

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

**Complaint No. CC00600000055101**

Mr. A. Sivaraman

..... Complainant

**Versus**

M/s. Wheelabrator Alloy Castings Ltd.  
MahaRERA Registration No. P51800001137

..... Respondent

**Coram:** Dr. Vijay Satbir Singh, Member-I

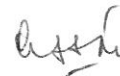
The complainant appeared in person.

Adv. Abir Patel appeared for respondent.

**ORDER**

(18<sup>th</sup> September 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the booking amount with interest and penalty in respect of booking of a flat No. T-10-1301 in the respondent's project at Runwal Forest at Kanjurmarg (West), Mumbai bearing MahaRERA Regn. No. P51800001137.
2. The matter was heard on the given dates when both the parties sought time to settle the matter amicably. However, the matter could not be resolved and therefore, it was heard finally. During the hearings, the complainant argued that he booked the flat in the respondent's project in April 2017 and paid a booking amount of Rs. 71,47,471/- At the time of booking of the said flat, the respondent promised him that he will hand over possession of the said flat by December 2020. The respondent had also promised that he will complete the said flat on or before 30<sup>th</sup> November, 2021 and also promised to provide the necessary documents. However, he failed to provide the same to the complainant and also without his consent he has revised the



date of completion from 30<sup>th</sup> November, 2021 to 31<sup>st</sup> January 2023. Hence, the complainant sought refund of full amount with interest and penalty.

3. During the hearing, Advocate for the respondent has stated that as per the time sought from MahaRERA, both the parties have had a meeting and the respondent had offered him an alternative flat in the same project for which the date of completion is much earlier than what is mentioned in the MahaRERA website. He further stated that he is ready to execute the registered agreement of the said flat as agreed by the complainant. Alternatively, he has also shown his willingness to refund the booking amount paid by the complainant. The advocate requested MahaRERA to record his statement. The complainant has shown his willingness to accept the offer of alternative flat agreed to be provided by the respondent.
4. Regarding the issue of refund with interest sought by the complainant, MahaRERA feels that as on today the agreed date of possession given by the respondent has not lapsed and therefore, there is no violation of section-18 of the RERA Act as alleged by the complainant. Hence the complainant is not entitled to seek any interest from MahaRERA as on today and the said claim of the complainant is premature.
5. In the light of the above facts and the undertaking submitted by the respondent, MahaRERA feels that nothing survives in this complaint and hence the complaint stands disposed of.



(Dr. Vijay Satbir Singh)  
**Member-I, MahaRERA**