



C.M.S.A.Nos.23 and 24 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	28.08.2023
Pronounced on	20.09.2023

CORAM

THE HONOURABLE MR.JUSTICE KRISHNAN RAMASAMY

C.M.S.A.Nos.23 and 24 of 2020
and
CMP(MD)Nos.9226 & 9236 of 2020 and
5221, 5219, 9499 & 21214 of 2022

1.M/s.Devinarayan Housing and Property Developments Private Limited
represented by Managing Director,
No.2, Link Street, 2nd Floor,
Kottur Gardens,
Chennai 600 085.

2.N.Nandakumar

3.V.Srinivasan

... Appellants in both CMSAs

Vs.

1.Manu Karan

2.Archana Karan

3.The Member Secretary,

Chennai Metropolitan Development Authority,

No.1, Gandhi Irwin Road,

Egmore,

Chennai-08.

(R3 impleaded vide Court order dated 06.12.2022 made
in C.M.S.A.Nos.23 and 24 of 2020 and C.M.P.Nos.9226 and



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9236 of 2020 and 5219, 5221 and 9499 of 2022) ... Respondents in both CMSAs

COMMON PRAYER: These Civil Miscellaneous Second Appeals are filed under Section 58 of the Real Estate (Regulation and Development) Act, 2016, against the orders passed in Appeal Nos.70 of 2019 and 39 of 2020, dated 22.05.2020, by the Tamil Nadu Real Estate Appellate TNREAT, Chennai.

In both the appeals:

For Appellants : Ms.L.Maithili

For Respondents : Mr.U.Vinay Metha (for R1 and R2)
: Ms.P.Veena Suresh (for R3)

COMMON JUDGMENT

These Civil Miscellaneous Second Appeals have been filed against the orders passed by the Tamil Nadu Real Estate Appellate Tribunal, Chennai (hereinafter, referred to as 'TNREAT') in Appeal Nos.70 of 2019 and 39 of 2020, dated 22.05.2020.

2. The facts, which led to the filing of these Appeals in brief are



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as follows:-

2.1 The appellants herein are the developers and the respondents 1 and 2 are home buyers. Both of them entered into a sale and construction agreement on 20.07.2017, with regard to the purchase of a property, bearing T.S.No.8, Block No.39, Door No.5, comprised in R.S.No.102 of 116, situated at Uruur Village, Jayaram Avenue, Vannanthurai, Sastrinagar, Chennai 600 020, measuring an extent of 5935 sq.ft.; bounded on the North by a house, bearing D.No.157, Selva Vinayagar Avenue; East by house, bearing D.No.7; South by Jayaram Avenue Road; and West by house, bearing D.No.3; that within the above four boundaries, 3 bed rooms residential apartment on the 3rd floor, measuring 2835 sq.ft. of built up area with common area and undivided share, measuring 1483 sq.ft; out of above 5935 sq.ft and that, the building to be known as 'Devi Narayan's Saisagar', together with two covered car park.

2.2. In the said sale and construction agreement, the cost of the



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apartment was fixed at Rs.3,30,00,000/- and time for handing over possession of the property was fixed on 30.08.2017 and the said agreement contains a specific clause that after receipt of all payments, interior work at the choice of home buyers would be done. Out of the said amount, home buyers had paid a sum of Rs.3,06,00,000/- and the balance was Rs.24,00,000/- and after deducting TDS, stamp duty, registration charges, interest, etc., the cost of charge of scope in work comes to the tune of Rs.66,35,000/-. As per the said calculation, the developers have to refund a sum of Rs.42,35,000/- to the home buyers. Despite the home buyers have paid the required amounts as per the sale/construction agreement, the developers failed to hand over possession of the property. Hence, the home buyers sent a legal notice, calling upon the developers either to register the property in their names or to refund the amount paid by them. On receipt of notice, the developers denied all the allegations and the claim of the home buyers as illegal and also demanded Rs.9,21,356/- from the home buyers. Hence, the home buyers filed a complaint in C.C.P.No.46 of 2019 before the



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Adjudicating Officer for compensation and another complaint before the Real Estate Regulatory Authority in C.No.358 of 2019 for executing the sale deed.

