

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

COMPLAINT No: CC005000000054809

Mr. Suhail Sharik

..... Complainant

Versus

M/s. Atharva Realtors

MahaRERA Registration No. P51800012451

.....Respondent

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

Adv. Avinash Pawar a/w Adv. Ankit Nerurkar appeared for the complainant.  
Mr. Vilas Kumbhar representative of the respondent appeared in person.

**Order**

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


1. The complainant has filed this complaint seeking directions of MahaRERA to the respondents to pay interest for the delayed possession in respect of booking of a flat bearing No. 501 on 5<sup>th</sup> floor in the building known as "Atharva Complex", bearing MahaRERA registration No. P51800012451 at Malad, Mumbai.
2. The complainant has argued that he had bought the said flat by executing a registered agreement for sale dated 15-09-2012. Till date he has paid 75% amount towards the cost of the said flat. As per clause No. 8 of the said agreement, the respondents were liable to hand over the possession of the flat to the complainant by 30<sup>th</sup> June, 2014. However, the possession is yet to be handed over. Hence, the present complaint has been filed.



3. This matter was heard on 12-07-2018 and the same was finally heard on 6-08-2018. Though the hearing notice was duly served upon to the respondent, a representative attended the hearing on their behalf but failed to file any written submission on record of MahaRERA. It shows that the respondents are not willing to contest this matter. Hence, this Authority has no other alternative but to proceed with ex-parte against the respondents.
4. In this case, admittedly the respondents have executed registered agreement for sale with the complainant allottee and committed date of possession of the flat was 30<sup>th</sup> June, 2014. However, till date the possession of the flat has not been given to the complainant. Therefore, this Authority feels that the respondents have violated the provision of section 18 of the Real Estate (Regulation & Development) Act, 2016 and hence, is liable to pay interest to the homebuyer.
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 respondents are liable to compensate the home buyer accordingly.
6. Under the circumstances, this Authority directs the respondents to pay interest to the complainant for the delayed possession at the prescribed rate under RERA Act, 2016, and the Rules made there under from 1<sup>st</sup> May, 2017 till the actual date of possession on the total amount paid by the complainant. 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**