under said Section is "without prejudice to any other remedy available".

Thus, the parliamentary intent is clear that a choice or discretion is given",,,
to the allottee whether he wishes to initiate appropriate proceedings under the CP Act or file an application under the RERA Act.,,,

29. It was, however, urged that going by the objective or the purpose for which the RERA Act was enacted and considering the special expertise and",,,
the qualifications of the Chairpersons and Members of the Authority (Section 22) and the Appellate Tribunal (Section 46), such authorities alone must",,,
be held entitled to decide all issues concerning the Project registered under the RERA Act. It was submitted that if the allottees were to be permitted,,,
to initiate parallel proceedings before the fora under the CP Act, the financial drain on the promoter would render completion of construction an",,,
impossibility and, therefore, the RERA Act in general and Section 89 in particular be construed in such a way that all the issues pertaining to the",,,
concerned project be decided only by the authorities under the RERA Act. Even with acceptance of such interpretation, the allottees would still be",,,
entitled to approach the authorities under Section 18 of the RERA Act.,,,

30. It is true that some special authorities are created under the RERA Act for the regulation and promotion of the real estate sector and the issues,,,
concerning a registered project are specifically entrusted to functionaries under the RERA Act. But for the present purposes, we must go by the",,,
purport of Section 18 of the RERA Act. Since it gives a right â??without prejudice to any other remedy availableâ??, in effect, such other remedy is",,,
acknowledged and saved subject always to the applicability of Section 79.,,,

31. At this stage, we may profitably refer to the decision in Pioneer Urban Land and Infrastructure Limited and another vs. Union of India and",,,
another (2019) 8 SCC 416 , where a bench of three Judges of this Court was called upon to consider the provisions of Insolvency and Bankruptcy",,,
Code, 2016, RERA Act and other legislations including the provisions of the CP Act. One of the conclusions arrived at by this Court was:-",,,
â??100. RERA is to be read harmoniously with the Code, as amended by the Amendment Act. It is only in the event of conflict that the Code will",,,
prevail over RERA. Remedies that are given to allottees of flats/apartments are therefore concurrent remedies, such allottees of flats/apartments",,,
being in a position to avail of remedies under the Consumer Protection Act, 1986, RERA as well as the triggering of the Code.â??"",,,

32. We, therefore, reject the submissions advanced by the Appellant and answer the questions raised in paragraph 26 hereinabove against the",,,

Appellant.,,,

33. We may now consider the effect of the registration of the Project under the RERA Act. In the present case the apartments were booked by the",,,

Complainants in 2011-2012 and the Builder Buyer Agreements were entered into in November, 2013. As promised, the construction should have been",,,

completed in 42 months. The period had expired well before the Project was registered under the provisions of the RERA Act. Merely because the",,,

registration under the RERA Act is valid till 31.12.2020 does not mean that the entitlement of the concerned allottees to maintain an action stands",,,

deferred. It is relevant to note that even for the purposes of Section 18, the period has to be reckoned in terms of the agreement and not the",,,

registration. Condition no. (x) of the letter dated 17.11.2017 also entitles an allottee in same fashion. Therefore, the entitlement of the Complainants",,,

must be considered in the light of the terms of the Builder Buyer Agreements and was rightly dealt with by the Commission.,,,

34. Lastly, it may be noted that the Consumer Protection Act, 2019 (hereinafter referred as, "2019 Act") was enacted by the Parliament "to",,,

provide for protection of the interests of consumers and for the said purpose, to establish authorities for timely and effectively administration and",,,

settlement of the consumers' dispute and for matters connected therewith or incidental thereto. Sections 2(7), 2(33), 2(37), and 2(42) define",,,

expressions "Consumer", "Product", "Product Seller" and "Service" respectively. Sections 85 and 86 deal with liability of",,,

"Product Service Provider" and "Product Seller". Sections 100 and 107 of 2019 Act are to the following effect:-",,,

"100. The provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force.,,,

107. (1) The Consumer Protection Act, 1986 is hereby repealed.",,,

(2) Notwithstanding such repeal, anything done or any action taken or purported to have been done or taken under Most of the provisions in Chapters",,,

I, II, IV, V, VI, VII and VIII including Sections 100 and 107 were brought into force w.e.f. 27.07.2020 vide Notification dated 15.07.2020 the Act",,,

hereby repealed shall, in so far as it is not inconsistent with the provisions of this

Act, be deemed to have been done or taken under the corresponding",,,
provisions of this Act.,,,

(3) The mention of particular matters in sub-section (2) shall not be held to prejudice or affect the general application of section 6 of the General,,,

Clauses Act, 1897 with regard to the effect of repeal.â??",,,

Section 100 of 2019 Act is akin to Section 3 of the CP Act and Section 107 saves all actions taken or purported to have been taken under the CP Act.,,,

It is significant that Section 100 is enacted with an intent to secure the remedies under 2019 Act dealing with protection of the interests of Consumers," ,,,

even after the RERA Act was brought into force.,,,

Thus, the proceedings initiated by the complainants in the present cases and the resultant actions including the orders passed by the Commission are",,,

fully saved.,,,

35. Resultantly, we reject all the submissions advanced by the Appellant. These appeals are accordingly dismissed affirming the view taken by the",,,

Commission. We quantify the costs at Rs.50,000/- (Rupees Fifty Thousand only) to be paid by the Appellant in respect of each of the Consumer",,,

Cases, over and above the amounts directed to be made over to the Complainants and shall form part of the amount payable by the Appellant to the",,,

Complainants.,,,

36. All the Complainants are entitled to execute the orders passed by the Commission in their favour, in accordance with law." ,,,