HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

1. D.B. Civil Writ Petition No. 13688/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Mamta Kotia W/o Shri Rajesh Kotia, Kotia Niwas, 3Rd Floor, Bajaj Nagar, Vileparle (West) Mumbai-40056
3. Rajesh Durgalal Kotia S/o Shri Durgalal Kotia, Kotia Niwas, 3Rd Floor, Bajaj Nagar, Vileparle (West) Mumbai-40056
4. Sng Real Estate Pvt. Ltd., Through Its Managing Director Mr. Satya Narayan Gupta, 707 Paris Point, Banipark, Jaipur-302016
5. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
6. Kusum Lata Sharma D/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
7. Vijay Laxmi Sharma D/o Late D.c. Sharma, O-13, Ashok Marg, C-Scheme, Jaipur
8. Prabodh Sharma S/o Late Shri Vijendra Sharma, O-13, Ashok Marg, C-Scheme, Jaipur.

----Respondents

Connected With

2. D.B. Civil Writ Petition No. 13758/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its

Chairman.

2. Mukesh Agarwal, 812/815, 8Th Floor, Vijay City Point, Ahinsa Circle, C-Scheme, Jaipur, Rajasthan 302001.
3. Sng Real Estate Pvt. Ltd., Through M.d., 707 Paris Point, Banipark, Jaipur-302016
4. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
5. Kusum Lata Sharma D/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur

----Respondents

3. D.B. Civil Writ Petition No. 13768/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Mukesh Agarwal, 812/815, 8Th Floor, Vijay City Point, Ahinsa Circle, C-Scheme, Jaipur, Rajasthan 302001.
3. Sng Real Estate Pvt. Ltd., Through Its Managing Director Satyanarayan Gupta, 707 Paris Point, Banipark, Jaipur-302016
4. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
5. Kusum Lata Sharma D/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
6. Vijay Laxmi Sharma D/o Late D.c. Sharma, O-13, Ashok Marg, C-Scheme, Jaipur
7. Prabodh Sharma S/o Late Shri Vijendra Sharma, O-13, Ashok Marg, C-Scheme, Jaipur.

----Respondents

4. D.B. Civil Writ Petition No. 13774/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Mrs. Renu Jain W/o Mr. Paras Jain, Through Authorized Representative, Mr. Pankaj Kumar Jain, 350-351, Street No.12 West Guru Angad Nagar, Laxmi Nagar, Shakarpur, East Delhi 110092
3. Sng Real Estate Pvt. Ltd., Through Authorized Signatory S.n. Gupta, 707 Paris Point, Banipark, Jaipur-302016
4. Satya Narayan Gupta, 707 Paris Point, Banipark, Jaipur-302016
5. Shashi Kant Sharma, S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
6. Kusum Lata Sharma, S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
7. Vijay Laxmi Sharma D/o Late D.c. Sharma, O-13, Ashok Marg, C-Scheme, Jaipur
8. Prabodh Sharma S/o Late Shri Vijendra Sharma, O-13, Ashok Marg, C-Scheme, Jaipur.

----Respondents

5. D.B. Civil Writ Petition No. 13775/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Mukesh Agarwal, 812/815, 8Th Floor, Vijay City Point, Ahinsa Circle, C-Scheme, Jaipur, Rajasthan 302001.
3. Sng Real Estate Pvt. Ltd. Through M.d., 707 Paris Point, Banipark, Jaipur-302016
4. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak

Marg, Hanuman Nagar, Vaishali, Jaipur

5. Kusum Lata Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur

----Respondents

6. D.B. Civil Writ Petition No. 13801/2021

Union Bank of India Jaipur, through its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioners

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Praveen Vyas, Director M/s Pawans Specialities Pvt. Ltd., Plot No. 4 Th- 13 Jawahar Nagar, Jaipur
3. Sng Real Estate Pvt. Ltd., Through Its Managing Director Mr. Satya Narayan Gupta, 707 Paris Point, Banipark, Jaipur-302016
4. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
5. Kusum Lata Sharma W/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
6. Vijay Laxmi Sharma D/o Late D.c. Sharma, O-13, Ashok Marg, C-Scheme, Jaipur
7. Prabodh Sharma S/o Late Shri Vijendra Sharma, O-13, Ashok Marg, C-Scheme, Jaipur

----Respondents

7. D.B. Civil Writ Petition No. 13817/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.

2. Sarita Agarwal, Plot No. D-176-C, Bhragu Marg, Kanti Chand Road, Bani Park, Jaipur
3. Sng Real Estate Pvt. Ltd., Through M.d., 707 Paris Point, Banipark, Jaipur-302016
4. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
5. Kusum Lata Sharma D/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
6. Vijay Laxmi Sharma D/o Late D.c. Sharma, O-13, Ashok Marg, C-Scheme, Jaipur
7. Prabodh Sharma S/o Late Shri Vijendra Sharma, O-13, Ashok Marg, C-Scheme, Jaipur.

----Respondents

8. D.B. Civil Writ Petition No. 13823/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Mukesh Agarwal, 812/815, 8Th Floor, Vijay City Point, Ahinsa Circle, C-Scheme, Jaipur, Rajasthan 302001.
3. Sng Real Estate Pvt. Ltd., Through M.d., 707 Paris Point, Banipark, Jaipur-302016
4. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
5. Kusum Lata Sharma D/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur

----Respondents

9. D.B. Civil Writ Petition No. 13825/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Arpit Gupta S/o Shri Maliram Gupta, Plot No. B-63 Sethi Colony, Jaipur
3. Sng Real Estate Pvt. Ltd., Through Authorized Signatory S.n. Gupta, 707 Paris Point, Banipark, Jaipur-302016
4. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
5. Kusum Lata Sharma D/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
6. Vijay Laxmi Sharma D/o Late D.c. Sharma, O-13, Ashok Marg, C-Scheme, Jaipur
7. Prabodh Sharma S/o Late Shri Vijendra Sharma, O-13, Ashok Marg, C-Scheme, Jaipur.

----Respondents

10. D.B. Civil Writ Petition No. 13857/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Ramesh Chand Agarwal, Plot No. D-176-C, Bhragu Marg, Kanti Chand Road, Bani Park, Jaipur
3. Sng Real Estate Pvt. Ltd. Through M.d., 707 Paris Point, Banipark, Jaipur-302016
4. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
5. Kusum Lata Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur
6. Vijay Laxmi Sharma D/o Late D.c. Sharma, O-13, Ashok Marg, C-Scheme, Jaipur

7. Prabodh Sharma S/o Late Shri Vijendra Sharma, O-13, Ashok Marg, C-Scheme, Jaipur.

----Respondents

11. D.B. Civil Writ Petition No. 13864/2021

Union Bank Of India, Jaipur, Through Its Authorised Officer Pramod Kumar Tardia, K-13, Braj Anukampa Building, Ashok Marg, C Scheme, Jaipur (Rajasthan).

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Mukesh Agarwal, 812/815, 8Th Floor, Vijay City Point, Ahinsa Circle, C-Scheme, Jaipur, Rajasthan
3. Sng Real Estate Pvt. Ltd., Through M.d., 707 Soni Paris Point, Banipark, Jaipur-302016
4. Shashi Kant Sharma S/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur.
5. Kusum Lata Sharma D/o Unknown, R/o D-196, Puspak Marg, Hanuman Nagar, Vaishali, Jaipur

----Respondents

12. D.B. Civil Writ Petition No. 6987/2021

M/s Akriti Landcon Pvt Ltd, Through Its Director/ Authorized Signatory Director Shri Lalit Chaturvedi Son Of Late Shyam Sundar Chaturvedi Aged 60 Years, Having Its Registered Office At Shreenath Estate, Station Road, Kota (Rajasthan)

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building Udhyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005 Through Chairman
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

Connected With

13. D.B. Civil Writ Petition No. 11372/2019

Gorbandh Fort And Palace L.l.p., Through Its Designated Partner Vinay Chordia, Registered Address Plot No. A-6, Airport Enclave Scheme, Durgapura, Tonk Road, Jaipur-302018.

----Petitioner

Versus

1. State Of Rajasthan, Through Principal Secretary, Udh (Urban Development And Housing) Having Its Office At Government Secretariat, Jaipur.
2. Real Estate Regulatory Authority (Designated), Rajasthan, Nagar Niyojan Bhawan, Jln Marg, Jaipur, Rajasthan, Through Its Secretary/registrar.
3. Mrs. Nidhika Yadav W/o Mr. Hari Singh Yadav, Aged About 37 Years, R/o C-572, Parikrama Path, Opp. St. Stephen School, Panchsheel, Makadwali Road, Ajmer-305001.
4. Mr. Hari Singh Yadav S/o Mr. Ramswaroop Yadav, Aged About 38 Years, R/o C-572, Parikrama Path, Opp. St. Stephen School, Panchsheel, Makadwali Road, Ajmer-305001.

----Respondents

14. D.B. Civil Writ Petition No. 15503/2019

M/s Akriti Landcon Pvt. Ltd., Having Its Registered Address At Shreenath Estate, Station Road, Kota-324002 Through Its Director Shri Lalit Chaturvedi (Din No. 01951653) R/o B-89, Indira Vihar, Kota

----Petitioner

Versus

1. State Of Rajasthan, Through Principal Secretary, Udh (Urban Development And Housing) Having Its Office At Government Secretariat, Jaipur.
2. Real Estate Regulatory Authority (Designated), Rajasthan, Nagar Niyojan Bhawan, Jln Marg, Jaipur, Rajasthan, Through Its Secretary/registrar.
3. Mr. Girish Kumar Agarwal S/o Late Mr. Lokender Kumar Agarwal, R/o Shreenath Orchid, Mala Road, Station Area, Kota-324002.

