

Complaint No. CC005000000228330 & CC005000000279914
BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. Complaint No. CC005000000228330

Sujit Tulshiram Ranmale

... Complainant/s

Versus

Deron Properties Pvt Ltd

..Respondent/s

Along with

2. Complaint No. CC005000000279914

Ankur Dilip Patni

... Complainant/s

Versus

Deron Properties Pvt Ltd

..Respondent/s

MahaRERA Project Registration No. P52100003332

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

The complainants appeared in person.

Ld. Adv. Anup Lahoti for the respondent.

ORDER

(Wednesday, 10th July 2024)

(Through Video Conferencing)

1. The complainants above named has filed this online complaint before the MahaRERA on 28-03-2022 (for sr no. 1) and on 21-12-2023 (for sr no. 2) mainly seeking directions from MahaRERA to the respondent to refund the balance amount of the total consideration paid along with the interest as prescribed under section 18 under the provisions of the Real Estate (Regulation &

Complaint No. CC005000000228330 & CC005000000279914

Development) Act, 2016 (hereinafter referred to as 'RERA') for their respective flats mentioned in the below table at para-no.5 (hereinafter referred to as "the said flats") in respect of the respondent's registered project known as "**DERON RISE AND PROSPER**" bearing MahaRERA registration no. **P52100003332** located at **Rahatani, Pimpri Chinchwad Municipal Corporation, Dist. Pune.**

2. These complaints were heard on several occasion and was finally heard on 19-03-2024 as per the Standard Operating Procedure dated 24-01-2024 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, both the parties and made their arguments. The MahaRERA has heard the argument of both the parties and also perused the available record.
3. After hearing the argument of the parties concerned , the following Roznama was recorded in the said hearings in these complaints on 19-03-2024-

19-03-2024:-"Both the parties are present. These complaints have been filed for refund along with interest and compensation or the delay. As per the allotment letter of 12-03-2020, both the complainants have paid identical amounts of Rs. 30 Lakhs to the respondent and an amount of Rs. 15 Lakhs has already been refunded to the complainants admittedly. Therefore, the complainants pray for refund of the remaining amount of Rs. 15 Lakhs along with interest and compensation for delay. Admittedly, there is no date of possession mentioned in the allotment letters. The respondent has mentioned that the project is to be handed over to a new developer, who has agreed to be entrusted with the responsibility of refunding the remaining amounts to the complainants. Both the complainants wish to withdraw from the project as the project is not progressing. Be that as it may, the respondent may file its reply to these

Complaint No. CC005000000228330 & CC005000000279914

complaints within a period of 3 weeks i.e. by 09-04-2024. Further 3 weeks' time i.e. till 30-04-2024 is granted to the complainants to file a rejoinder to the said reply of the respondent. Accordingly, both these matters are reserved for orders suitably after 30-04-2024 based on the arguments of both the sides in the hearing today as well as reply, rejoinder and written arguments filed in the complaints."

4. Pursuant to the aforementioned directions given in the hearing both the parties have not uploaded reply/rejoinder/written arguments on records of MahaRERA. The MahaRERA has perused the available record.
5. The complainants in both the complaints have provided the following information in their respective complaints such as the details of flat/s booked, allotment letter, total consideration and consideration paid and the reliefs sought in these complaints :

Sr. Complaint No.	No. Name of the Complainants	Flat no.	Allotment letter	Total Consideration	Relief
1	CC00500000 0228330 Sujit Tulshiram Ranmale	703, 7 th floor, Wing B, 655 sq ft	12-03-2020	Rs. 45,00,000/- Rs. 30,00,000/-	to refund the balance amount of the total considerati on paid
2	CC00500000	702, 7 th floor, Wing	12-03-2020	Rs. 45,00,000/-	

Complaint No. CC005000000228330 & CC005000000279914

0279914	B, 655 sq ft		Rs.	
Ankur Dilip			30,00,000/-	
Patni				

6. It is the case of the complainants that they have booked the said flats in this project registered by the respondent promoter for which the allotment letters dated 12-03-2020 have been issued in favour of these complainants. Accordingly, they have paid the amount as mentioned in the aforesaid table in the respondent's project. However, there has been no agreement for sale executed between the parties. There was no substantial progress in the construction of the said project. Therefore, the complainants have decided to withdraw from the project and thus have cancelled the booking of the said flats on 13-09-2021. The respondent promised to refund the amount paid by them in 6 instalments by January, 2022 as mentioned in the cancellation letters. Thereafter, they got to know that the respondent has allotted the said flats to third party. The complainants have received a total of Rs. 15,00,000/- in 5 instalments. Thereafter, the respondent gave a cheque of Rs. 15,00,000/- (balance amount) which got dishonored twice. Hence, being aggrieved with the actions of the respondents, the complainants have filed the present complaint for balance refund amount along with the interest.
7. The respondent promoter in the present case, although has appeared for the hearing held in these complaints, but has failed to file any reply to these complaints on record of MahaRERA. However, during the course of final hearing held in these complaints on 19-03-2024, it has stated that this captioned project is to be handed over to a new developer viz M/s. Monarch Builders and Developers with the consent of majority of the allottees of this project and the said new promoter has agreed to be entrusted with the responsibility of refunding the remaining amounts to these complainants.



8. The MahaRERA has examined the submissions made by both the parties and also perused the available record. In the present case, the complainants claiming to be the allottees of this project by filing these complaints have approached the MahaRERA mainly seeking refund of the balance amount of Rs. 15,00,000/- each (along with interest) out of total amount of Rs. 30,00,000/- paid by them towards the booking of their respective flats alleging the delay in completion of this project by the respondent. The complainants have agitated the said reliefs by virtue of the allotment letters dated 12-03-2020 issued by the respondent promoter towards the said booking.

9. However, on bare perusal of the submissions made by these complainants in their online complaints, the MahaRERA has prima facie noticed that the said booking was done by them by virtue of the allotment letters dated 12-03-2020. However, on account of the alleged delay, the complainants have cancelled the said booking on 13-09-2021. Accordingly, the respondent promoter by accepting the said cancellation request of the promoter has agreed to refund the money paid by them within stipulated time period. Admittedly, partial amount of Rs. 15,00,000/- has been refunded to these complainants till January, 2022. However, since the balance amount has not been paid and the cheque issued by the respondent got dishonoured, they have filed these complaints seeking refund of the balance amount of Rs.15,00,000/- along with interest under the provisions of the RERA.

10. As far as the said claim of interest on the balance amount sought by these complainants, the MahaRERA is of the view that admittedly, there is no specific date of possession mentioned in the said allotment letters duly issued in favour of these complainants. Moreso, the complainants after accepting the partial amount have filed these complaints, when they have already opted to

Complaint No. CC005000000228330 & CC005000000279914

seek refund without any interest. Hence, their claim towards interest has no legal substance under section 18 of the RERA. Hence, the same stands rejected.

11. However, in the present case, the respondent has informed the MahaRERA that this project is handed over to the new promoter and he has now been entrusted the responsibility to refund the balance amount to these complainants.
12. In this regard, the MahaRERA has verified the said fact from the record and it has come to the notice of the MahaRERA that the association of the allottees formed in this project {Deron Future Owners Group Association (AOP)} has filed a complaint no. CC005000000106711 before the MahaRERA seeking reliefs under sections 7 and 8 of the RERA. The said complaint was heard by the MahaRERA on 11-06-2024 , when the following roznama was recorded in the said complaint:-

“The complainant is present. The respondent no. 1 is present. The respondent no. 2 - the landowners numbering 2 to 34 including the Financial Institution are absent.

As it transpired during the hearing, the respondent has pointed out that an application has been made on 06-04-2024 to the MahaRERA for handover of the project to a new promoter by the name M/s. Monarch Builders and Developers with consent of ostensibly the majority of the allottees. However, the complainant has disputed this contention of the respondent no. 1. Incidentally, the proposed new developer M/s. Monarch Builders and Developers is also present in the hearing. However, the complainant has refuted this contention of the respondent no. 1 and the new promoter that they have consent of the majority of the allottees. This is because AOP has filed this complaint and seeks to complete the project u/s 7 and 8 of the RERA.

In view of the above, it would be just and proper to tag this complaint along with the pending application u/s 15 of the RERA and decide both of them jointly,

as it appears that in case decision on sections 7 and 8 of the RERA is taken in favour of the complainant, the application filed under section 15 of the RERA, becomes infructuous and vice versa.

Therefore, the Registry is directed to inform the Registration Section MahaRERA, accordingly as above.

The next date of hearing would be when these 2 applications are heard jointly."

13. Be that as it may, the aforesaid proceeding under sections 7/8 and 15 of the RERA would take its own recourse under the provisions of the RERA. However, as far as the claim of these complainants towards refund of the balance amount of Rs. 15,00,000/-, the respondent promoter has neither denied the same nor has refused to pay the same through the new promoter.
14. In this regard, it is pertinent to note that till the order under section 15 of the RERA is passed in this project, the respondent promoter is not liable for any booking done by it in this project as on date. Also, as stated hereinabove, the respondent has neither denied the partial payment made to these complainants nor has denied to refund the balance amount. On the contrary it has agreed to make the said balance payment through the new promoter.
15. In view of these facts and the submissions made by the respondent promoter, the following order is passed:-
 - a) These complaints are partly allowed.
 - b) The claim of interest on the refund amount sought by these complainants stands rejected in view of the observations made in the aforesaid para-no.10.
 - c) The respondent promoter is directed to refund the balance amount of Rs.15,00,000/- to these complainants within a period of 3 months from the date of this order without any interest.
 - d) Failing to comply with the aforesaid directions at para (c) above, necessary penal action would be taken against the respondent promoter under section 63 of the RERA if such non-compliance is brought to the notice of

Complaint No. CC05000000228330 & CC05000000279914

MahaRERA by the complainants.

16. With these directions both these complaints stand disposed of.



(Mahesh Pathak)

Member - 1/MahaRERA