

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

COMPLAINT No: CC006000000054825

Mr. Ganesha Mohan

..... Complainant

Versus

M/s. Nirmal Lifestyle Ltd

MahaRERA Registration No. P51800003188

..... Respondent

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

Adv. Nilesh Das appeared for the complainant.

Mr. Rohit Chavan appeared for the respondent.

Order

(31st August, 2018)

1. The complainant/allottee has filed this complaint seeking directions to the respondent to refund the amount of Rs. 73,34,296/- (Rupees Seventy Three Lakhs Thirty Four Thousand Two Hundred Ninety Six) paid by him to the respondent in respect of booking of a flat No. 2306 admeasuring 952 sq. ft. carpet area in the building known as "Turquoise" bearing MahaRERA Registration No. P51800003188 at Mulund, Mumbai.
2. During the hearings, the complainant has argued that he had booked the said flat in the respondent's project and an allotment letter was issued on 20th November, 2012. The registered agreement for sale was also executed on 26th December, 2013. The said flat was booked for the total consideration amount of Rs.1,22,58,708/- (Rupees One Crore Twenty Two Thousand Fifty Eight Thousand Seven Hundred Eight) and the complainant has paid more than 50% amount towards the cost of the said flat. According to the terms and conditions of the said agreement, the respondent was liable to hand over the



possession of the said flat on or before June, 2016 with a grace period of six months i.e. by De. 2016. However, due to financial difficulties, the complainant has cancelled the said booking vide letter 17-1-2015. However, till date the complainant has not received refund from the respondent. Hence, this complaint has been filed.

3. Now, the complainant is seeking refund of the amount paid by him along with the interest as well as compensation of Rs.10,00,000/- towards mental harassment. Hence, this complaint has been filed.
4. The respondent argued that he is ready to refund the amount paid by the complainant. However, as there is a family dispute raised by mother of the complainant, one Mrs. Ragini Mohan, he could not refund the amount to the complainant so far.
5. During the hearing, mother of the complainant Mrs. Ragini Mohan, has filed intervention application on record of MahaRERA and argued that the said flat was jointly booked by all the three family members viz. Mr. Ganesha Mohan, his wife Mrs. Anita Ganesha and Mrs. Ragini Mohan and she had paid substantial amount of Rs. 64,35,552/- to the respondent from her own account. Therefore, if her son is in the process of getting the said booking cancelled and taking refund, she argued, that she has objection for the same.
6. The MahaRERA has considered the submissions made by both the parties. Prima-facie, it appears that admittedly the booking of the flat was jointly done in three names i.e. the complainant, his Wife and Mother. However, the registered agreement for sale has been registered in favour of the complainant only. In this case, the Authority feels that since there is a dispute by and between the family members, MahaRERA has no jurisdiction to try and settle the family disputes. Though the allotment letter was issued in the joint names, the same has been culminated into a registered agreement for sale, wherein

the name of Mrs Ragini Mohan is not appearing in the registered Agreement for Sale. The parties may approach the Civil Court to resolve their disputes.

7. With the above directions, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member-1/MahaRERA