

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

Complaint No. CC006000000023928

Mr. Chirag Desai

..... Complainant

Versus

M/s. Ruparel Infra & Realty Pvt Ltd

..... Respondent

Project Registration No. **P51800013701**

Coram: Dr. Vijay Satbir Singh, Hon'ble Member – 1/MahaRERA

The complainant is present in person.

Adv. Mohammed Hussain for the respondent.

ORDER

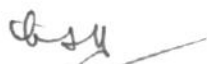
(2nd January, 2020)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the amount paid by him under Section-18 of the Real estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat in the respondent's project known as "**Ruparel Optima Ph 1**" bearing MahaRERA registration No. P51800013701 situated at Kandivali (W), Mumbai.
2. This complaint was heard by MahaRERA and the same was transferred to the Ld. Adjudicating Officer, MahaRERA on 10/06/2019. But, the matter is again transferred to MahaRERA by the Adjudicating Officer for re-hearing and final decision.
3. Accordingly, this matter was heard finally today when both the parties appeared and argued the matter. It is the case of the complainant that he has booked the said flat on 23/04/2018 for a total consideration amount of Rs. 57,00,000/-. At the time of booking, he has paid an amount of Rs. 2,97,825/- to the respondent. Subsequently, on 04/08/2018 he has sought cancellation of the said booking. At the time of booking, the respondent has agreed that the loan facility will be provided to allottee/ complainant. However, he failed to fulfil such commitment. The complainant has relied upon e-mail dated

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10/11/2018 sent by the respondent, wherein it has agreed to refund the amount to the complainant. However, till date he has not paid the same amount.

4. The respondent, on the other hand, disputed the claim of the complainant and argued that, the amount paid by the complainant stands forfeited as per the terms and conditions of the booking application. The complainant did not make any payment for the last one year after booking of the said flat. However, the said cancellation is done due to personal reasons of the complainant and not due to the delay on the part of the respondent. The loan application of the complainant was not processed due to shortfall of the documents and the loan has not been approved. Therefore, the respondent is not responsible for the said cancellation and complainant cannot claim refund. Hence, the respondent has prayed for dismissal of this complaint.
5. MahaRERA has examined the arguments advanced by both the parties as well as the record. In the present case, the complainant is seeking refund under Section-18 of the RERA. There is neither an agreement for sale entered into between the complainant and the respondent nor the allotment letter issued. Hence, provisions of Section-18 will not be applicable in the present complaint. Moreover, there is no explicit provision under RERA to grant such relief as prayed for by the complainant.
6. Since, as per the email dated 10/11/2018, the respondent has agreed to refund the booking amount, it is directed to refund the same within a period of 30 days.
7. With the above observations, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA