

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI.**

COMPLAINT NO: CC0060000000055202.

Sudhir Shetty

... Complainant.

Versus

**Anil Kursija
(Trinity Heights)**

...Respondents.

MahaRERA Regn: P51700008758

**Coram: Shri B.D. Kapadnis,
Hon'ble Member & Adjudicating Officer.**

Appearance:

Complainant: Mrs. Geeta Shetty.

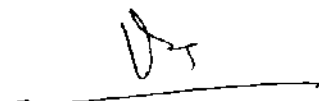
Respondents: Mr. Sunil Dongre.

FINAL ORDER

26th September 2018.

The complaint booked flat no. 1401 in respondents' registered project Unity Heights situated at Village Owala, Thane(West) and paid Rs. 10,00,000/- towards consideration. The respondents failed to execute agreement for sale and ultimately, agreed to refund the complainant's amount by issuing cheque on 02.03.2016. The cheque bounced and therefore, the complaint no. 16239 of 2017 was filed before the Additional Chief Metropolitan at Bangalore. The respondents paid Rs. 10,00,000/- on 12.02.2018 but did not pay the interest and therefore, the complainant complains that the respondents are guilty of unfair practice within Section 7 of RERA.

1. The respondents have filed their reply to contend that after making initial payment of Rs. 10,00,000/-, the complainant did not come ahead for the registration of the agreement and for paying the balance amount in March 2016. The complainant told the respondents that he wants to withdraw from the project. The respondents asked him to wait for one year. The respondents, for his satisfaction issued undated cheque of Rs.



10,00,000/- . The complainant deposited the cheque without intimating the respondents and it bounced. Therefore, complainant filed criminal case. Thereafter in September 2018, the respondents issued five post-dated cheque each of Rs. 2,00,000/- . One cheque was cashed and balance amount of Rs. 8,00,000/- had been paid by draft dated 12.02.2018. According to the respondents, these payments were in full and final satisfaction of the complainant's claim.

2. Following point arise for my determination and finding thereof is as under:

POINT	FINDING
1. Whether the respondents indulged in unfair trade practice by not paying interest on the complainant's amount?	Negative.


REASONS

3. The complainant himself contends that he paid Rs. 10,00,000/- and the respondents re-paid him Rs. 10,00,000/-. The letter dated 12.02.2018 to that effect is produced on record written by the respondents to the complainant. It clearly shows that Rs. 2,00,000/- paid on 12.10.2017 and Rs. 8,00,000/- on 12.02.2018 were towards full and final consideration. The complainant has confirmed the same by putting his signature. This document therefore, clearly shows that Rs. 10,00,000/- have been refunded by the respondents towards the full and final satisfaction of the complainant's claim. Hence, the complainant has failed to prove that the respondents has indulged in unfair trade practice as alleged. Hence the order.

ORDER

The complaint is dismissed.

Mumbai.
Date: 26.09.2018.


26.9.18
(B. D. Kapadnis)
Member & Adjudicating Officer,
MahaRERA, Mumbai.