

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

COMPLAINT NO. CC006000000044481

Mr. Paras Savla

....Complainant

Versus

1. Rakesh Agrawal,

2. M/s. Shree DPS Project and Services Pvt. Ltd.

....Respondents

MahaRERA Registration No. **P51800010461**

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

Adv. Sanjay Chaturvedi appeared a/w Complainant.

None appeared for respondent No. 1.

Adv. Pandurang Khavanekar a/w Adv. Shreyas Vyas appeared for the respondent no.2

Order

(30th July 2018)

1. The complainant above named who is a registered real estate agent has filed this complaint seeking directions to the respondent No.1 to pay the brokerage/overdue charges towards the commission as mentioned in Tax Invoice raised by the complainant and interest at the rate of 18% till the final payment on the commission due in respect of booking of a Flat no. B-204, by the respondent No. 1 on the 7th floor admeasuring 68.77 sq.mtrs in the project known as "Rudra", at Kandivali East, Mumbai bearing MahaRERA Registration No. P51800010461.
2. The matter was heard today. The complainant who is a real estate agent has filed this complaint under Sec. 19 (4) of the RERA Act against


the allottee Mr. Rakesh Agrawal, the respondent No. 1 to pay his brokerage charges in respect of booking of his flat in the project of the respondent No. 2. The complainant has stated that there is a contract between the complainant and the respondent No. 1 allottee for payment of the professional charges payable to the complainant who is a registered Real Estate Agent with MahaRERA and the said allottee is under contractual obligation to pay the agreed brokerage charges towards the professional fees of the complainant for the services rendered by him for booking of the flat by the respondent allottee. However the complainant has clarified that he is not seeking any brokerage charges from the respondent no. 2 i.e. M/s. Shree DPS Projects and Services Pvt. Ltd.

3. The respondent no.2 has stated that the complainant is not a registered real estate agent in respect of this project known as "Rudra" bearing MahaRERA Regn. No. P51800010461 and did not appoint him as a broker while booking of the flat by respondent no.1. He further clarified that the dispute between the complainant and respondent no.1 is of civil nature and there is no violation of any of the provisions of RERA Act.
4. This Authority has examined the arguments made by both the parties. In the present case the complainant who is a real estate agent is seeking relief under Sec. 19(6) of the RERA Act which pertains to the rights and duties of the allottee. The provisions of Section 19(6) of the RERA Act read as under :

19. (6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any".

The provision of Section 19(6) talks about the liability of the allottee to fulfil his obligation in terms of the agreement for sale entered into as per Section 13 of the RERA Act and the said liability is towards the payment for purchase of the plot, apartment or building. The said provision does not specify the liability of the allottee to pay any brokerage charges to the real estate agent.

5. In the present case, it appears that the complainant has not acted as an agent on behalf of the respondent no.2 developer while booking of the flat by the respondent no.1, and therefore he cannot seek relief under the provisions of Sec. 19(6) of the RERA Act. The developer has also clarified that the present sale was directly between him and this allottee without any involvement of the real estate agent. Further there is no clause mentioned in the registered agreement executed between the respondent nos. 1 and 2 regarding the payment of brokerage charge to the complainant. The complainant is seeking specific performance of the contract signed by the respondent no.1 with him which is a civil matter. The complainant therefore has to exhaust the remedy available in the relevant provisions of law.
6. Considering the facts of this case, this Authority feels that there is no violation of any of the provisions of RERA Act, rules and regulations made thereunder and therefore the complainant is not entitled to seek any relief from this Authority. Hence the complaint stands dismissed for want of merits.



Dr. Vijay Saffir Singh
(Member-I/MahaRERA)