

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

COMPLAINT NO: CC006000000056427

1) Dr. Sudhir Wawdhane  
2) Mrs. Suchita Wawdhane ... Complainants  
Versus  
G.N. Construction Builders and  
Land Developer, Mumbai ... Respondent.  
MahaRERA Regn: P51700007911

**Coram:**

Hon'ble Shri Madhav Kulkarni.

**Appearance:**

Complainants: Adv. Madhu

Respondents: Adv. Sathe

**Final Order**

15<sup>th</sup> November 2019

1. The complainants/allottees who had booked different flats with the respondent/<sup>v</sup> promoter seek to withdraw from the project and refund of their amount as the respondent failed to deliver possession as per agreement.
2. The complainants have alleged that Flat No. 501 in Building No. 20 was booked on 09.01.2015 and possession was promised in December 2017. Total Rs. 28,60,562/- were paid to the respondent. Flat No. 1104 in Building No. 23 was booked in June 2014 and possession was promised in December 2017, Rs. 28,36,800/- by cheque and Rs. 7,40,000/- by cash were paid to the respondent. Respondent has failed to deliver possession and hence the complaint.
3. The complaint came up before me on 23.05.2019 and was adjourned for plea and written explanation to 20.06.2019. Respondent failed to reply on 20.06.2019. Arguments were heard on 19.08.2019. 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.

  
A D

4. The respondent has challenged filing of joint complaint in respect of 2 flats and also tenability of this complaint.

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

<b>Points</b>	<b>Findings</b>
1. Is the complaint tenable in the present form?	Negative
2. If yes, has the respondent failed to deliver possession as per agreement without there being circumstances beyond his control?	Does not survive
3. Are the complainants entitled to the reliefs claimed?	Negative
4. What order?	As per final order

**Reasons.**

6. Point no. 1 to 3 -

As usual the location of the buildings and their names are missing in the complaint. Date of booking is missing. It is not made clear whether agreement was executed or not. Exact price of flat is not mentioned. The date on which payments were made is not mentioned. As usual there is lot of ambiguity in the complaint.

7. Honourable Maharashtra Real Estate Regulatory Authority vide Circular dated 23.10.2019 has directed that complaint must show building number, Wing number, Flat number, Shop number, Unit number, names of all Owners/Joint owner, the total consideration, money paid till then, date of allotment/booking, date of agreement, if any, date of possession in the agreement, if any. For the failure to do so MahaRERA may treat the said complaint as not maintainable.

~  
A O

8. As per Point No.3 of said Circular, individual complaint need to be filed separately for individual reliefs, otherwise complaint will be held not maintainable for misjoinder of causes of action or parties.

9. It has been observed that there is usual tendency that the complainants book more number of flats with the same builder and are filing single complaint in respect of all those flats. Present case is one such case. As stated earlier the complaint does not give all the necessary details. In my opinion, therefore present complaint is not tenable. I therefore answer Point No. 1 in the negative and Point No.2 as does not survive and Point No. 3 in the negative and proceed to pass following order.

#### ORDER

- 1) The complainant stands dismissed
- 2) Complainants are at liberty to file separate complaints as per requirement.
- 3) No order as to costs.

Mumbai.  
Date: 15.11.2019

*mf 3.5.2019*  
(Madhav Kulkarni)  
Adjudicating Officer,  
MahaRERA