----Respondents

15. D.B. Civil Writ Petition No. 19192/2019

Majestic Properties Private Limited, Having Its Registered Address At 1/18B, Asaf Ali Raod, New Delhi 110002 And Site Office At Jaisinghpura, Near Pushp Raj Petrol Pump, Ajmer Road, Jaipur 302001 In The State Of Rajasthan Through Its Authorized Signatory Shri Prashant Sharma

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Jaipur Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan
3. Arun Dhandhania Son Of Shiva Prasad Dhandhania, Resident Of Anant Niketan, 756, Otc Scheme, Rani Road, Udaipur 313001 In The State Of Rajasthan

----Respondents

16. D.B. Civil Writ Petition No. 19194/2019

Majestic Properties Private Limited, Having Its Registered Address At 1/18B, Asaf Ali Raod, New Delhi 110002 And Site Office At Jaisinghpura, Near Pushp Raj Petrol Pump, Ajmer Road, Jaipur 302001 In The State Of Rajasthan Through Its Authorized Signatory Shri Prashant Sharma

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Jaipur Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan
3. Ratnesh Industries Private Limited, Having Its Registered Address At 17/1, Civil Lines, Rampura, Suraj Nagar (East), Jaipur 302006 In The State Of Rajasthan

----Respondents

17. D.B. Civil Writ Petition No. 19195/2019

Majestic Properties Private Limited, Having Its Registered Address At 1/18B, Asaf Ali Raod, New Delhi 110002 And Site Office At Jaisinghpura, Near Pushp Raj Petrol Pump, Ajmer Road, Jaipur 302001 In The State Of Rajasthan Through Its Authorized Signatory Shri Prashant Sharma

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Jaipur Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan
3. Ratnesh Properties Private Limited, Having Its Registered Address At 17/1, Civil Lines, Rampura, Suraj Nagar (East), Jaipur 302006 In The State Of Rajasthan

----Respondents

18. D.B. Civil Writ Petition No. 19197/2019

Majestic Properties Private Limited, Having Its Registered Address At 1/18B, Asaf Ali Raod, New Delhi 110002 And Site Office At Jaisinghpura, Near Pushp Raj Petrol Pump, Ajmer Road, Jaipur 302001 In The State Of Rajasthan Through Its Authorized Signatory Shri Prashant Sharma

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Jaipur Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan
3. Ratnesh Enterprises Private Limited, Having Its Registered Address At 17/1, Civil Lines, Rampura, Suraj Nagar (East), Jaipur 302006 In The State Of Rajasthan

----Respondents

19. D.B. Civil Writ Petition No. 19198/2019

Majestic Properties Private Limited, Having Its Registered Address At 1/18B, Asaf Ali Raod, New Delhi 110002 And Site Office At Jaisinghpura, Near Pushp Raj Petrol Pump, Ajmer Road, Jaipur 302001 In The State Of Rajasthan Through Its Authorized Signatory Shri Prashant Sharma

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Jaipur Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan
3. Anant Dhandhania Son Of Arun Dhandhania, Resident Of Anant Niketan, 756, Otc Scheme, Rani Road, Udaipur 313001 In The State Of Rajasthan

----Respondents

20. D.B. Civil Writ Petition No. 19933/2019

Lifestyle Supertech Private Limited, A Private Limited Company Having Its Registered Office At H.no. 856, Sector-14, Gurugram, Haryana-122001. Through Its Authorised Signatory Mr. Ajay Chopra

----Petitioner

Versus

1. State Of Rajasthan, Through Principal Secretary, Udh (Urban Development And Housing) Having Its Office At Government Secretariat, Jaipur.
2. Real Estate Regulatory Authority (Designated), Rajasthan Nagar Niyojan Bhawan, Jln Marg, Jaipur, Rajasthan, Through Its Secretary/registrar.
3. The Real Estate Appellate Tribunal, Rajasthan, (Rera Appellate Tribunal) (Under The Real Estate Regulation And Development Act, 2016, Through Its Registrar, Jaipur, Rajasthan.

----Respondents

21. D.B. Civil Writ Petition No. 20008/2019

Ihome And Inrastructure Private Limited, Having Its Registered Address At A-195/1, Ground Floor, Ashok Vihar, Phase-1, New Delhi And Site Office At Lavanya, Opposite Delhi Public School, Bhankrota, Ajmer Road, Jaipur 302001 In The State Of Rajasthan Through Its Authorized Signatory Shri Sanjeev Jain

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Jaipur Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan.
3. Dr. Vatsala Mathur, 13, Amrit Nagar, Iskcon Road, Jaipur In The State Of Rajasthan.

----Respondents

22. D.B. Civil Writ Petition No. 20336/2019

Grj Distributors And Developers Private Limited, Having Its Registered Address At 64, Scindia House, Connaught Place, New Delhi 110001 Through Its Authorized Representative Mr. Hitesh Kumar Son Of Pyare Lal.

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan
3. Mr. Vishal Minhas S/o Of Mr. Late Shree Nirvair Singh Minhas, Resident Of 503, Sector-A, Pocket-C, Vasant Kunj, New Delhi-110070
4. Mrs. Saloni Minhas W/o Vishal Minhas, Resident Of 503, Sector-A, Pocket-C, Vasant Kunj, New Delhi-110070.

----Respondents

23. D.B. Civil Writ Petition No. 21525/2019

Terra Realcon Pvt. Ltd, Having Its Registered Address At Terra Group, 5Th Floor, Plot No. 18, Sector-44, Gurgaon, Haryana Through Its Authorized Representative Shri Pankaj Sharma Son Of Shri Shyam Sunder Sharma.

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Rajasthan, Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005. In The State Of Rajasthan.
3. Mr. Mahesh Sharma S/o Of Shri Govind Lal Sharma, Resident Of 855/28, Lane No. 12, Jyoti Park, Gurgaon, Haryana.

----Respondents

24. D.B. Civil Writ Petition No. 21574/2019

Arihant Dream Infra Projects Ltd., Having Its Registered Office At 2Nd Floor, Class Of Pearl, Income Tax Colony, Tonk Road, Jaipur - 302018 Through Its Director, Mr. Rishab Goyal

----Petitioner

Versus

1. State Of Rajasthan, Through Registrar, Real Estate Regulatory Authority, Rajasthan, Having Its Office At Udyog Bhawan, Jaipur
2. Praveen Kumar Mundra, Mundra Sadan, Kuye Wali Gali, Baharli Bundi, Bundi, Rajasthan
3. Raghunath Prasad Jain, S/o Late Shri Govind Ram Jain, Aged About 79 Years, Resident Of Plot No. 9, Dev Nagar, Tonk Road, Jaipur

----Respondents

25. D.B. Civil Writ Petition No. 242/2020

Genesis Infratech Private Limited, Having Its Registered Address At J-81, Ground Floor, Saket, New Delhi Through Its Director/ Authorized Representative Shri Pankaj Mehta.

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan
3. Mr. Kartar Singh S/o Of Shri Hoshiyar Singh, Resident Of 520, Village Nunaud, Rohatak, Haryana-124001.

----Respondents

26. D.B. Civil Writ Petition No. 950/2020

Genesis Infratech Private Limited, Having Its Registered Address At J-81, Ground Floor, Saket, New Delhi Through Its Authorized Signatory Shri Himanshu Agarwal

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan
2. Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan
3. Sita Ram Badoni, S/o Of Late Shri Amla Nand, Resident Of N-358, Sector 8, Rk Puram, New Delhi- 110022

----Respondents

27 D.B. Civil Writ Petition No. 953/2020

Genesis Infratech Private Limited, Having Its Registered Address At J-81, Ground Floor, Saket, New Delhi Through Its Authorized Signatory Shri Himanshu Agarwal

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan
2. Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog

Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan

3. Narendra Datt, S/o Of Late Shri D Prasad, Resident Of 751, Sector-D, Mandir Marg, New Delhi-110001

----Respondents

28. D.B. Civil Writ Petition No. 1816/2020

M/s Krp Industries Ltd., Green Aalyam, Mala Road, Kota Junction, 324002 Through Its Director And Authorized Signatory Shri Prakash Gwalera S/o Late Shri Durga Lal Gwalera, Aged About 60 Years, R/o 5-A-8, Vigyan Nagar, Kota (Rajasthan).

----Petitioner

Versus

Shri Jai Kishan Rathore S/o Shri Heera Lal Rathore, R/o B-28, Civil Lines, Nayapura, Kota-324001.

----Respondent

29. D.B. Civil Writ Petition No. 1831/2020

M/s Krp Industries Ltd., Green Aalyam, Mala Road, Kota Junction, 324002 Through Its Director And Authorized Signatory Shri Prakash Gwalera S/o Late Shri Durga Lal Gwalera, Aged About 60 Years, R/o 5-A-8, Vigyan Nagar, Kota (Rajasthan).

----Petitioner

Versus

Shri Dinesh Kumar Jangid S/o Shri Jagdish Prasad Jangid, R/o C/o Shri Khushbir Singh Bedi, Kartar Niwas, Near Dak Bunglaw Girls School, Kota Junction, Rajasthan-324002.

----Respondent

30. D.B. Civil Writ Petition No. 8891/2020

Canopy Nirman Pvt. Ltd., Now Known As Terra Realcon Pvt. Ltd. Having its Registered Address At Terra Group, 5Th Floor, Plot No 18, Sector-44, Gurgaon, Haryana Through Its Authorized Signatory Shri Manendra Arora S/o Shri H.c. Arora

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan

2. Real Estate Regulatory Authority (Designated), Rajasthan, Having Its address at R/o 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan
3. Kiran Goyal W/o Shri Deepak Kumar, R/o House No 204/1, Ward No 10, Kath Mandi, Narnaul, Haryana

----Respondents

31. D.B. Civil Writ Petition No. 9154/2020

M/s Fs Housing Private Limited, Through Its Whole Time Director Charan Singh Khangarot S/o Shri Mukut Singh Khangarot Having Its Registered Office At A-4, Airport Enclave Scheme, Durgapura, Tonk Road, Jaipur.

----Petitioner

Versus

1. State Of Rajasthan, Through Principal Secretary, Udh (Urban Development And Housing) Having Its Office At Government Secretariat, Jaipur.
2. Real Estate Regulatory Authority (Designated), Rajasthan, Nagar Niyojan Bhawan, Jln Marg, Jaipur, Rajasthan, Through Its Secretary/registrar.
3. Avadh Bihari Tandon S/o Late Shri Krishan Bihari Tandon, R/o A-308, Vaishali Retreat Queens Road, Vaishali Nagar, Jaipur-302021.
4. Mrs. Savitri Tandon W/o Avadh Bihari Tandon, R/o A-308, Vaishali Retreat Queens Road, Vaishali Nagar, Jaipur-302021.

----Respondents

32. D.B. Civil Writ Petition No. 15000/2020

Avalon Projects, A Unit Of Grj Distributors And Developers Pvt. Ltd., 64 Scindia House, Connaught Place, New Delhi (India)-110001 Through Its Authorized Signatory Mr. Jasvir Singh.

----Petitioner

Versus

1. Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005

2. Prabhsharan Singh S/o Mahesh Inder Singh, Resident Of 12/424, 1St Floor, Sunder Vihar, New Delhi-110087

----Respondents

33. D.B. Civil Writ Petition No. 15013/2020

Elegant Infrastructure Pvt. Ltd, Having Its Registered Address At Terra Group, 5Th Floor, Plot No. 18, Sector-44, Gurgaon, Haryana Through Its Authorized Signatory Shri Mahendra Arora Son Of Shri H.c. Arora.

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan.
2. Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan.
3. Semender Singh Son Of Shri Raj Kumar Singh, Resident Of N-12, Second Floor, Flat No. -1, Rajpur Khurd Extension, Haregovind Enclave, Chattarpur, New Delhi.

----Respondents

34. D.B. Civil Writ Petition No. 577/2021

Shri Gargi Buildcon Pvt. Ltd., Having Its Registered Address At 39-40, Vishvesyaria Nagar, Near Gopal Pura Flyover, Jaipur Rajasthan Through Its Authorized Representative Shri Hansraj Mishra Son Of Late Shri Shiv Prasad Mishra

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Urban Development And Housing Department, Food Building, Secretariat, Jaipur In The State Of Rajasthan
2. Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur In The State Of Rajasthan
3. Ankur Gupta S/o Of Shri Rakesh Kumar Gupta, Resident Of House No. 1827, Sector 65, Faridabad

----Respondents

35. D.B. Civil Writ Petition No. 1456/2021

Avalon Projects A Unit Of Grj Distributors And Developers Pvt. Ltd., 64, Scindia House, Connaught Place, New Delhi (India)-110001 Through Its Authorized Signatory Mr. Jasvir Singh S/o Mr. Dharmvir Singh Aged About 31 Years.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur

----Respondents

36. D.B. Civil Writ Petition No. 4801/2021

M/s Star Raison Landmarks, Through Its Partner/ Authorized Signatory Mr. Punit Rai S/o Mr. Raghunath Rai Aged About 47 Years, Having Its Registered Office At A-26, Basement, New Krishna Park, Najafgarh Road, New Delhi (India) - 110018.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) - 302005 Through Chairman
2. Registrar Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

37. D.B. Civil Writ Petition No. 5136/2021

Murano Service Apartments Pvt. Ltd., Through Its Director Mr. Vibhishek Pal Singh S/o Mr. Ajay Pal Singh Aged About 40 Years, Having Its Registered Office At Office No. 8, 4Th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur-302015

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building,

Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.

2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

38. D.B. Civil Writ Petition No. 5137/2021

Mantra Lifestyle Homes Pvt. Ltd., Through Its Director Mr. Abhishek Pal Singh S/o Mr. Ajay Pal Singh Aged About 45 Years, Having Its Registered Office At office No.14, 4Th Floor, Unique Destination, Laxmi Mandir Crossing Tonk Road, Jaipur- 302015

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.

2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

39. D.B. Civil Writ Petition No. 5138/2021

Jaipur Dream Buildcon Pvt. Ltd., Through Its Director Mr. Abhishek Pal Singh S/o Mr. Ajay Pal Singh Aged About 45 Years Having Its Registered Office At Office No. 1, 4Th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur- 302015

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.

2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

40. D.B. Civil Writ Petition No. 5139/2021

Modest Infra Ltd., Through Its Director Mr. Vibhishek Pal Singh S/o Mr. Ajay Pal Singh Aged 40 Years, Having Its Registered Office At 16 A, 1St Floor, Palm Spring Lokhandwala Complex, Andheri West, Mumbai-400053.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

41. D.B. Civil Writ Petition No. 5140/2021

Unique Madhuban Homes Pvt. Ltd., Through Its Authorizsed Signatory Director Mr. Vibhishek Pal Singh S/o Mr. Ajay Pal Singh Aged About 40 Years, Having Its Registered Office At Office No. 2,511, 5Th Floor, Unique Destination, Laxmi Mandir Crossing Tonk Road, Jaipur- 302015

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

42. D.B. Civil Writ Petition No. 5141/2021

Royal Buildsquare Pvt. Ltd, Through Its Authorised Signatory Mr. Abhishek Pal Singh S/o Mr. Ajay Pal Singh Aged About 45 Years, Having Its Registered Office No. 9 At 4Th Floor, Unique Destination, Laxmi Mandir Crossing Tonk Road, Jaipur- 302015

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

43. D.B. Civil Writ Petition No. 5142/2021

M/s Astral Buildwell Llp, Through Its Partner/ Authorised Signatory Mr. Vibhishek Pal Singh S/o Mr. Ajay Pal Singh Aged About 40 Years, Having Its Registered Office At 4Th Floor, Unique Destination, Laxmi Mandir Crossing Tonk Road, Jaipur-302015

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

44. D.B. Civil Writ Petition No. 5143/2021

Royal Living Homes Pvt. Ltd, Through Its Authorised Signatory Mr. Abhishek Pal Singh S/o Ajay Pal Singh Aged About 45 Years, Having Its Registered Office At Office No. 3, 5Th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur - 302015.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

45. D.B. Civil Writ Petition No. 5144/2021

M/s Skypeer Infra Build Llp, Through Its Partner / Authorised Signatory Mr. Vibhishek Pal Singh S/o Mr. Ajay Pal Singh Aged About 40 Years, Having Its Registered Office At 4Th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur -302015

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.

2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

46. D.B. Civil Writ Petition No. 5145/2021

V.n. Buildtech Pvt. Ltd., Through Its Director/ Authorized Signatory Navin Hiranandani S/o Ashok Kumar Hiranandani Aged About 44 Years, Having Its Registered Office At Office No. 20, 21, 22, 2Nd Floor, Silver Square Mall, C-18, Bhagwan Das Road, C-Scheme, Jaipur-302001, Rajasthan, India.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.

2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur

----Respondents

47. D.B. Civil Writ Petition No. 6899/2021

M/s Hindustan Fibres Ltd., Having Its Registered Office At 7 Km Bhiwadi, Mega Road, Village Banbirpur, Bhiwadi, Tapukukda, Alwar (Rajasthan) Through Its Director, Mr. Gajendra Singh Singhvi.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj) - 302005 Through Its Chairman.

2. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj) - 302005 Through Its Registrar.

----Respondents

48. D.B. Civil Writ Petition No. 7174/2021

Genesis Infratech Private Limited, Having Its Registered Address At J-81, Ground Floor, Saket, New Delhi Through Its Authorized Signatory Shri Pankaj Mehta

----Petitioner

Versus

Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan Through Its Chairman.

----Respondent

49. D.B. Civil Writ Petition No. 7180/2021

Swastik Homebuild Private Limited, Having Its Registered Address At Unit No. 18, Tower-B, 6Th Floor, Emaar Digital Greens, Golf Course Ext. Road, Setor 61, Gurgaon, Haryana-122102 Through Its Authorized Signatory Shri Pankaj Mehta

----Petitioner

Versus

Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan Through Its Chairman.

----Respondent

50. D.B. Civil Writ Petition No. 7322/2021

Terra Realcon Pvt. Ltd, Having Its Registered Address At Terra Group, 5Th Floor, Plot No. 18, Sector-44, Gurgaon, Haryana Through Its Authorized Signatory Shri Mahendra Arora Son Of Shri H.c. Arora

----Petitioner

Versus

Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan Through Its Chairman.

----Respondent

51. D.B. Civil Writ Petition No. 7335/2021

Elegant Infrastructure Pvt. Ltd, Having Its Registered Address At Terra Group, 5Th Floor, Plot No. 18, Sector-44, Gurgaon, Haryana Through Its Authorized Signatory Shri Mahendra Arora Son Of Shri H.c. Arora

----Petitioner

Versus

Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan Through Its Chairman.

----Respondent

52. D.B. Civil Writ Petition No. 7336/2021

Terra Developers, Having Its Registered Address At Terra Group, 5Th Floor, Plot No. 18, Sector-44, Gurgaon, Haryana Through Its Partner Shri Mahendra Arora Son Of Shri H.c. Arora

----Petitioner

Versus

Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan Through Its Chairman.

----Respondent

53. D.B. Civil Writ Petition No. 7793/2021

M/s Goldenline Infrastructures Private Limited, Registered Office At Plot No. 1, Local Shopping Centre, Sharda Niketan, Pitampura, New Delhi, North East Delhi 110034, Through Its Authorized Representative, Mr. Rinku Ram Meena S/o Shri Sultan Singh Meena Age About 25 Y.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005, Through Its Chairman.
2. Ishwari Tilwani W/o Vaprimal Tiwari, Aged About 73 Years, R/o House No. 108, Krishna Mention, Thatera

Chowk, Inside Vsrigate, Ajmer.

3. Aerens Gold Souk International Limited, Through The Official Liquidator Attached To Honble High Court Of Delhi, Lok Nayak Bhawan, 8Th Floor, Khan Market, New Delhi.

----Respondents

54. D.B. Civil Writ Petition No. 7861/2021

Chetan Prakash Goyal Son Of Late Shree Prakash Chandra Goyal, Aged About 59 Years, Resident Of Ac-3, Sunder Nagar, Banipark, Jaipur.

----Petitioner

Versus

Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Address At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur 302005 In The State Of Rajasthan Through Its Chairman.

----Respondent

55. D.B. Civil Writ Petition No. 8214/2021

I Home And Infrastructure Pvt. Ltd., Having Its Registered Office At A-195/1, Ground Floor, Ashok Vihar, Phase -1, New Delhi- 110054 Through Dhirendra Singh S/o Late Shri Ramadhar Singh, Aged About 47 Years Having Its Office At A 195-1, Ground Floor, Ashok Vihar, Phase -1, New Delhi- 110054

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005 Through Its Chairman
2. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005 Through Its Registrar
3. Saurabh Guapta S/o Gopal Ram Gupta, aged about 32 years, R/o A-14, Padmawati Colony, Kings Road, Ajmer Road, Jaipur.

----Respondents

56. D.B. Civil Writ Petition No. 8215/2021

I Home And Infrastructure Pvt. Ltd., Having Its Registered Office At A-195/1, Ground Floor, Ashok Vihar, Phase -1, New Delhi - 110054 Through Dhirendra Singh S/o Late Shri Ramadhar Singh, Aged About 47 Years Having Its Office At A 195-1, Ground Floor, Ashok Vihar, Phase 1, New Delhi 110054.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.) - 302005 Through Its Chairman
2. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.) - 302005 Through Its Registrar
3. Deepika Agarwal W/o Mr. Shishir Agarwal, Aged About 40 Years, R/o B-2105, 20Th Floor, Ireo Victory Valley, Sector 67, Gurugram - 122101, Haryana.

----Respondents

57. D.B. Civil Writ Petition No. 8219/2021

I Home And Infrastructure Pvt. Ltd., Having Its Registered Office At A-195/1, Ground Floor, Ashok Vihar, Phase -1, New Delhi - 110054 Through Dhirendra Singh S/o Late Shri Ramadhar Singh, Aged About 47 Years Having Its Office At A 195-1, Ground Floor, Ashok Vihar, Phase 1, New Delhi 110054.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005 Through Its Chairman
2. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005 Through Its Registrar

----Respondents

58. D.B. Civil Writ Petition No. 8220/2021

I Home And Infrastructure Pvt. Ltd., Having Its Registered Office At A-195/1, Ground Floor, Ashok Vihar, Phase -1, New Delhi - 110054 Through Dhirendra Singh S/o Late Shri Ramadhar Singh, Aged About 47 Years Having Its Office At A 195-1, Ground Floor, Ashok Vihar, Phase 1, New Delhi 110054.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.) - 302005 Through Its Chairman
2. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.) - 302005 Through Its Registrar
3. Deepak Bhatnagar S/o Virander Mohan Bhatnagar, Aged About 55 Years, R/o 64, Sbbj Bank Officers Colony, New Sanganer Road, Mansarovar, Jaipur.

----Respondents

59. D.B. Civil Writ Petition No. 8221/2021

Habitech Infraventures Pvt. Ltd., 138, Pocket A, Sector P-4, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh-201306 Through Its Authorized Signatory Shri Kamal Singh Aged 50 Years.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.
2. Registrar, Rajasthan Real Estate Regulatory Authority, 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) 302005.
3. Rajbir S/o Shri Hari Singh, House No. 592, Vpo Kharkhara, District Rewari Haryana-123401.

----Respondents

60. D.B. Civil Writ Petition No. 8224/2021

Innovative Buildestates Pvt. Ltd., Through Its Manager Administration Mr. Rajesh Thada S/o Mr. Ramesh Chand Thada Aged About 33 Years, Having Its Registered Office At 736, Sector-14, Gurgaon, Haryana-122001.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Through Chairman.
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.

----Respondents

61. D.B. Civil Writ Petition No. 9369/2021

M/s Shri Gargi Buildcon Pvt. Ltd., Having Its Registered Office At 39-40 Vishvesariya Nagar, Near Gopalpura Flyover, Jaipur, Rajasthan - 302018, Through Its Director Shri Hansraj Mishra, R/o Plot No. B-314, 10B Scheme, Gopalpura Bye-Pass, Jaipur - 302018.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Through Its Chairman, Having Its Registered Office At 2Nd Floor, Rsic Building, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.) - 302005.
2. Rajasthan Real Estate Regulatory Authority, Through Its Registrar, Having Its Registered Office At 2Nd Floor, Rsic Building, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.) - 302005.
3. Ankur Guptta S/o Shri Rakesh Kumar Gupta, Aged About 39 Years, R/o House 1827, Sector 65, Faridabad, Haryana.

----Respondents

62. D.B. Civil Writ Petition No. 9375/2021

M/s Shri Gargi Buildcon Pvt. Ltd., Having Its Registered Office At 39-40 Vishvesariya Nagar, Near Gopalpura Flyover, Jaipur, Rajasthan - 302018, Through Its Director Shri Hansraj Mishra, R/o Plot No. B - 314, 10B Scheme, Gopalpura Bye-Pass, Jaipur

- 302018

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Through Its Chairman, Having Its Registered Office At 2Nd Floor, Rsic Building, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.) - 302005
2. Rajasthan Real Estate Regulatory Authority, Through Its Registrar, Having Its Registered Office At 2Nd Floor, Rsic Building, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.) - 302005
3. Vineet Taparia S/o Shri Radheshyam Taparia, Aged About 38 Years, R/o 1101, Viraj Tower, Junction Of Andheri Kurla Road, Western Express Highway, Andheri East, Mumbai - 400093

----Respondents

63. D.B. Civil Writ Petition No. 10231/2021

Felicity Projects Pvt. Ltd., F-197-A, Mangal Bazar, Laxmi Nagar East Delhi, Dl-110092, Through Its Authorized Signatory Mr. Atul Mathur.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan, Having Its Office At 2Nd And 3Rd Floor Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) - 302005 Through Its Chairman.
2. Rajasthan Real Estate Regulatory Authority, Jaipur Rajasthan, Having Its Office At 2Nd And 3Rd Floor Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) - 302005 Through Its Registrar.

----Respondents

64. D.B. Civil Writ Petition No. 11069/2021

M/s Arg Developers Private Limited, Having Registered Office At E-52, Chitranjan Marg, C-Scheme, Jaipur (Raj.) 302001 Through Its Director Sh. Atma Ram Gupta

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udhyog Bhawan, Tilak Marg, C-Scheme, Jaipur(Raj)-302005 Through Chairman.
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.
3. State Of Rajasthan, Through Its Principal Secretary, Government Secretariat, Jaipur.
4. State Of Rajasthan, Through Its Secretary, Department Of Urban Development And Housing, Government Secretariat, Jaipur.
5. Union Of India, Through Secretary, Ministry Of Housing And Urban Affairs, Nirman Bhawan, C-Wing, Dr. Maulana Azad Road, New Delhi - 110011.

----Respondents

65. D.B. Civil Writ Petition No. 14591/2021

Pritam Singh S/o Shri Charan Singh, Aged About 42 Years, R/o 58-C, Sector C, Talwandi, Kesopura, Kota, Rajasthan 324005.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.)- 302005 Through Its Chairman
2. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.)- 302005 Through Its Registrar

----Respondents

66. D.B. Civil Writ Petition No. 12562/2021

V.p. Spaces Private Limited, Through Its Director, Mr. Ashish Manchanda Having Its Registered Office At 802, 8Th Floor, Jmd Megapolis Sohna Road, Gurgaon (Haryana) - 122103.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.) - 302005 Through Its Chairman
2. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.) - 302005 Through Its Registrar

----Respondents

67. D.B. Civil Writ Petition No. 13555/2021

Auric Buildsquare Private Limited, (Formerly Known As Shiv Shakti Buildsquare Private Ltd.), Through Its Director/authorized Signatory Kamal Dewan S/o Gyarsi Lal Dewan, Aged About 45 Years, Having Its Registered Office At Building No. 1, Second Floor, Queens House, Queens Road, Vaishali Nagar, Jaipur-302021, Rajasthan, India.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.)- 302005 Through Its Chairman
2. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.)- 302005 Through Its Registrar
3. Arun Sharma, Son Of Shri Jagdish Narain Sharma, Resident Of A-81, Ashok Marg, Nehru Nagar, Jaipur-302016, Rajasthan.

