

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

Complaint No.CC006000000056369

Dashrath D'Souza

.. Complainant

Versus

**Supreme Mega Constructions LLP
MahaRERA Regn No.P51800000582**

.. Respondent

**Coram : Shri M.V. Kulkarni
Hon'ble Adjudicating Officer**

**Appearance :
For Complainant – Adv.Nandkumar
For Respondents –Absent**

**FINAL ORDER
03-09-2019**

1. The Complainant who had booked a flat with the respondent /promoter seeks withdrawal from the project and refund of the amount paid with interest and compensation.
2. The complainant has alleged that he booked flat No.1401 in the building 'Supreme 19' at Lokhandwala complex in village Oshiwara, Mumbai on 3rd November, 2015. Complainant paid Rs.1,03,62,443/-. Due to personal reasons Complainant made application for cancellation of booking on 11-5-2016. Respondent repaid Rs.88,73,00,721/-. Respondent did not repay Rs.14,88,722/- saying that it was statutory amount and will be refunded as and when received from new purchaser. Complainant is suffering from last two years. Respondent has not informed about the status of the booking and he is refusing to attend calls from the Complainant. The Complainant therefore

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seeks recovery of Rs.14,88,722/- with interest and compensation.

3. The complaint came up before Hon'ble Member on 4-12-2018. Roznama shows that matter was closed for orders. However, there is no order in the file and matter came to be transferred to Adjudicating Officer. The matter came up before me on 27-6-2019. Respondent was absent. Arguments for Complainant were heard. As I am working at Mumbai and Pune offices in alternative weeks and due to huge pendency in this office, this matter is being decided now.

4. Following points arise for my determination. I have noted my findings against them of the reasons stated below:

POINTS

FINDINGS

- | | |
|--|--------------------|
| 1. Is the complainant an allottee of the respondent? If yes has the respondent failed to deliver possession as per agreement without there being circumstances beyond his control? | Negative |
| 2. Is the Complainant entitled to reliefs claimed | Negative |
| 3. What order? | As per final order |

REASONS

5. POINT No.1 & 2 :- The Complainant alleged that he booked flat No.1401 in the building 'Supreme 19' on 3-11-2015. What was the price that was agreed is not made clear. What was the date of execution of agreement is not made clear. What was the date for delivery of possession is not made clear. From the booking form the price seems to be Rs.7,18,26,000/-. There is

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no date on this booking form. Payment of amount of Rs.10,00,000/- vide cheque dated 3-11-2015 is acknowledged. Copy of letter dated 11-5-2016 shows that Complainant informed about his intention to cancel booking due to personal reasons. He asked for refund of Rs.1,03,62,443/- Then there is a letter dated 24-6-2016 on the same subject. Cancellation letter on the letter-head of respondent is dated 27-5-2016. Cancellation request dated 11-5-2016 is acknowledged. It was informed that balance amount will be refunded as per clause No.9 of the application form. Complainant alleges that respondent has repaid Rs.88,73,721/- but has failed to repay Rs.14,88,722/- After cancellation of booking Complainant is no more an allottee. He is seeking repayment of part of the consideration amount paid to the respondent. He has already withdrawn from the project and has no grievance that the respondent failed to deliver possession as per agreement. The cancellation was acted upon. The Complainant is no more allottee and is not entitled to the reliefs claimed from this authority. He has to approach proper forum for his relief. I therefore answer point No.1 and 2 in the negative and proceed to pass following order.

ORDER

1. The complaint stands dismissed.
2. No order as to costs.

Mumbai
Date : 03.09.2019
(Camp at Pune)

M.V. Kulkarni
(M.V.Kulkarni)
Adjudicating Officer,
MahaRERA