2.3. In C.C.P.No.46 of 2019 filed before the Adjudicating Officer, the developers took a defence that the complaint itself is not maintainable, since before the Real Estate (Regulation and Development) Act, 2016 (hereinafter, referred to as 'RERA' or 'Act') came into force, the project has been completed and completion certificate was also issued. Furthermore, the developers denied the allegation with regard to the demand of cost and expenses of Rs.9,21,356/- from the home buyers.

2.4. The Adjudicating Officer, after hearing both the pleas of the home buyers and the developers, came to the conclusion that the developers are liable to pay a sum of Rs.13,31,644/- to the home buyers as compensation, Rs.25,000/- towards litigation expenses and directed the same to be paid by the developers within a period of 30 days from the date



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of receipt of the order and accordingly, disposed of C.C.P.No.46 of 2019, on 27.08.2019. Against which, the developers preferred an appeal in A.No.70 of 2019 before the TNREAT and the same was dismissed confirming the order of the Adjudicating Officer in C.C.P.No.46 of 2019, dated 27.08.2019.

2.5. The complaint in C.No.358 of 2019 preferred by the home buyers before the Regulatory Authority for registration of sale deed is dismissed on 21.11.2019. Against which, the home buyers preferred an appeal in A.No.39 of 2020 before the TNREAT and the TNREAT allowed the appeal vide judgment dated 22.05.2020, by setting aside the order of the Regulatory Authority in C.No.358 of 2019, dated 21.11.2019 and held that the complaint in C.No.358 of 2019 as maintainable before the Regulatory Authority and directed the Regulatory Authority to dispose of C.No.358 of 2019, on merits within three months.

2.6. Challenging the judgments passed by TNREAT in A.Nos.70



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of 2019 and 39 of 2020, the developers have filed the present Civil Miscellaneous Second Appeals.

3. The Civil Miscellaneous Second Appeals have been admitted on 01.10.2020, on the following Substantial Questions of Law:-

a) Whether the Appellate Tribunal was correct in holding that the appellant's project would not fall under the exclusion from registration in terms of Rule 2(h) (ii) of the Act provided to ongoing projects for which application for completion certificate was filed and awaited, subject to certification of the project being structurally complete in the manner stipulated in the said provision?

b) Whether the Appellate Tribunal was correct in disallowing the exemption under Rule 2(h)(ii), when the CDMA has notified the same in the list of projects covered



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under the exclusion provided under Rule 2(h)(ii) on the date of coming into force of the Rules?

c) Whether the Appellate Tribunal was correct in holding that the order of the adjudicating authority did not give reasons for holding that the exemption from registration of the project under Rule 2(h)(ii) was available to the subject project of the appellant?

3.1. Apart from the above three Substantial Questions of Law, this Court, on 24.07.2023 has formulated the following issue as Additional Substantial Question of Law:-

“d) Whether in terms of Section 3 (a) prior registration of a real estate project under Real Estate Regulatory Authority (RERA) a promoter or developer is required to get register the project, in the event if they proposed to develop not more than eight apartments in an area of more than 500 sq.mtrs?”

3.2 Subsequently, on 31.07.2023, this Court has formulated the



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following issue as Additional Substantial Question of Law:-

“e) Whether the allottee of an unregistered real estate project under Section 3(2) of the RERA, 2016, will have any protection under the provisions of RERA, to address their grievances before the Regulatory Authority or the adjudicating officer or TNREAT under RERA?

4. The learned counsel for the appellants/developers would submit that the present project of the appellants would not fall under the purview of the RERA Act, since even before the Real Estate (Regulation and Development Act) (hereinafter, referred to as 'RERA Act') came into force, the appellants' project has been completed and completion certificate was also issued. Even otherwise, the project of the appellants is not required to be registered under the said Act, as, Section 3(2) (a) of the RERA Act imposes two conditions, viz., the land should not be developed exceeding 500 square metres 'or' ii) project should not exceed eight apartments, inclusive of all phase, and out of said two conditions, the appellants have complied with one condition, as, they constructed



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Apartments, consisting of only eight flats, and therefore, in terms of said Section, their project need not be registered under the RERA Act, and the word 'or' used in the said Section has to be read disjunctively and not conjunctively, whereas, TNREAT misconstrued the provisions of Section 3(2)(a) and held that the word 'OR' used in Section 3(2)(a) has to be read conjunctively instead of disjunctively, and by arriving at such wrong conclusion held that the appellants have not complied with the provisions contained in Section 3 (2) (a) and dismissed the Appeal. The learned counsel would further submit that the TNREAT as well as the Authorities (both Adjudicating and Regulatory Authorities) have misunderstood the provision contained in section 3 (2) (a) of the RERA Act and thereby, committed a serious error, which is against the law.

