

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

COMPLAINT No: CC005000000011478

Mr. Bharat Chavan and Rani Chavan Complainants

Versus
M/s. Shivam Nakoda Buildcon

MahaRERA Registration No. P52100013657

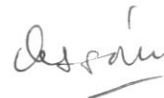
.....Respondent

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

The complainant appeared in person.
None appeared for the respondent.

Order
(25th June, 2018)

1. The complainants have filed this complaint seeking directions from this Authority to the respondents to refund the amount paid by them to the respondent promoter with interest and compensation under the provision of Real Estate (regulation & Development) Act, 2016 in respect of booking of a flat bearing No. 603 in Wing 'B' of the building known as "Vrindavan Regency ", bearing MahaRERA registration No. P52100005572 at Pune.
2. The complainants have argued that they had jointly booked the said flat for a total consideration amount of Rs. 22,73,687/-. Out of which, they have paid substantial amount towards the cost of the said flat till date. The respondent has executed registered agreement for sale with them on 28th June, 2013. As per the said agreement, the respondent was liable to hand over the possession the said flat to the complainants by 31st



December, 2014. The complainants have obtained the home loan and paid to the respondent promoter and now they are paying monthly EMI to the Bank. However, till date the respondent has failed to hand over the possession of the flat to the complainants. Hence, the present complaint has been filed.

3. This matter was heard on 18-05-2018. The respondent appeared before this Authority through his Advocate Mr. Shakeel Mulani. On that date, the respondent sought further time to settle the matter amicably with the complainants. Hence, on request of the respondent, the matter was adjourned to 7-06-2018. Accordingly, the complainant appeared in person and none appeared for the respondent. The complainants have informed this Authority that they failed to reach any mutually acceptable solution. They further informed this Authority in writing that though they are claiming refund of the amount under section -18 of the RERA Act, 2016, they are not seeking compensation from the respondent.
4. In the present case, though the hearing notice was duly served upon the respondent, he did not bother to appear before this Authority for hearing. It shows that the respondent is not willing to contest this matter. Hence, this Authority has no other alternative but to proceed with exparte against the respondents.
5. 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 31st December , 2014. However, till date the possession of the flat has not been handed over to the complainants. Therefore, this Authority feels that the respondents have breach the provision of section 18 of the Real Estate (Regulation & Development) Act,



2016 and hence, the complainants are entitled to seek relief under section 18 of the RERA Act, 2016 with applicable interest.

6. 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 6th December, 2017 passed in W.P. No. 2737 of 2017. The respondent is liable to compensate the home buyer accordingly.
7. In the above facts and circumstances of this case, this Authority directs the respondents to refund the amount paid by the complainants with interest at the rate prescribed under the RERA Act, 2016 and the Rules and Regulations made there under.
8. With these directions, the complaint stands disposed of.


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