----Respondents

68. D.B. Civil Writ Petition No. 13600/2021

One Realty Group, Through Its Partner/ Authorized Signatory Shree Krishna Gupta S/o Anil Santu Lal Gupta, Aged About 32 Years, Having Its Office At100, 3Rd Floor Kalyan Tower, Opp. Rajul Augusta Apartment, Vaishali Nagar, Jaipur, 302021

Rajasthan.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.)- 302005 Through Its Chairman
2. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipur (Raj.)- 302005 Through Its Registrar
3. Bhanwar Singh, Son Of Shri Chattar Singh, Aged About 35 Years, Resident Of 345, Amar Nagar C,panchyawala, Sirsi Road, Jaipur-302034, Rajasthan.

----Respondents

69. D.B. Civil Writ Petition No. 12738/2021

1. Vivanta Corporation, Through Its Sole Proprietor, Mr. Vivek Chordia, Having Its Registered Office At 29, Jan Path, Shyam Nagar, Jaipur (Rajasthan) - 302019
2. Arihant Enterprises, Through Its Authorised Signatory, Mr. Vivek Chordia, Having Its Registered Office At 61, Sangram Colony, C-Scheme, Jaipur (Rajasthan)
3. Mr. Vinay Chordia Son Of Shri Labh Chand Chordia, Aged About 64 Years, Resident Of 61, Sangram Colony, C-Scheme, Jaipur (Rajasthan)
4. Mr. Vivek Chordia Son Of Shri Vinay Chordia, Aged About 40 Years, Resident Of 61, Sangram Colony, C-Scheme, Jaipur (Rajasthan)

----Petitioners

Versus

1. Rajasthan Real Estate Regulatory Authority, Having Its Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipr (Raj.) 302005 Through Its Chairman
2. Rajasthan Real Estate Regulatory Authority, Having Its

Office At 2Nd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme Jaipr (Raj.) 302005 Through Its Registrar

----Respondents

70. D.B. Civil Writ Petition No. 12127/2021

M/s Sanwariyaji Business Venture Pvt. Ltd., Through Its Director Shankar Khandelwal, Aged About 50 Years, Having Its Registered Office At 59, Mansarovar Colony, Kalwar Road, Jhotwara, Jaipur, Rajasthan - 302012.

----Petitioner

Versus

1. Rajasthan Real Estate Regulatory Authority, Rajasthan, Having Its Office At 2Nd And 3Rd Floor, Rsic Building, Udyog Bhavan, Tilak Marg, C-Scheme, Jaipur (Raj.) - 302005 Through Chairman.
2. Registrar, Rajasthan Real Estate Regulatory Authority, Jaipur.
3. Mr. Mukesh Ahuja S/o Not Known, Residing At Flat No. B-704, Guman Eternity, Shastri Nagar, Jaipur.

----Respondents

For Petitioner(s) : Mr. Rajendra Prasad, Sr. Adv. assisted by Mr. Devendra Sharma
Mr. Harshal Tholia, Mr. Rubal Tholia
Mr. Ankit Rahtore, Mr. Abhi Goyal
Mr. Nikhil Yadav, Ms. Priyanshi Katta
Ms. Namrata Malik
Mr. Priyanshu Malik
Mr. Siddharth Ranka
Ms. Kritika on behalf of
Mr. Anant Kasliwal
Mr. Samkit Jain, Mr. Mitesh Rathore
Ms. Shruti Rai, Mr. Ankit Sareen
Mr. Prakul Khurana
Mr. Jitendra Mishra with
Mr. Jai Sharma, Mr. Ashutosh Bhatia
Mr. Ankit Jain,
Mr. Pradeep Kumar Choudhary
Mr. Waseem Ahmed Qureshi
Ms. Saloni Dagur, Mr. Hardik Mishra
Mr. Dinesh Bishnoi

For Respondent(s) : Mr. M.S. Singhvi, Advocate General through VC assisted by
Mr. Siddhant Jain
Mr. M.M. Ranjan, Sr. Adv. assisted by
Mr. Naresh Kumar Sejvani,
Mr. Himanshu, Mr. Rohan Agarwal
Mr. R.K. Agarwal, Sr. Adv. assisted by
Mr. Adhiraj Modi, Ms. Sunita Pareek
Mr. Anil Mehta, AAG with
Ms. Archana, Mr. Yashodhar Pandey,
Mr. Mehul Harkawat
Mr. Reashm Bhargava
Mr. Siddhant Paliwal
Mr. Mohit Khandelwal
Mr. Shubham Khandelwal
Mr. Dikshant Jain, Ms. Pallavi Mehta
Mr. Rudraksh Shrarma
Ms. Abhilasha Sharma
Mr. Rishi Raj Maheshwari
Mr. Nachiketa Pareek
Mr. Himanshu Jain
Mr. Lokesh Jangid on behalf of
Mr. Bharat Vyas,
Mr. Yogesh Pujari
Mr. Ravindra Singh Shekhawat
Mr. Goverdhan Singh
Mr. Pranjul Chopra with
Mr. Novotna Rajawat, Mr. Ajit Maloo
Mr. Abhimanyu Yaduvanshi
Mr. Pratyush Sharma
Mr. Amit Chhangani
Mr. R.K. Kasana
Mr. Maneesh Sharma with
Mr. Lakshay Pareek

HON'BLE THE CHIEF JUSTICE MR. AKIL KURESHI
HON'BLE MR. JUSTICE UMA SHANKER VYAS

REPORTABLE

By the Court: Per Akil Kureshi CJ.

14/12/2021

1. Central question involved in these petitions is of the validity of Regulation 9 of Rajasthan Real Estate Regulatory Authority Regulations, 2017 (hereinafter to be referred as ' the Regulations of 2017'). Peripheral issues raised and consequential directions sought by the petitioners in different petitions vary. However since

the validity of Regulation 9 of the Regulation of 2017 is the focal point, we have combined all these petitions for common consideration. Some of the petitions are filed by the promoters of housing projects against whom the allottees of residential units have approached RERA and in whose favour RERA has passed certain directions. Some of the petitions have been filed by the Banks who are the secured creditors of the promoters and who wish to take coercive measures under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter to be referred as 'SARFAESI Act') to recover their unpaid dues.

2. For convenience we may refer to facts stated in Civil Writ Petition No.13688/2021. This petition is filed by the Union Bank of India. The petitioner has challenged the validity of Regulation 9 stating that the same is *ultra vires* the provisions of the Rajasthan Real Estate (Regulation and Development) Act, 2016 (hereinafter to be referred as 'RERA Act'). By way of consequential relief the petitioner has challenged a resolution dated 25.09.2020 adopted by RERA resolving that all matters shall be heard by single benches. The petitioner has also challenged an order dated 20.09.2021 passed by a single member of RERA giving certain directions with respect to semi constructed residential complex over which the petitioner bank claims security interest. The case of the bank is that it is not amenable to jurisdiction of RERA since RERA can issue directions only against a promoter, allottee or a real estate agent. The bank being none of these entities, RERA cannot entertain any proceedings against the bank.

3. Perusal of the impugned order passed by RERA would show that the proceedings were instituted on complaints filed by the

allottees of residential units in a complex which was being developed by the promoters. The scheme comprised of 38 flats. The project was launched in the year 2014. Agreements were executed with the allottees in the same year. Substantial amounts were also paid by the allottees towards the purchase price. The developer failed to complete the project and hand over the possession.

It appears that allottees had taken loan from ICICI Bank against the allotment of flats on the strength of tripartite agreement. Resultantly the security interest in favour of ICICI Bank was created. The same was also registered with the Central Registry of Securitization Asset Reconstruction and Security Interest of India (for short 'CERSAI'). Despite this, according to the allottees developers had taken the loan of Rs.15 crores from Andhra Bank which is now merged into Union Bank of India, the present petitioner, by creating a mortgage in favour of the bank. This was done on or around 04.06.2016. According to the allottees this was done without verification of existing charge on the properties in question. The allottees therefore alleged before RERA that such loan was sanctioned wholly fraudulently and with malafide intentions.

In the meantime since the developer failed to repay the dues to the bank, the bank treated the account as NPA and tried to recover its unpaid dues by resorting to provisions of SARFAESI Act. Some of the allottees approached the DRT and thereafter DRAT to prevent the bank from auctioning the properties and thereafter approached RERA for taking suitable action against all concerned including the bank.

Before RERA the bank raised several contentions including that RERA has no jurisdiction to entertain any complaint against the bank and that in view of the proceedings which are pending before the DRT and DRAT, the complaints should not in any case be entertained.

These objections of the bank were turned down by RERA. Referring to the definition of promoter contained in Section 2 (zk) of RERA Act, the authority was of the opinion that bank being an assignee of the promoter, would fall within the definition of promoter. Regarding the effect of the SARFAESI Act to the present proceedings, the authority relied on the decision of Supreme Court in case of **Bikram Chatterji and Ors. Vs. Union of India and Ors. reported in 2019 19 SCC 161**.

4. In such background Counsel for the bank raised following contentions:-

(i) Regulation 9 of the Regulation of 2017 is *ultra vires* the parent Act.

(ii) Even the regulation by itself does not envisage general delegation as has been done by the impugned resolution dated 25.09.2020.

(iii) Under purported exercise of powers under Regulation 9 by resolution dated 25.09.2020 arbitrary powers have been vested in single members of RERA to decide all complaints which is not even envisaged under the Act.

(iv) With respect to the order dated 20.09.2021 passed by RERA it was argued that no complaint against the bank is maintainable. By instituting the provisions under RERA Act, the allottees have effectively challenged the orders passed by DRT and DRAT.

