

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY
AUTHORITY MUMBAI

Complaint No. CC006000000333780

Vivek Baniya

.... Complainant

Versus

Xrbia Chakan Developers Private Limited

.... Respondent

MahaRERA Project Registration No. P51800006239

Coram: Shri. Mahesh Pathak, Hon'ble Member - I/MahaRERA

The complainant appeared in person.

None appeared for the respondent.

ORDER

(Monday, 13th February 2023)

(Through Video Conferencing)

1. The complainant above named has filed this complaint seeking directions from MahaRERA to the respondent to refund the amount paid by him as prescribed under the provisions of section 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of a flat bearing no. 12-1004 and 12-1005 in the respondent's registered project known as "Centrona Zen-A" bearing MahaRERA registration No. **P51800006239** located at Ghatkopar East, Mumbai
2. This complaint was heard today as per the Standard Operating Procedure dated 12-06-2020 issued by MahaRERA for hearing of complaints through Video Conferencing. Both the parties have been

issued prior intimation of this hearing and they were also informed to file their written submissions if any. Accordingly, the complainant appeared and made his submissions. However, despite the notice of hearing, the respondent remained absent.

3. During the course of hearing, the MahaRERA has noticed that the complainant has filed this complaint ostensibly because the respondent has not complied with the terms of conciliation arrived at between the parties before the MahaRERA Conciliation Forum on 26-08-2022 in the conciliation request under No. CR006000000077718 filed by the complainant before the MahaRERA Conciliation Forum.
4. From the record, it appears that by the said settlement, the respondent has offered refund of an amount of Rs. 7,85,000/- against the claim made by complainant of Rs. 8,29,000/- to the complainant. The complainant has accepted the said offer of Rs. 7,84,000/- , thereby giving up his claim of Rs.44,000/- .
5. It shows that the respondent has accepted the claim of refund sought by the complainant and offered him refund of Rs. 7,85,000/- to the complainant, which has been accepted by the complainant herein. The complainant in this case has exhausted the remedy available to him under section 32(g) of the RERA and approached the MahaRERA Conciliation Forum and got the matter settled with the respondent. Hence, the respondent is bound by the said settlement arrived at between the parties and is liable to adhere to the same. Further, due to such non-performance by either party , the other party need not approach the

MahaRERA time and again by filing complaint before the MahaRERA again and again, as it is not the intention of legislation in incorporating the provision of section 32 (g) in the RERA. The filing of this fresh complaint merely seeking compliance of the settlement terms arrived at before the MahaRERA Conciliation Forum is not maintainable.

6. In view of these facts, the MahaRERA directs the respondent promoter to comply with the settlement arrived at between it and the complainant and refund the money as offered before the MahaRERA Conciliation Forum within a period of 30 days. Failing which the complainant is at liberty to file a non - execution application before the MahaRERA in this complaint.
7. It is further directed that, if any such non-execution of this order passed by the MahaRERA, is brought to the notice of the MahaRERA stringent action would be taken against the respondent under the provision of section 63 of the REAR by levying per day penalty.
8. With these directions , the present complaint stands disposed of.



(Mahesh Pathak)

Member - 1/MahaRERA