4.1 The learned counsel further contended that since the present project is an unregistered project, provisions of RERA Act would not apply and therefore, the allottees of unregistered project cannot address their



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grievances before Regulatory Authority or Adjudicating Officer or TNREAT. The learned counsel, therefore, contended that when the Adjudicating Officer has no power to deal with the grievances of the allottees of the appellants' project, TNREAT ought to have set aside the order of the Adjudicating Officer directing the appellants for payment of compensation. Hence, the learned counsel prayed for setting aside the orders of the TNREAT.

5. On the other hand, the learned counsel for the respondents/buyers would vehemently contend that the present real estate project of the appellants is liable to be registered within the provisions of RERA Act, since on the date of issuance of the completion certificate, RERA came into force, i.e. with effect from 01.05.2017 and the completion certificate was obtained by the appellants only on 18.02.2018. The learned counsel further submitted that, the appellants are not entitled to avail exemption from registration under RERA Act, for, in terms of Section 3(2)(a) of the RERA



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Act, for grant of exemption, the land should be developed not exceeding 500 square metres or ii) project should not exceed eight, inclusive of all phases; that, in other words, in the event, if the area of the land proposed to be developed exceeds more than five hundred square meters or the number of apartments proposed to be developed exceeds above eight inclusive of all phases, it is necessary, such project to be registered under RERA Act; that, in the present case, it is an admitted fact that the appellants have constructed the Apartments, in an area exceeding above the prescribed limit, and therefore, they have violated one of two conditions, and hence, they are bound to register their project under the RERA Act and that, the word 'OR' used in the Section 3(2)(a) has to be read conjunctively and not disjunctively; that TNREAT has considered all these aspects in a rightful manner and held that the project of the appellants is liable to be registered under the said Act, and dismissed the Appeal and there is no error in the well considered judgment of the Tribunal.



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5.1 The learned counsel for the respondents further contended that even if the project is not required to be registered under the RERA, as per Section 31 of RERA, the home buyers can still address their grievances before the Regulatory Authority or Adjudicating Officer and in support of his contention, the learned counsel referred to the definition of the terms, 'Allottee', 'Real Estate Agent', 'Real Estate Project promoter', etc as defined in Section 2 of the Act and submitted that these definitions do not restrict only to the registered project and would extend even in respect of unregistered project under RERA Act, as the same would fall within the purview of the RERA Act. Therefore, the learned counsel contended that the grievances of the home buyers of an unregistered project can also be addressed before the Adjudicating Officer or Regulatory Authority.

5.2 The learned counsel further by referring to Section 71 of the Act would contend that any complaint including registered or unregistered projects pending before the District Consumer Disputes Redressal Forum or



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the State Consumer Disputes Redressal Commission or the National Consumer Redressal Commission established under Section 9 of the Consumer Protection Act, 1989, with the permission of such Forum or Commission, can be withdrawn and the application may be filed before the Authority or Adjudicating Officer under the RERA Act. Hence, it is contended that even if the appellants' project is not registered under RERA Act, still allottees of the appellants are entitled to address their grievances before the Regulatory Authority or Adjudicating Officer under Section 31 of RERA and the Authority is also empowered to adjudicate the dispute with regard to payment of compensation under Section 71 of the RERA; that, in the present case, the Adjudicating Officer has rightly accepted the complaint of the respondents and adjudicated the dispute and consequently, awarded the compensation to the respondents and same was upheld by the TNREAT and insofar as the case in C.No.358 of 2019 is concerned, though the same was wrongly dismissed by the Regulatory Authority as not maintainable, the TNREAT has rightly set aside the same and allowed the A.No.39 of 2020.



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Therefore, the learned counsel submitted that the well considered decisions of the TNREAT in both the Appeals need not be interfered with.