(v) It was contended that the mortgage in favour of the bank in the present case was created before RERA Act was enacted. This Act therefore can have no effect on past mortgages since the Act has not been given retrospective effect.

5. We have also heard the learned advocates appearing for other petitioners who have similarly challenged Regulation 9 contending that the same is *ultra vires* the parent Act.

6. On the other hand the opposition has been made principally by the advocates for the allottees and for the authority. Their combined contentions can be recorded as under:-

(i) Regulation 9 is validly framed. This aspect has been examined in slightly different context by the Supreme Court in case of **M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and Ors. (Civil Appeal No(s).6745-6749/2021) decided on 11.11.2021.**

(ii) The banks are amenable to jurisdiction of RERA as being assignee of the promoter.

(iii) The orders passed by RERA are appealable before the Appellate Authority. Writ petition therefore should not be entertained directly.

(iv) Regarding interplay of RERA Act and SARFAESI Act they relied on the decision of Supreme Court in case of **Bikram Chatterji (supra).**

7. We may first deal with the validity of Regulation 9 of the Regulation of 2019. To establish Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be or the sale of real estate project in an efficient and transparent manner and to protect the interest of consumers in the real estate

sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear from the decisions of RERA and matters connected therewith, RERA Act was enacted. Section 3 of RERA requires prior registration of real estate project with RERA. Application for registration would be made under Section 4 and would be granted under Section 5 subject to fulfillment of conditions. Under Section 7 the authority has the power to revoke the registration under certain circumstances. Section 9 envisages registration of real estate agents.

8. Chapter III of the Act pertains to functions and duties of promoters. Chapter IV pertains to rights and duties of the allottees. Chapter V pertains to Real Estate Regulatory Authority. Section 20 contained in chapter V envisages establishment and incorporation of Real Estate Regulatory Authority. Section 21 pertains to composition of authority. Section 22 prescribes qualification of the Chairperson and members of authority. Section 30 provides that no act or proceedings of authority shall be invalid merely by reason of any vacancy in or any defect in the constitution of the authority or any defect in the appointment of a person acting as a member or any irregularity in the procedure of the authority not affecting the merits of the case.

9. Section 31 pertains to filing of complaints with the authority or the adjudicating officer. Sub-section (1) of Section 31 provides that any aggrieved person may file a complaint to the authority or the adjudicating officer for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter, allottee or real estate agent, as the case may be. Section 34 pertains to functions of the authority

and includes the functions to register and regulate real estate projects and real estate agents registered under the Act and to ensure compliance of the regulations or orders or directions made in exercise of the powers under the Act and to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, rules and regulations made thereunder. Section 38 pertains to powers of the authority. Sub-section (1) of Section 38 provides that authority shall have powers to impose penalty or interest in regard to any contraventions of obligations cast upon the promoters, allottees and the real estate agents under the Act or rules and regulations made thereunder.

10. Chapter VII pertains to Real Estate Appellate Tribunal. Section 53 contained in the said Chapter pertains to powers of the Tribunal against an order that the Appellate Tribunal may pass. An aggrieved person in terms of Section 58 can appeal to the High Court on any one or more of the grounds specified in Section 100 of the CPC.

11. Chapter X contains miscellaneous provisions. Section 79 contained in the said chapter pertains to bar of jurisdiction and provides that no civil court shall have jurisdiction to entertain any suit or proceedings in respect of any matter which the authority or the adjudicating officer or the Appellate Tribunal is empowered by or under the Act to determine. Section 81 provides that the authority may, by general or special order in writing, delegate to any member, officer of the authority or any other person, subject to conditions such of the powers and functions under the act as it may deem necessary except for the power to make regulations under section 85.

12. Section 84 pertains to power of appropriate Government to make rules. Sub-section (1) of Section 84 empowers the appropriate Government by issuing notification to frame rules for carrying out the provisions of the Act. Section 85 pertains to power to make regulations. Sub-section (1) of Section 85 provides that the authority shall within a period of three months from its establishment by notification make regulations consistent with the Act or the rules made thereunder to carry out the purposes of the Act.

13. Section 89 gives overriding effect to the Act by providing that provisions of the Act shall have the effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force.

14. In exercise of powers conferred under Section 85 the authority has framed the said regulations. Regulation 9 reads as under:-

> "**Adjudication proceedings-** For adjudication proceedings with respect to complaints filed with the Authority, the Authority may, by order, direct that specific matters or issues be heard and decided by a single bench of either the Chairperson or any member of the Authority."

15. The authority in exercise of the powers under Regulation 9, in its meeting dated 25.09.2020 dealt with agenda item-2 which pertained to decision regarding constitution of benches for hearing in the Court. The decision taken thereon reads as under:-

> "5.2 Consequent upon the joining of two members of the Authority, the following decisions were taken:
>
> "5.2.1 The complaints and adjudication matters required to be decided by the Authority under the Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder will henceforth be heard and decided in the following manner

> (i) Usually, all complaints and adjudication matters will be heard and decided by Single Benches, constituted as under:
>
> (a) Single Bench of Shri Nihal Chand Goel, Hon'ble Chairman.
>
> (b) Single Bench of Shri Shailendra Agarwal, Hon'ble Member
>
> (c) Single Bench of Shri Salvinder Singh Sohata, Hon'ble Member
>
> (ii) All Single Benches, wherever they deem it necessary or desirable will be free to refer any particular matter or class of matters to Full Bench, which shall comprise of Hon'ble Chairman and at least one Member, as available."

16. As per this decision all complaints and adjudication matters required to be decided by RERA will be heard and decided usually by Single Benches. However all Single Benches wherever deemed necessary or desirable, may refer any particular matter or class of matters to Full Bench which shall comprise of chairman and at least one member as available. In terms of this resolution, thus ordinarily all matters will be heard by a single member Bench of RERA. The discretion would be vested in such member to fix a particular matter or class of matters before the Full Bench comprising of the chairman and at least one member.

17. We may record that the Allahabad High Court had occasion to consider somewhat similar issue of delegation of the authority of RERA into one Member to entertain complaints in case of **M/s K.D.P. Build Well Pvt. Ltd. Vs. State of U.P.** decided by Allahabad High Court on 04.02.2020. It was held that the order passed by one member of RERA is legal and valid. This was seen in light of Section 81 of RERA Act. Once again in case of **M/s Newtech Promoters and Developers Pvt. Ltd.** the Division

Bench of Allahabad High Court considered the validity of the powers exercised by single member of RERA. The Court referred to the provisions contained in the Act and regulations framed by the authority and upheld the power of the single member to entertain the complaints. Reliance was placed on the decision in case of **M/S K.D.P. Buildwell (supra)**. We must however record that challenge to Regulation 24 of UP Real Estate Regulatory Authority (General) Regulations, 2019 which pertained to power to delegate the matters to single members was kept open since in that case no such powers were exercised. In this decision the Court had referred to a Division Bench judgment of Punjab and Haryana High Court dated 16.10.2020 in case of **Janta Land Promoters Private Ltd. Vs. Union of India and Ors., reported in 4 RCR (Civil) 845** to which we would make a detailed reference shortly. The Allahabad High Court however did not accept the view adopted by the Punjab and Haryana High Court in the said case.

18. The decision of Allahabad High Court in the case of **M/s Newtech Promoters and Developers Pvt. Ltd. (supra)** was challenged before the Supreme Court. Several questions were raised and answered. One of the questions was whether Section 81 of the Act authorizes the authority to delegate its power to single member to hear complaints instituted under Section 31. After referring to the statutory provisions and relying upon several decisions of the Supreme Court, the Supreme Court in the said decision upheld the delegation of power to decide the complaints by single members in terms of Section 81 of the Act. The conclusion of the Supreme Court in this respect can be noted as under:-

> "120. In view of the remedial mechanism provided under the scheme of the Act 2016, in our considered view, the power of delegation under Section 81 of the Act by the authority to one of its member for deciding applications/complaints under Section 31 of the Act is not only well defined but expressly permissible and that cannot be said to be dehors the mandate of law."

19. Before going further we may record that the question of applicability of RERA Act to the development projects which had commenced earlier was also considered by the Supreme Court. To this aspect we would refer at a later stage. For the present we may refer to the decision of the Division Bench of Punjab and Haryana High Court in case of **Janta Land Promoters Private Ltd. (supra)** on which heavy reliance has been placed by the counsel for the petitioners. It was a case in which regulation permitting delegation of power to the authority similar to regulation 9 of RERA Regulations of 2017 was under challenge. The Division Bench held that such powers cannot be delegated and regulation in question was not valid. Interestingly the decision of the Allahabad High Court in case of **M/s K.D.P. Build Well Pvt. Ltd. (supra)** was cited. The Punjab and Haryana High Court was however not able to concur with the view expressed by the Allahabad High Court in the said decision. We have referred to these elements arising out of the judgment of Punjab and Haryana High Court in case of **Janta Land Promoters Private Ltd. (supra)** since as noted earlier the Allahabad High Court in case of **M/s Newtech Promoters and Developers Pvt. Ltd. (Sspra)** had taken note of the decision of the Punjab and Haryana High Court in case of **Janta Land Promoters Private Ltd. (supra)** as well as its own decision in case of **M/s K.D.P.**

Build Well Pvt. Ltd. (supra). The Division Bench followed the decision of another Bench of its own High Court. These aspects were significant because the decision of the Allahabad High Court in case of **M/s Newtech Promoters and Developers Pvt. Ltd. (supra)** which followed and reiterated the view expressed in **M/s K.D.P. Build Well Pvt. Ltd. (supra)** has been approved by the Supreme Court in **M/s Newtech Promoters and Developers Pvt. Ltd. (supra).** Reliance of the Counsel for the petitioners on the decision of Punjab and Haryana High Court in case of **Janta Land Promoters Private Ltd. (supra)** therefore would lose much of its significance.

