

MAHARASHTRA REAL ESTATE **APPELLATE TRIBUNAL UNDER RERA Act**

No.AT006000000000144

Mr. Pandurang Baburao Bendre
Flat No.6A, Sarala Roses,
Behind Hotel Rajwada,
Pashan, Pune 411 008.

.. Appellant/s

V/s.

Riverview Properties Pvt. Ltd.
Having corporate office at
Kumar Business Centre
CTS 29, Survey No. 362/3A, Bund Garden Road,
Opposite Pune Central, Shangrila Garden,
Pune 411 001.

..Respondent/s

Advocate Smt. Ashwini Dev for the Allottee/ Appellant.

Respondent / Promoter inspite of notice absent.

CORAM :Hon'ble Shri K. U. CHANDIWAL, J.
Heard on : 24th May, 2018
Dictated/Pronounced on: 24th May, 2018
Transcribed on : 24th May, 2018

-:ORAL JUDGMENT:-

Heard finally.

1. Dismissal of complaint by Learned Adjudicating Officer, MahaRERA by order dt. 26th December, 2017 is the point of challenge by the allottee. The appellant allottee says as a price for purchase of the flat, he had paid earnest money of Rs.18,57,430/- time to time to the builder promoter. There was no regular agreement for sale though the appellant purchaser urged to this effect to the Promoter. Ultimately the appellant / complainant cancelled the transaction by sending a letter dt. 28.4.17 which letter according to the Ld. Counsel for the appellant is served on the Builder Respondent on 3rd May, 2017.

2. The grievance of the appellant is, by virtue of service dated 3rd May 2017, part of cause of action has accrued to him to prosecute his remedies under the provisions of RERA. In order to indicate her point the Ld. Counsel has referred to Section 4 of the Indian Contract Act, 1872 which inter alia provides "communication is complete of the proposal when it was so informed to other side or when it comes to his knowledge."
3. In the instant case, the communication is of withdrawal and not completion of a concluded contract. Consequently the date of acknowledgement dated 3rd May, 2018 shall not provide an impetus and an elbow room to the appellant to bring his case within the umbrella of the RERA Act, which has come into force on 1st May, 2017 in the State of Maharashtra.
4. In the light of these factual situations, the Adjudicating Officer was just in not adhering to import of Section 18 (3) of RERA Act, dealing with Promoter's failure to discharge the obligation imposed on him under the Act (RERA). No fault can be seen in the order under challenge. No interference. The other legal remedies of the appellant remain unfettered.


:-:ORDER:-

1. Appeal dismissed.
2. No costs.

Dictated and pronounced in open Court today.

Place: Mumbai

Dated: 24th May, 2018


(K. U. CHANDIWAL, J.)
President,
Maharashtra Revenue Tribunal, Mumbai
& I/c. Maharashtra Real Estate
Appellate Tribunal, (MahaRERA),
Mumbai

**MAHARASHTRA REAL ESTATE APPELLATE
TRIBUNAL UNDER RERA Act**

(1)

No.AT006000000000144

Mr. Pandurang Bendre

.. Appellant/s

V/s.

Riverview Properties Pvt.Ltd.

..Respondent/s

CORAM :Hon'ble Shri K. U. CHANDIWAL, J.
President, Maharashtra Revenue Tribunal, Mumbai
& I/c. Maharashtra Real Estate Appellate Tribunal
under Maharashtra RERA Act
DATED:-24th May, 2018

:- ORDER :-

Called out at 3.00 P.M.

Advocate Smt. Ashwini Dev for the Allottee/
Appellant.

Respondent / Promoter inspite of notice absent.

Heard finally.

F.R.S.R. the Appeal is finally disposed of with the
following final Order:

:- ORDER :-

1. Appeal **No.AT006000000000144** dismissed.
2. No costs.

Place: Mumbai

Dated: 21st March, 2018


(K. U. CHANDIWAL, J.)

President,
Maharashtra Revenue Tribunal,
Mumbai
I/c. Maharashtra Real Estate
Appellate Tribunal, (MahaRERA),
Mumbai