6. In reply to the above, the learned counsel for the appellants contended that the definitions and the other provisions of the RERA would not be applicable for the unregistered projects. Though Section 31 of the RERA states that any aggrieved person may file a complaint with the Regulatory Authority or the Adjudicating Officer, as the case may be, for any violation or contravention of the provisions of the Act or the rules and regulations made thereunder against any promoter, allottee or real estate agent, as the case may be, the same does not empower the Authorities to deal with the grievances of an allottee, in respect of unregistered project, as the definition and the provisions of the RERA are meant only for the use of the same with reference to the Act and not beyond the scope of the Act. Therefore, the learned counsel contended that provisions of Section 31 can be applied only with regard to the registered projects, and in respect of the



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promoters of an unregistered project, the provisions of RERA will have no application and hence, the respondents/home buyers cannot address their grievances before the Regulatory Authority or Adjudicating Officer.

7. I have considered the rival submissions of both the learned counsel appearing on either side and perused the materials available on records.

8. The appellants have filed two Appeals. One Appeal is against the TNREAT's judgment passed in A.No.70 of 2019, whereby, the compensation awarded by the Adjudicating Officer is upheld and another one is against the judgment passed by TNREAT in A.No.39 of 2020, whereby, the order passed by the Regulatory authority in dismissing the complaint in C.No.358 of 2019, as not maintainable is set aside and the Regulatory Authority has been directed to dispose of C.No.358 of 2019, on merits within three months.



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9. Before proceeding to decide the First Three Substantial Questions of law, this Court is inclined to decide and answer the Additional Substantial Questions of Law, d) and e) first, as this Court augurs well that the answer to the same would sub serve the purpose of deciding the merits of the Appeals:-

Additional Substantial Questions of law (d) :--

d) Whether in terms of Section 3 (a) Prior registration of a real estate project under Real Estate Regulatory Authority (RERA) a promoter or developer is required to get register the project, in the event if they proposed to develop not more than eight apartments in an area of more than 500 sq.mtrs., in terms of the provisions of Section 3 of the RERA, 2016?

10. At this stage, it would be apposite to refer to provisions of Section 3(2)(a) of RERA Act, which is extracted hereunder:-



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“3 (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;”

10.1. Thus, a cursory reading of the above Section would make it clear that promoters/developers can be exempted from registration of their real estate projects only under the following two circumstances:-

(i) Where the area of land proposed to be developed does not exceed 500 square metres **or**

(ii) the number of apartments proposed to be developed does not exceed eight inclusive of all phases.



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10.2. In the present case, it is an admitted fact that the appellants have constructed an Apartment, named, "Devi Narayan's Saisagar", in an area more than 500 square metres, consisting of eight flats and the respondents are the buyers of the said flats.

10.3 It is the contention of the appellants that they have constructed only eight flats and though the same has been constructed not within the prescribed area, as mentioned in Section 3 (2) (a), i.e. the land shall not exceed 500 sq.mts., since the appellants have complied with one of the two conditions, (viz., the condition requiring the promoters not to construct apartment, exceeding eight) they are entitled to seek for exemption from registering their project, and that the word “or”, that is used in the said Section has to be read disjunctively and not conjunctively.

10.4. Per contra, it is the contention of the respondents that both



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the criteria mentioned in Section 3 (2) (a) has to be complied with and the word “or” mentioned in Section 3(2) (a) of the RERA has to be read conjunctively and not disjunctively.

10.5. Firstly, it is necessary for this Court to find out as to Whether the word, 'or' mentioned in Section 3(2) (a) of RERA has to be read conjunctively or disjunctively, for, the meaning of the word has to be given a rightful interpretation, for which purpose, this Court has to see the objects and reasons behind the provisions of Section 3 (2) (a) for granting such exemption, since once the purpose and reason behind the usage of the word 'OR' is understood, then, the purpose behind it's usage could be easily inferred.