20. In our view the controversy at hand is substantially governed by the decision of Supreme Court in case of **M/s Newtech Promoters and Developers Pvt. Ltd. (supra).** We are conscious that it was a case in which the question was delegation of the authority in terms of Section 81 of the Act which we may recall provides that the authority may by general special order in writing be delegated to any member such powers and functions under the Act as it may deem necessary. When the Supreme Court has upheld the delegation of powers to adjudicate in single member of the authority in terms of Section 81 of the Act, recourse to Regulation 9 of the Regulations of 2017 would become academic. The resolution challenged by the petitioners passed by RERA delegating powers to decide complaints into single members, could as well have been passed in exercise of powers under Section 81. In fact the resolution itself does not refer to the source of power under Regulation 9 alone. Whether so stated or not, this resolution can always stress the source of the power under Section 81 of the Act since it is well settled that

non-mentioning of the provisions or wrong reference to a statutory provision for exercise of power would not invalidate the exercise if powers can be traced to any statutory source. In fact the resolution itself refers section 81 of the Act as well as regulation 9 of the regulations. Even otherwise, Regulation 9 is merely procedural provision. Section 81 of RERA Act gives powers to the authority to delegate to any member powers and functions under the Act. Sub-section (1) of Section 85 enables the authority to frame regulations consistent with the Act and the Rules. Regulation 9 framed in exercise of such powers merely regulates the process of delegation of powers in single members of RERA. This regulation is thus not *ultra vires* the Act or invalid for any other reason.

21. Coming to the question of applicability of RERA while SARFAESI Act is also activated, we may notice that Section 35 of the SARFAESI Act provids that the provisions under the said Act shall have the effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or any instrument having effect by virtue of any such law. Similarly worded provision giving overriding effect to RERA Act is contained in Section 89. This Section as noted, provides that provisions of the said Act (i.e. RERA Act), shall have the effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force. The question would therefore arise which of the two provisions giving overriding effect to the statute would prevail.

22. In case of **West Bengal Electricity Regulatory Commission Vs. CESC Ltd., reported in (2002) 8 SCC 715,** a three Judge Bench of the Supreme Court considered the similar

conflict between the Electricity (Supply) Act, 1948 and Electricity Regulatory Commissions Act, 1998, both of which contained similar overriding provisions. In this context it was held and observed as under:-

> "56. First of all the non obstante clause in Schedule VI to the 1948 Act refers only to the provisions of the Indian Electricity Act, 1910. Schedule VI which is found in the Act of 1948, the legislature could not have contemplated a subsequent enactment containing a non obstante clause coming into force, nor does it say that this non obstante clause applies to or is in preference to all other enactments including future enactments. Therefore this ground itself is sufficient to reject the argument of the learned counsel for the respondent as to the prevailing effect of the non obstante clause in Schedule VI to the 1948 Act. That apart, a reading of the 1998 Act vis-a-vis the 1948 Act with reference to Schedule VI, or with special reference to Section 57 and 57A of the 1948 Act. It is seen that Sections 22 and 29 of the 1998 Act are special laws and the 1948 Act is only a general law in regard to determination of tariff. Consequently, because of the accepted principle in law that a general law yields to a special law, the provisions of the 1998 Act must prevail. As a matter of fact, this is the view taken by another Division Bench of the Calcutta High Court in regard to this principle in law, as could be seen from the impugned judgment itself, but surprisingly after noticing the same, the impugned judgment proceeds to take a contrary view without either distinguishing the previous judgment of a Coordinate Bench or referring the matter to a larger Bench. Be that as it may, this question is no more res integra. This Court in the case of Allahabad Bank v. Canara Bank and Anr. after following an earlier judgments of this Court held:
>
> > "40. Alternatively, the Companies Act, 1956 and the RDB Act can both be treated as special laws, and the principle that when there are two special laws, the latter will normally prevail over the former if there is a provision in the later special Act giving it overriding effect, can also be applied. Such a provision is there in the RDB Act, namely, Section 34. A similar situation arose in Maharashtra Tubes Ltd. v. State Industrial and

> Investment Corporation of Maharashtra Ltd. where there was inconsistency between two special laws, the Finance Corporation Act, 1951 and the Sick Industries Companies (Special Provisions) Act, 1985. The latter contained Section 32 which gave overriding effect to its provisions and was held to prevail over the former. It was pointed out by Ahmadi, J. that both special statutes contained non obstante clauses but that the "1985 Act being a subsequent enactment, the non obstante clause therein would ordinarily prevail over the non obstante clause in Section 46-B of the 1951 Act unless it is found that the 1985 Act is a general statute and the 1951 Act is a special one."
>
> Therefore, in view of the Section 34 of the RDB Act, the said Act overrides the Companies Act, to the extent there is anything inconsistent between the Acts."

23. The judicial trend would thus suggest that in the event of direct conflict between the two central statutes giving overriding effect to the Act, ordinarily the subsequent legislation would prevail. It was not necessary to dilate on this issue any further since the Supreme Court in the case of **Bikram Chatterji (supra)** in the context of RERA and SARFAESI has stated as under:-

> "139. A submission has also been raised that the RERA recognises and protects interests of the lenders and does not in any manner take away rights under any of the existing statutes such as T.P. Act, Debt Recovery Tribunal Act, SARFAESI Act. It is apparent from a perusal of RERA, which is a special Act, that certain rights have been created in favour of the buyers. The provisions of RERA have to prevail. When we come to the question of protection of rights of buyers even if RERA had not been enacted, under aforesaid laws in the facts of the case, a different view could not have been taken. However, there is no dispute that the bankers would have the right to recover their dues from whom and in what manner is the question which we have already answered. The provisions of RERA are beneficial to the home buyers and are intended to insulate them from fraudulent action, ensures completion of the building and it is the

> duty of the court to protect and ensure the home buyers' interest and at the same time to hold them responsible for the duties enjoined upon them under the said statute. We are not absolving the home buyers from the discharge of their liability if any. At the same time, they have the right of enforcement of their right for compensation due to undue delay in completion of the project."

24. We will next take up the question whether RERA would have jurisdiction in cases where the transactions between borrowers and the banks are completed before enactment of the Act. In other words if the loan is already availed by mortgaging the property and creating security interest in favour of the bank, in such a case can RERA exercise powers under the Act. Neither the statute so provides, nor it is canvassed before us by the respondents that RERA Act has been given retrospective effect. As is well settled, a statutory provision creating rights or obligations is presumed to be prospective unless specifically or by necessary implications it has been given retrospective effect. Section 11 of RERA Act pertains to function and duties of the promoter. Sub-section (4) of Section 11 requires the promoter to perform several acts and obligations. Clause (h) of sub-section (4) of Section 11 reads as under:-

> "(h) after he executes an agreement for sale for any apartment, plot or building, as the case may be, not mortgage or create a charge on such apartment, plot or building, as the case may be, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the allottee who has taken or agreed to take such apartment, plot or building, as the case may be."

25. As per this provision thus after a promoter executes an agreement for sale for any apartment, plot or building he shall not mortgage or create a charge on such apartment, plot or

building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the allottee who has taken or agreed to take apartment, plot or building, as the case may be. Perusal of this provision would immediately make it clear that the same would be totally unworkable in a case where transaction between the borrower and the bank is completed before the introduction of RERA Act. As per this provision the promoter is precluded from mortgaging or creating any charge on apartment, plot or building with respect to which he has executed an agreement for sale. If he breaches this obligation, such mortgage or charge created shall have no effect on the right and interest of the allottee. This provision thus creates a new obligation and corresponding right in favour of the allottee. Such provisions cannot have retrospective effect. In any case as noted, enforcing any such obligation would be wholly unworkable. It would reopen closed transactions between the borrower and the lender. In our opinion therefore RERA Act would have no applicability to the secured creditors where such security interests have been created before introduction of the Act.

26. Before concluding this issue we need to deal with two decisions heavily relied upon by the respondents and the conclusions noted above will have to be hedged with certain rider. In case of **Bikram Chatterji (supra),** the Supreme Court did apply RERA provisions to the transactions which were executed prior to introduction of the Act. This was however on the basis that there was large scale fraud committed by the promoters in connivance with the financial institutions. This would be clear

upon reading of the whole judgment and more particularly paragraph 136 in which in the context of Section 11(4)(h) of RERA Act it was observed that right and interest of the allottee are safeguarded by virtue of the provisions contained in Section 11(4)(h) and even if the provision is held not applicable on the ground that RERA came into force later, since there was no valid mortgage as held by the Supreme Court it was incapable of affecting the right or interest of the allottee. In essence thus the Supreme Court having come to the conclusion that creation of security interest itself was fraudulent, the charge was invalid and therefore even if created before introduction of RERA Act, the same would not affect the right and interest of the allottees in terms of Section 11(4)(h) thereof. This would mean that in absence of fraud or collusion the Act cannot be applied retrospectively to the banks and financial institutions in whose favour security interests have been created prior to the enactment of the law.

