

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI**

COMPLAINT No: CC005000000011286

Suhash Amulakhrai Mehta & Jagruti Suhash Mehta

.....

Complainants

Versus

M/s. D. S. Kulkarni Developers Ltd

MahaRERA Registration No. P52100004230

..... Respondent

Coram: Hon'ble Dr. Vijay Satbir Singh, Member 1

Adv. Shivangi Kedia appeared for the complainant.

None appeared for the respondent.

**Order**

(13<sup>th</sup> August, 2018)

1. The complainants have filed this complaint seeking directions from this Authority to the respondent to give early possession of the flat and to pay interest for the delayed period for Flat No. 601 in the project of the respondent known as "DSK Gold Leaf" bearing MahaRERA registration No. P52100004230 at Baner, Pune.
2. During the hearing, the complainants have argued that they had booked the said flat in the respondent's project for a total consideration amount of Rs.1,42,10,000/- . The agreement for sale was registered on 10th September, 2016. Till date the complainants have paid a sum of Rs. 91,01,212/- to the respondent. According to clause 12 of the said

agreement, the respondent agreed to hand over possession of the said flat before June, 2017. However the respondent has not handed over possession of the flat till date. Hence the present complaint has been filed.

3. This matter was heard on 03-07-2018 and <sup>on</sup> 30-07-2018. Though the hearing notice was duly served upon the respondent, he did not bother to appear before this Authority for hearing. It shows that the respondent is not willing to contest this matter. Hence this Authority has no other alternative but to proceed the matter ex parte against the respondent.
4. In this case, admittedly the respondent has executed registered agreement for sale with the complainant allottees and committed date of possession of the flat as 30<sup>th</sup> June, 2017. However till date the possession of the flat has not been handed over to the complainants. Therefore this Authority feels that the respondent has breach the provision of section 18 of the Real Estate (Regulation & Development) Act, 2016 and hence he is liable to pay interest to the homebuyers.
5. This Authority also feels that the payment of interest on the money invested by the home buyer is not the penalty, but a type of compensation for delay as has been clarified by the Hon'ble High Court of Judicature at Bombay in above cited judgment dated 6<sup>th</sup> December, 2017 passed in W.P. No. 2737 of 2017. The respondent is liable to compensate the home buyer accordingly.

6. In the above facts and circumstances of this case, this Authority directs the respondent to pay interest to the complainants for the delayed possession at the prescribed rate under RERA Act, 2016, and the Rules made there under from 1<sup>st</sup> July, 2017 till the actual date of possession on the total amount paid by the complainants. The said interest shall be payable for every month of delay as prescribed under the Real Estate (Regulation & Development) Act, 2016 and Rules made there under.
7. With these directions, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)  
**Member-1, MahaRERA**