

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

**COMPLAINT No: CC00600000005551**

Mr. Anil Vijapure

..... Complainant

**Versus**

M/s. Horizons Projects Pvt. Limited

..... Respondent.

MahaRERA Registration No. **P51700000528**

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

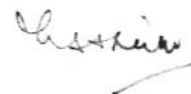
Adv. Shashikant Kadam appeared for the complainant.

Adv. Abir Patel appeared for the respondent.

**ORDER**

(22nd October, 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the amount paid by him to the respondent under sec. 12 of the RERA Act, 2016 in respect of booking of two flats Nos. 1303, 1304 in Wing C-4, in the respondent's project known as "**My City Phase-I**" bearing MahaRERA Registration No. **P51700000528** at Dombivali, Dist. Thane.
2. The matter was heard today. During the hearing, the complainant has argued that he had booked two flats in the respondent's project in July, 2017 for a total consideration amount of Rs.49,25,380/- for each flat. At the time of booking, the respondent has shown different amenities and also the date of possession has also been changed by the respondent. Till date the complainant has paid an amount of Rs.2,59,814/- per flat towards the booking amount. The complaint argued that since the respondent has violated the provisions of section-12, he has filed the present complaint seeking refund with interest and compensation from the respondent.
3. The complainant further argued that the respondent has changed clause in the model form of agreement and therefore, earlier he filed the complaint before MahaRERA wherein MahaRERA had passed an order on 12<sup>th</sup> February, 2018 and directed the respondent to execute the agreement



for sale with the complainant and the said order has been confirmed by the Appellate Tribunal.

4. The respondent disputed the claim of the complainant and argued that the complainant has not come with clean hands before this Authority. Earlier, he had filed the complaint bearing No. CC006000000012452 before MahaRERA and showed his willingness to continue in the project and therefore, the draft model agreement for sale was sent to him which he disputed subsequently and now he cannot file the present complaint and change his stand. The respondent further argued that still he is ready to execute RERA compliant agreement with the complainant and therefore the respondent requested for dismissal of this complaint.
5. The MahaRERA has examined the arguments of both the parties. In the present case, the complainant has already approached the MahaRERA by filing earlier complaint bearing No. CC006000000000228 and sought directions from MahaRERA to the respondent to modify the clause No. 27 of the model agreement for sale, with intention to be in the project. In the said complaint, the complainant should have raised these issues in the earlier complaint. Now the order passed by the MahaRERA dated 12-02-2018 has been confirmed by the Hon'ble Appellate Tribunal vide its order dated 24-05-2018 passed in Appeal No. AT006000000000228. Hence, the issues raised by the complainant about refund is not tenable in law. Moreover, the complainant can not use this forum to agitate such multiple proceedings.
6. In view of these facts, the MahaRERA feels that there is no substance in the allegations raised by the complainant. Hence, the complaint stands dismissed.



(Dr. Vijay Satbir Singh)  
**Member-1/MahaRERA**