

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

**COMPLAINT No: CC00600000044424**

Mr. Ganesh Narayan Gujeti

..... Complainant

**Versus**

Mr. Ismail Amdule

..... Respondent

MahaRERA Registration No. P51800006384

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

None appeared for the complainant.

Adv. V. R. Pal appeared for the complainant.

Mr. Rameez Amdule appeared for the respondent.

**ORDER**

(4<sup>th</sup> Sept. 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the amount paid by him or to hand over possession of the flat No. 506 to him in Wing 'B' in the respondent's project known as "Muktanand CHS Ltd." bearing MahaRERA Registration No. P51800006384 at Kurla, Mumbai.
2. The matter was heard finally. During the hearings, the complainant has argued that he has booked the flat in the respondent's project for a total consideration amount of Rs.64 Lakh and till date he has paid an amount of Rs.59,50,000/- out of which Rs.50 Lakh was paid in cash. However, till date the complainant neither executed registered Agreement for Sale with the complainant nor has given possession of the said flat to him. Hence, the present complaint has been filed.



3. The respondent disputed the claim of the complainant and argued that an amount of Rs.9 lakh paid by the complainant was returned to him through cheque by cancelling the booking of the said flat and the respondent has also denied the cash amount of Rs. 50 Lakh paid by the complainant.
4. In the present case, since the respondent disputed the cash payment, the MahaRERA directed the complainant to file an affidavit on record of MahaRERA stating that the payment done by him to the respondent in cash. Accordingly, the complainant has filed an affidavit on record of MahaRERA to that effect along with the receipts received in that regard. The respondent has also filed written submissions and denied the said payment made by the complainant.
5. The MahaRERA has considered the written as well as oral submissions made by both the complainant and the respondent. But, there is neither Allotment Letter nor registered Agreement for sale is executed between them. The complainant is seeking refund of the booking amount paid by him. Alternatively, he demanded for possession of the flat.
6. With regard to the relief sought by the complainant for possession of the flat, the MahaRERA feels that admittedly there is no Allotment Letter issued in favour of the complainant or a registered Agreement for Sale is executed in favour of the complainant. Therefore, the question of giving possession to the complainant does not arise.
7. In respect of refund of the amount paid by the complainant, the MahaRERA feels that this Authority does not have any jurisdiction to direct the respondent / promoter to refund the said booking amount unless and until the case comes under violation of any of such sections, 7, 11(5), 12, 14, 18 or 19 of the RERA Act. The complainant's case does not come under



any of the sections mentioned herein. Moreover, the complainant has not proved the existence of any allotment letter or the registered agreement for sale or any other similar documents. Therefore, there is no express provisions in the RERA Act under which the present complaint can be entertained and therefore the present complaint is not maintainable.

8. The MahaRERA has noticed that huge cash transactions taken place in the present case which is evident from the affidavit dated 30/8/2018 submitted by the complainant along with the receipts duly signed by the respondents and the said issue is required to be investigated through the concerned authorities. Hence, the MahaRERA directs the Secretary, MahaRERA to forward the Affidavit filed by the complainant to the concerned investigation agency for necessary action.

9. With these directions, the complaint stands disposed of.



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