

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMABI**

Complaint No. CC00600000054626

Mr. Prashant Shamrao Sonawane

..... Complainant

VERSUS

Mr. Ashok Chajjer

..... Respondent

MahaRERA Registration No. P52000006391

The complainant appeared in person.

Mr. Jitendra Mehta appeared for respondent.

ORDER

(24th September 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the booking amount paid by the complainant amounting to Rs.13,38,185/- to the complainant alongwith interest under section 12 of the RERA Act in respect of booking of a Flat bearing no. 1601 in the respondent's project known as 'Arihant Clan Aalishan Ph. I' bearing MahaRERA Registration no. P52000006391 at Kharghar, Navi Mumbai.
2. The matter was heard on several occasions when both the parties sought time to settle the matter amicably. However, inspite of several meeting the parties could not arrive at mutually agreeable terms. Hence the matter was heard on merits on 31st August, 2018 and the same was closed for orders.
3. It is the case of the complainant that he had booked the said flat in the respondent's project in the month of March, 2016 and paid an amount of Rs.13,38,185/-. However, the respondent has neither issued allotment letter nor executed agreement for sale with the complainant. At the time of



booking the respondent had agreed that the possession of the said flat will be handed over to the complainant by December, 2021. However, while registering the said project with MahaRERA the respondent has given revised date of complete as 2022 which is not acceptable to the complainant hence the complainants requested for refund with 12% interest for violation of provision of section 12 of the RERA Act.

4. The respondent disputed the claim of the complainant and argued that there is no agreed date of possession in respect of complainants flat and therefore they have not violated any provisions of the RERA Act and the rules and regulations framed thereunder and therefore they are not liable to pay interest and compensation as alleged by the complainant. The respondent further argued that since complainant has paid more than 10% of the booking amount he is ready to execute agreement under sec. 13 of the RERA Act. With regard to the refund the respondent argued that since there is no fault on their part and if complainant is willing he will refund the booking amount paid by the complainant after resale of the flat within a period of 6 months. However, the complainant has refused to accept the said offer of the respondent.
5. The MahaRERA has examined the arguments of both the parties as well as the record. In the present case, the complainant is seeking refund with interest and compensation under sec. 12 of the RERA Act. As per the provision of section 12 of the RERA Act the allottee of the project is entitled to get compensation if the allottee makes advance on the basis of false information contained in the advertisement or prospectus or any model apartment and sustains loss and damages due to the said false information. In the present case admittedly, the complainant has not made out any

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case for violation of section 12 of the RERA Act and therefore he is not entitled to seek any relief under section 12.

6. With regard to payment of interest as prayed by the complainant, MahaRERA feels that there is neither allotment letter nor agreement for sale executed between the complainant and the respondent which stipulates the date of completion and therefore, there is no violation of section 18 and hence the complainant is not entitled to seek interest.
7. In the present case, since the respondent has shown his willingness to refund the booking amount paid by the complainant in compliance of principles of natural justice, the MahaRERA directs the respondent of refund the booking amount paid by the complainant within a period of three months from the date of this order.
8. With the above directions, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)

Member – I, MahaRERA