

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

COMPLAINT No. CC006000000054954

Smt. Durgavati Sabhajeet Yadav & Anil Sabhajeet Yadav

.... Complainants

Versus

Jangid Homes Pvt Ltd & 2 others

.... Respondents

MahaRERA Registration No. P51800008642

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

Mr. Sunil Yadav appeared for the complainants.

Adv. Sonappa Nandrankar appeared for the respondents.

Order

(13th August, 2018)

1. The complainants have filed the aforesaid complaint seeking directions of MahaRERA to the respondents to compensate Rs. 1,00,000/- per month from 21/10/2012 for the delayed period of possession till the actual date of possession in respect of industrial Gala admeasuring 250 sq.ft. carpet area in the project of the respondents known as "Jangid Annex" bearing MahaRERA Registration No. P51800008642 at Jogeshwari East, Mumbai.
2. On hearing the complaint, the respondent were allowed ~~directed~~ to submit a written submission on record of MahaRERA. Accordingly, they have filed written submission on record of MahaRERA.
3. The complainants have argued that they are the allottees of the respondents' project and they have been allotted one Industrial Unit Gala of 250 sq.ft. carpet area as per the registered Deed of Confirmation 05.03.2011 and Agreement for sale dated 18.07.2009 executed between them. As per the said deed, the possession of the

Industrial unit was supposed to be given within 24 months after obtaining the Commencement Certificate. However, till date the possession was not given to the complainants.

4. Further, they have vide notice dated 02.04.2013, requested the respondents to provide complete and eloquent details of development process of said Industrial Unit without any further delay. But, they did not respond. The complainants also doubt that the respondents may create third party interest and transfer the entire re-development work to other developers. The complainants made several correspondences with the respondents for handing over possession of the said industrial unit. But, no positive action seems to have been taken yet by the respondents. Hence, this complaint has been filed.
5. The respondents have disputed the claim of the complainants and argued that the complainants have not come before the MahaRERA with clean hands and the present complaint has been filed by suppressing material facts that the complainants are lessees of the land in the project and by filing this complaint they are seeking performance of the conveyance deed dated 30-10-2007 executed between the complainants and one Mr. Sunil Sabhajeet Yadav (who are lessees) and the respondents. Further the complainants and other legal heirs of the said property have sold disputed property to the respondents and accepted entire consideration of the said land. Due to which the respondents have faced lot of litigation and respondents are going to sue the complainants and other owners for damages. The respondents further stated that the complainants have not paid any consideration amount for purchase of the said unit as the same was allotted in lieu of the conveyance deed which is under dispute. Therefore, the present complaint is not maintainable before the MahaRERA. Even the complainants cannot seek interest under section 18 of the RERA Act, since there is no consideration

amount paid by them. The respondent therefore requested for dismissal of this complaint.

6. This Authority has examined the submissions made by both the parties as well as the agreement for sale of shop dated 18-07-2009 executed between them which is annexed to the complaint. Prima facie, it appears that the complainants are in pursuance to the conveyance deed dated 30-10-2007, the said agreement was executed between both the parties. The complainants are seeking specific performance of the conveyance deed dated 30-10-2007. Moreover, in the present complaint, the complainants are seeking relief under section 18 of the RERA Act, 2016. According to the provision of section 18 of the RERA Act, the promoter is liable to pay interest to the allottee if he fails to handover possession of the premises as agreed in the agreement for sale and the said interest is calculated on the actual amount paid by the allottee to the promoter. In the present case, admittedly there is no consideration amount paid by the complainants. Therefore, the complainants cannot seek relief under section 18 of the RERA Act, 2016.
7. Moreover, the present matter is a civil dispute as discussed above and MahaRERA has no jurisdiction to try and entertain dispute of this nature. The complainants have to approach the appropriate forum for redressal of their grievances.
8. Under the circumstances, the complaint stands dismissed for want of jurisdiction.



(Dr. Vijay Satbir Singh)
Member-I, MahaRERA