27. Much reliance has also been placed in this context by the Counsel for the respondents on the decision of the Supreme Court in the case of **M/s Newtech Promoters and Developers Pvt. Ltd. (supra).** In this case, one of the questions raised was with respect to applicability of RERA to the construction projects which have commenced earlier. The question framed by the Supreme Court for its consideration was whether the Act of 2016 is retrospective or retroactive in its operation and what will be its legal consequence if tested on the anvil of the Constitution of India. This question was answered in the context of its applicability to the projects which had already commenced before the Act was framed. The observations and the conclusions of the

Supreme Court in this regard therefore cannot be adopted straightaway when we are considering a situation which is entirely different namely of the rights and interests of the secured creditors which were created before the Act was enacted.

28. The last question surviving for our consideration is, does RERA have the authority to issue any directions against a bank or financial institution which claims security interest over the properties which are subject matter of agreement between the allottee and the developers. The term "allottee" has been defined under Section 2(d) of RERA Act as to mean in relation to real estate project the person to whom a plot, apartment or building has been allotted sold or otherwise transferred by the promoter and would include a person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent. The term "promoter" is defined in Section 2(zk) as under:-

> "(zk) "promoter" means,—
>
> (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
>
> (ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or
>
> (iii) any development authority or any other public body in respect of allottees of—
>
> (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government,

for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

Explanation.—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;"

29. The term "real estate agent" has been defined in Section 2(zm) as to mean any person who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building in a real estate project by way of sale with another person and who receives remuneration or charge for the services so rendered. Under sub-section (1) of Section 31, any aggrieved person may file a complaint before RERA or before the adjudicating officer for any violation or contravention of the provisions of the Act or the rules and regulations against any promoter allottee or real estate agent, as the case may be. The complaint by an aggrieved person thus would be restricted to being filed against any promoter allottee or real estate agent. It is

in this context the definition of term "promoter" and its interpretation assumes significance. We have reproduced the entire definition of the term "promoter". Perusal of this provision would show that the same is worded "as to mean" and therefore pimafaci is to be seen as restrictive in nature. However various clauses of Section 2(zk) would indicate the desire of the legislature to define this term in an expansive manner. As per Clause (i) of Section 2(zk) "promoter" means a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees. By couching this clause in "means and includes" language the definition of a term "promoter" is extended by including within its fold not only a person who constructs or causes construction of independent building but also his assignees.

30. The term "assignee" has not been defined anywhere in the Act. We would therefore have to interpret the term as it is ordinarily understood in the legal parlance in the context of the provisions of RERA Act. The Advance Law Lexicon by P. Ramanatha Aiyar expands the term "assignee" as to grant, to convey, to make an assignment; to transfer or make over to another the right one has in any object as in an estate. It further provides that an assignment by act of parties may be an assignment either of rights or of liabilities under a contract or as it is sometimes expressed an assignment of benefit or the burden of the contract. The rights and liabilities of either party to a contract may in

certain circumstances be assigned by operation of law, for example when a party dies or becomes bankrupt.

31. With this background we may refer to a relevant provision under the SARFAESI Act. As is well known this Act defines the term "security agreement" to mean an agreement, instrument or any other document or arrangement under which security interest is created in favour of secured creditor. The term "secured asset" is defined as to mean the property in which security interest is created. The term "secured creditor" has also been defined as to the institution in whose favour security interest is created by any borrower for repayment of any financial assistance.

32. Chapter III of the SARFAESI Act pertains to enforcement of security interest. Under said Chapter sub-section (1) of Section 13 provides that notwithstanding anything contained in Section 69 and Section 69A of the Transfer of Property Act, any security interest created in favour of the secured creditor may be enforced without the intervention of the Court or tribunal by such creditor in accordance with the provisions of the Act. Sub-section (2) of Section 13 envisages issuance of notice by the secured creditor to a borrower whose asset has been classified as non-performing asset. Such notice would require the borrower to discharge the liability in full failing which the secured creditor would be entitled to exercise or any of the rights under sub-section(4). In sub-section (3) of Section 13 the notice referred to in sub-section (2) has to contain details of amount payable by the borrower and the secured asset intended to be enforced in the event of non-payment of secured debts by the borrower. Sub-section (3) of Section 13 envisages disposal of the objections by the borrower if

raised in response to the notice under sub-section (2). Sub-section (4) of Section 13 which is of importance to us reads as under:-

> "(4) in case of the borrower fails to discharge his liability in full within the period specified in sub-section (2), the secured creditor may take recourse to one or more of the following measures to recover his secured debt, namely:-
>
> (a) take possession of the secured assets of the borrower including the right to transfer by way of lease, assignment or sale for realising the secured asset;
>
> (b) take over the management of the business of the borrower including the right to transfer by way of lease, assignment or sale for realising the secured asset:
>
> Provided that the right to transfer by way of lease, assignment or sale shall be exercised only where the substantial part of the business of the borrower is held as security for the debt:
>
> Provided further that where the management of whole, of the business or part of the business is severable, the security creditor shall take over the management of such business of the borrower which is relatable to the security or the debt;
>
> (c) appoint any person (hereafter referred to as the manager), to manage the secured assets the possession of which has been taken over by the secured creditor;
>
> (d) require at any time by notice in writing, any person who has acquired any of the secured assets from the borrower and from whom any money is due or may become due to the borrower, to pay the secured creditor, so much of the money as is sufficient to pay the secured debt."

33. In terms of SARFAESI Act and particularly Section 13, once a borrower is unable to repay the debt and the asset is classified as non-performing asset, it is open for the secured creditor to enforce the rights without intervention of the Court. After issuance of notice under Section 13(2) and disposing of the objections of

the borrower in terms of Section 13 (3A), a secured creditor could proceed to take steps as envisaged in sub-section (4). These measures which a secured creditor can take include taking possession of the secured asset including right to transfer by way of lease, assignment or sale for realising the secured asset; to take over the management of business of the borrower including the right to transfer by way of lease, assignment or sale for realising the secured asset; appoint any person to manage the secured assets the possession of which has been taken over by the secured creditor and require at any time any person who has acquired any of the secured assets from the borrower and from whom any money is due or may become due to the borrower to pay the secured creditor so much of the money as is sufficient to pay secured debt.

34. Clauses (a) to (c) of sub-section (4) are all in the nature of rights that a secured creditor can exercise which originally vest in the borrower. Clause (d) on the other hand, is in the nature of a garnishee enabling the secured creditor to recover the dues from a person other than the borrower who has acquired any of the secured assets and from whom any money is due or may become due to the borrower.

35. Clauses (a), (b) and (c) of sub-section (4) of Section 13 vest power in the secured creditor to take all steps as the borrower himself could take in relation to the secured asset. Clause (d) goes a step further and enables the bank to recover its dues directly from a debtor or the borrower who has acquired any of the secured assets. For all purposes thus the secured creditor steps in

the shoes of the borrower in relation to the secured asset. This is thus a case of assignment of rights of the borrower in the secured creditor by operation of law. In other words the moment the bank takes recourse to any of the measures under sub-section (4) of Section 13, it triggers statutory assignment of right of the borrower in the secured creditor. Till this stage arises the bank or financial institutions in whose favour secured interest may have been created may not be in isolation in absence of the borrower be amenable to the jurisdiction of RERA. However the moment the bank or the financial institution takes recourse to any of the measures available in sub-section (4) of Section 13 of the SARFAESI Act, RERA authority would have jurisdiction to entertain the complaint filed by an aggrieved person.

36. Our conclusions can thus be summarised as under:-

(i) Regulation 9 of the Regulations of 2017 is not *ultra vires* the Act or is otherwise not invalid.

(ii) The delegation of powers in the single member of RERA to decide complaints filed under the Act even otherwise flows from Section 81 of the Act and such delegation can be made in absence of Regulation 9 also.

(iii) As held by the Supreme Court in the case of **Bikram Chatterji (supra)** in the event of conflict between RERA and SARFAESI Act the provisions contained in RERA would prevail.

(iv) RERA would not apply in relation to the transaction between the borrower and the banks and financial institutions in cases where security interest has been created by mortgaging the property prior to the introduction of the Act unless and until it is

found that the creation of such mortgage or such transaction is fraudulent or collusive.

(iv) RERA authority has the jurisdiction to entertain a complaint by an aggrieved person against the bank as a secured creditor if the bank takes recourse to any of the provisions contained in Section 13(4) of the SARFAESI Act.

37. With these conclusions we would leave the parties to pursue individually the cases before appropriate authorities. In some of the petitions the petitioners have approached the High Court at a stage where the authority has yet to pass final orders. These proceedings have been stayed. In some cases as in case of Union Bank of India, the petitioner has challenged the final order passed by the authority. We would therefore divide our directions in two parts. Wherever challenge is made to the pending proceedings, the stay orders are lifted. If any of the petitioners have not filed reply before the authority, they would have time upto 15.01.2022 to file such replies. Wherever the petitioners have challenged the orders passed by the authority, they are relegated to the appellate forum for which they would have time upto 15.01.2022 to file their appeals. If such appeals are filed by such date, the same shall be decided on merits without raising question of limitation.

38. In Civil Writ Petition Nos.11372/2019, 15503/2019 and 9154/2020 the petitioners had approached the High Court since the appeals they have filed were not being heard by the Appellate Tribunal since chairman and members were not appointed. Learned Advocate General stated that such appointments have been made which is also supported by the Counsel for the petitioners. These petitions are disposed of to enable the

petitioners to pursue such appeals before the appellate forum on merits.

39. With these observations, all petitions stand disposed of. Pending applications if any also stand disposed of.

(UMA SHANKER VYAS),J (AKIL KURESHI),CJ

KAMLESH KUMAR/N.GANDHI/-97-150, 84-94, 81-83, 95 & 6

RAJASTHAN HIGH COURT