10.6 The learned counsel for the appellants, in order to succour



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this Court, so as to get out from the such entanglement, have produced the Thirtieth Report of Standing Committee on Urban Development of the Real Estate (Regulation and Development) Bill 2013, presented to Lok Sabha on 17.02.2014 and in Rajya Sabha on 13.02.2014, for the apprehension that has been raised and its possible redressal Ministry of Urban Housing and Poverty Alleviation, wherein, the Objects and Reasons behind the Act for granting such exemptions is stated as follows:

“The need for transparency and disclosure is needed for projects where there is no monitoring possible in person by the buyers. In case of small sized projects, the buyers are engaged in monitoring on a day to day basis, by making on the spot visits, regular engagement and involvement with the construction etc.,”

10.7 The learned counsel for the appellants contended that, the reason put forth by the Ministry behind not proposing to register the project below the specified threshold was that the construction company or developer



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generally develops such properties with buyer engaged on a day-to-day basis; that interface between the buyer and the promoter is not missing in small development, however, as in the case of large developers, access to persons or information is generally very difficult, which means that information asymmetry is more in large projects; keeping that in mind, they have fixed the criteria for those projects, which are required to be registered and those projects, which are not required to be registered; that when the area of the land proposed to be developed does not exceed 500 square metres, the anticipation of legislature was that within the five hundred square metres, there will not be any large scale development; that in the case of number of apartments is not more than eight, and in such case also, the project is not required to be registered; that the reason behind the same was that while in case of eight apartments interface between the buyer and the promoter is not missing in small development; that the buyer easily can have access to the promoters and even they can visit the premises and will know the development of the construction on day to day basis and these are



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the reasons behind in granting the exemption from registration of a Real Estate project.

10.8. Thus, by referring to the above Report of Standing Committee, the learned counsel for the appellants submitted that the Court, TNREAT, Regulatory Authority or Adjudicating Officer before deciding the issues, as to whether a real estate project is liable to be registered or not, has to keep in mind above aspects.

10.9. Thus, on perusal of Report of the Standing Committee, it is clear that the word 'or' used in Section 3(2) (a) of the RERA has to be read disjunctively. Further, this Court would like to point out herein, though the word 'OR' is a conjunction, and if it is read conjunctively, it would make legitimate intention to become redundant, which is not possible in law. Hence, in the present case, the appellants constructed Apartment consisting of eight flats, in an area, measuring 5935 square metres and out of the two



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criteria mentioned in Section 3(2)(a) of the RERA for grant of exemption, the appellants have fulfilled one of the criterias and therefore, they are not liable to get their project register under the said Act. Hence, this Court holds that the Real Estate project of the appellants is not required to be registered under the RERA as the same does not fall within the purview of the Act. Accordingly, the **Additional Substantial Question of Law d) is answered in favour of the appellants and as against the respondents.**

Additional Substantial Question of Law (e)

e) Whether the allottee of an unregistered real estate project under Section 3(2) of the RERA, 2016, will have any protection under the provisions of RERA, to address their grievances before the Regulatory Authority or the adjudicating officer or Tamil Nadu Real Estate Appellate TNREAT under RERA?

11. Insofar as the Additional Substantial Question of Law (e) is



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concerned, though it is the contention of the learned counsel for the respondents that, even if the project is not required to be registered under the RERA, as per Sections 31 and 71 of RERA, the home buyers can still address their grievances before the Authority or Adjudicating Officer and in support of his contention, the learned counsel also referred to the definition of the terms, 'Allottee', 'Real Estate Agent', 'Real Estate Project promoter' etc., as defined in Section 2 of the Act and submitted that these definitions do not restrict only to the registered project and would extend even in respect of unregistered project under RERA as the same would fall within the purview of the Act, the said contention of the respondents has to be held to unsustainable, for the reason that, generally, the definitions and provisions of an Act are meant only for the use of the same with reference to the Act and cannot be used the beyond the scope of the Act.

11.1 Section 31 of the Act empowers that any aggrieved person may file a complaint with the Authority or the Adjudicating Officer, as the



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case may be, for any violation or contravention of the provisions of the Act or the rules and regulations made thereunder against any promoter, allottee or real estate agent, as the case may be. Therefore, the home buyers/consumers can make a complaint under Section 31 of the Act, only, in the event of any violation or contravention of the provisions of this Act or the rules and regulation made thereunder. The definition and the provisions of the Act as stated above only to meant for the use of the same with reference to the Act and not to use the same beyond the scope of the Act. The authority or adjudicating officer or RERA are to be referred with reference to the provisions of the Act, which means, only with reference to the registered projects. They will not have any control over the unregistered project, so as to empower them deal with the grievances of the allottees of the unregistered projects. Thus, for the promoters of the unregistered projects, the provisions of RERA will have no application, hence, there is no requirement to comply with any provisions of the Act. Accordingly, the question of non-compliance of the provisions of the Act for the unregistered



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project does not arise. Therefore, I do not find any substance in the submission of the learned counsel for the respondents to the extent that any aggrieved person mentioned under Section 31 of the Act would apply to the unregistered real estate project as well.

