

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

COMPLAINT NO: CC006000000057467

Ishwar Ratan Agarwal

... Complainant.

Versus

Rajendra jairam Dubey
(Ajayraj Complex)

... Respondents.

MahaRERA Regn: P99000007945

Coram: Shri B.D. Kapadnis,
Hon'ble Member & Adjudicating Officer.

Appearance:

Complainant: In person.

Respondent: Absent.

FINAL ORDER

13th March 2019.

The complainant contends that he booked flat nos. 305, 306, A-wing, Phase-III in respondents Ajayraj project situated at Boisar, Dist. Palghar and paid them Rs. 7,00,000/-. Respondents made him to believe that the possession would be given on March 2015 by showing the agreement for sale executed in favour of one Mr. Surinder Gurumukh Singh Dhaul who booked the flat in the same project. The project is incomplete. The respondents have not executed the agreement for sale. They have not refunded complainant's amount even on his demand.

2. The respondents fail to appear despite the service of notices on 14/02/2019, 21/02/2019 and today on 13/03/2019. Hence the complaint proceeds exparte.



3. The complainant has produced the booking form. The receipts show that he has paid Rs. 1,50,000/- on 05/11/2012, Rs. 2,50,000/- on 21/10/2012, Rs. 1,00,000/- on 10/10/2013 and Rs. 1,00,000/- on 17/10/2013. The complainant has produced the copy of his bank passbook showing that Rs. 1,00,000/- have been paid to the respondents on 26/12/2013.

4. The above mentioned facts disclosed in affidavit are sufficient to indicate that at the time of booking the complainant was promised that the possession would be given by March 2015 by showing the agreement executed by them in favour of Mr. Surinder Gurumukh Singh Dhaul.

5. The respondents themselves have mentioned while registering the project that the proposed date of completion of the project was 31.07.2018 and now they have revised it to 31.12.2018. Thus, the respondents have made the false statement regarding the date of possession while accepting the booking and hence, under Section 12 of RERA, the complainant is entitled to get back his amount with interest at prescribed rate. The prescribed rate of interest is 2% above SBI's highest MCLR which is currently 8.55%.

6. The respondents have received Rs. 7,00,000/- as discussed above in the year 2012-2013 but they have not executed the agreement for sale. They have not refunded the amount even after complainant demanded it. The respondents have no right to retain the amount of Rs. 7,00,000/- and enrich themselves. This also amounts to unfair practice/fraudulent act under Section 7 of RERA.

7. To conclude, I find that the respondents are liable to refund the complainant's amount of Rs. 7,00,000/- with interest from the date of



receipt till its repayment along with Rs. 20,000/- towards the cost of the complainant. Hence, the order.

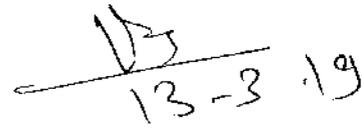
ORDER

The respondents shall refund Rs. 7,00,000 to the complainant with simple interest at the rate of 10.55% from the dates of receipt of the amount mentioned in para 3 of the order till its refund.

The respondents shall pay the complainant Rs. 20,000/- towards the cost of the complaint.

Mumbai.

Date: 13.03.2019.

Handwritten signature of B. D. Kapadnis, consisting of a stylized 'B' and 'D' followed by a horizontal line and the date '13-3-19'.

(B. D. Kapadnis)
Member & Adjudicating Officer,
MahaRERA, Mumbai.