11.2 Further, in Section 71, it is categorically stated that for the purpose of adjudicating compensation under Sections 12, 14, 18 and 19 of the RERA, the grievances can be addressed only before the Adjudicating Officer and the transfer of cases referred to therein are with regard to the pending cases, and the same would fall within the purview of Sections 12, 14, 18 and 19 of the Act alone.

11.3. Further, Section 11 of the RERA deals with the functions and duties of promoter, wherein, it is mentioned that the promoter, shall, upon receiving his Login Id and password under clause (a) of sub-section (1) or under sub-section (2) of section 5, as the case may be, create his web



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page on the website of the Authority and enter all details of the proposed project as provided under sub-section (2) of Section 4, in all the fields as provided, for public viewing, including (a) details of the registration granted by the Authority; (b) quarterly up-to-date the list of number and types of apartments or plots, as the case may be, booked; (c) quarterly up-to-date the list of number of garages booked; (d) quarterly up-to-date the list of approvals taken and the approvals which are pending subsequent to commencement certificate; (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. Thus, it is clear that the word, 'promoter' referred to in Section 11 deals with the discharge of duties, which the promoter has to do, for grant of registration of a real estate project, which has been referred to in Section 5 of the RERA.

11.4 Thus, if we read the definition of the word 'promoters', as defined under RERA along with the 'functions of the promoters' as reflected



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in Section 11, it is clear that the provisions of Sections 12, 14, 18 and 19 of the RERA are dealt with only with regard to the registered real estate project and it would not apply to the unregistered real estate project, because the functions of the promoters, as narrated in Section 11 of the Act is only with reference to the registered real estate project. Therefore, this Court holds that the word “promoter” used in all these Sections has to be read only with reference to the provisions and scope of the Act and cannot be given any extended meaning beyond the scope of the Act, as rightly contended by the learned counsel for the appellants.

11.5 For all these reasons, this Court holds that Authorities, Adjudicating Officer and Regulatory RERA referred to in the Act are entitled to deal with the issue regarding the registered real estate project alone. As far as unregistered real estate project is concerned, they will not have any control over the same and in case, if any person is aggrieved of the unregistered real estate project, they have to approach either before the civil



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Court or consumer forum in accordance with law and not before RERA.

Accordingly, the **additional Substantial Question of Law** (e) is also answered in favour of the appellants and as against the respondents.

12. As far as the **three other substantial questions of law** are concerned, viz., (a) to (c), which were framed at the time of admission of the Appeals, since this Court has decided the additional Substantial Questions of Law (d) and (e) in favour of the appellants, by holding that the appellants' project is not liable to be registered under RERA and the allottees of a unregistered project cannot address their grievances either before the Regulatory Authority or Adjudicating Officer, the necessity to answer the substantial questions of law 'a' to 'c' does not arise, and only in the event that the project of the appellants is held to be registered under the RERA, those substantial questions of law would arise for consideration and the same would be answered in an appropriate case.



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13. As far as case laws relied upon by the parties, particularly, the decisions rendered by the TNREAT are concerned, in view of the above findings of this Court, it is not necessary to traverse into the case laws, as the same are not applicable to the facts of the present case nor will they have any persuasive effect on the case. As far as other case laws referred by the counsel is concerned, the same would not apply to the present facts of the case.

14. In the result, these Civil Miscellaneous Second Appeals are allowed. The judgment passed by the Tamil Nadu Real Estate Appellate TNREAT, Chennai in Appeal Nos.70 of 2019 and 39 of 2020, dated 22.05.2020, are set aside with liberty to the respondents to approach the appropriate forum to adjudicate their grievances, if so advised. No costs. Consequently, connected miscellaneous petitions are closed.

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NCC : Yes/No
Index : Yes/No
Internet: Yes
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To

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Chennai.



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KRISHNAN RAMASAMY,J.

skn

Pre-Delivery Common Judgment made in

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