

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

Hearing held through Hybrid mode

COMPLAINT NO. CC12503466

1. JAYRAM JANAJI JADHAV
2. ROHIT ASHOK NNIKAM

...COMPLAINANT/S

VS.

MAHESHWAR ENTERPRISES

...RESPONDENT/S

MAHARERA PROJECT REGISTRATION NO. P51600022074

Order

May 7th, 2026

(Date of hearing-23.04.2026, matter was reserved for order)

Coram: Manoj Saunik, Chairperson, Maha RERA

Complainants present in person

Nilesh Bhai present for the respondent

1. The complainants are the home buyers and allottees within the meaning of section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “**said Act**”) of Real Estate Regulatory Authority (hereinafter referred to as the “**RERA**”) and the respondent is the promoter within the meaning of Section 2 (zk) of the said Act who has registered the project namely “SHIVGANGA HEIGHTS” under section 5 of the said Act bearing **MAHARERA project registration no. P51600022074**.
2. On the Maha RERA project registration webpage, the proposed date of completion of the project was mentioned as 28.08.2025. The said project has obtained an occupancy certificate dated 18.05.2022 bearing no. 30212/2022 issued by the Nashik Municipal Corporation.
3. The complainants are seeking the following reliefs:
 - a) *Immediate action be taken against the promoter under the provisions of the RERA Act.*

- b) *The promoter be directed to carry out technical and permanent repairs to stop the water leakage in our flats.*
 - c) *Compensation and damages be awarded by the promoter for the financial losses suffered by the complainants.*
 - d) *The construction and quality of all buildings in the said project be inspected by the Municipal Authorities, so that other residents do not face similar problems in the future.*
 - e) *Legal action be taken against the promoter for negligence and lack of due care in this regard.*
 - f) *The toilet and bathroom above the ceiling in complainants' flat be completely dismantled and proper waterproofing and plumbing work be carried out, so that such leakage problems do not arise again in the future.*
4. The complaint was heard on 23.04.2026 and the following roznama was recorded by this Authority:
"Both parties are present; the respondent has filed his reply. The matter is reserved for order."
5. The submissions of the complainants are as follows:
- A. The complainants submit that they purchased flat nos. D-23 and D-24 respectively, through registered agreements for sale in the subject project and have paid the entire consideration amount to the respondent.
 - B. The complainant no.1 submits that after taking possession, water leakage started from the bathroom and toilet area through the ceiling of flat no. D-24, causing continuous dampness, fungus, damage to walls, structure deterioration, and risk to electrical fittings.
 - C. The complainant no.2 submits that there is continuous water leakage from both side walls of the hall in flat no. D-23, resulting in peeling of paint, damage to wiring, foul smell, and unhygienic living conditions.
 - D. That despite making repeated complaints to the respondent, no permanent or effective remedial measures have been undertaken by the respondent till date.
 - E. Therefore, the complainants have filed the present complaint against the respondent seeking appropriate reliefs.

6. The submissions of the respondent are as follows:
- A. The respondent submits that the complainants filed a complaint with the office of the respondent regarding leakage. Upon receipt of the said complaint, the respondent took the matter seriously and made all possible efforts to address and rectify the issue.
 - B. The respondent submits that the leakage work has been carried out and completed, and bathroom leakage repairs have been undertaken on multiple occasions. However, the complainants have expressed dissatisfaction.
 - C. The respondent further submits that the leakage issue has arisen due to alterations and damage caused in the bathroom of the flat situated above the complainants' flat.
 - D. That at present there is no leakage issue. However, the respondent undertakes that in the event any leakage problem arises in future, necessary rectification shall be carried out.
 - E. The respondent submits that all responsibilities have been duly fulfilled. The construction of the building has been completed, and the occupancy certificate has been obtained.
7. From the facts and submissions made by the parties the issue that needs to be answered is *whether the complainants are entitled to the reliefs claimed under the provisions of the Act?*
8. Before determining the issue at paragraph no.7, the following observations are noteworthy:
- A. The captioned complaint is filed on 28.09.2025.
 - B. It is noteworthy that the captioned complaint has been filed in respect of two apartments, however, as per the rules prescribed by MahaRERA, separate complaints are required to be filed for separate causes of action. Thus, to ensure efficient utilisation of the available time and resources of the Authority, the Authority vide roznama dated 22.01.2026 directed the complainants to pay

costs of Rs. 5,000/- for filing a single complaint in respect of two different apartments.

- C. The complainants were directed to deposit the said costs and upload the receipt on the portal before 12.03.2026. The Authority observes that during the hearing held on 12.03.2026, as recorded in the roznama of the said date, the complainants submitted that they had paid the court fee in respect of the second flat. However, upon verification of the record, the Authority finds that the complainants have failed to pay the court fee and have also failed to upload and place the receipt on record before the Authority. Therefore, the complainants are directed to pay costs of Rs. 5,000/- towards the court fee to the MahaRERA. This order shall become operative only upon due deposit of the aforesaid court fees by the complainants.
- D. In the present case, it appears from the submissions of the complainants that leakage issues in their respective flats arose after taking possession. It is pertinent to note that the respondent's own submissions unequivocally acknowledge that repairs were carried out by the respondent on multiple occasions and that the leakage issue has been addressed several times. The respondent has further undertaken that, in the event any leakage issue arises in future, necessary rectification shall be carried out. Such admissions conclusively establish the continuing existence of the defect. The photographs placed on record further corroborate the continued existence of leakage. Accordingly, this Authority is justified in holding that the respondent is in breach of its statutory obligation and is liable to carry out complete and effective rectification of the said defect.
9. Therefore, after considering the observations, provisions of the Act, facts of the case, submissions of the parties and the materials placed on record, the Authority hereby concludes that the respondent is in breach of its statutory obligation under section 14(3) of the Act and is consequently liable to rectify the defect in a complete and effective manner in flat nos. D-23 and D-24 in the subject project. Thus, the issue framed at paragraph no.7 is answered in the **affirmative**.

FINAL ORDER

10. Therefore, after considering the observations and provisions of the Act, the materials placed on record, the facts of the case and submissions made by the parties, the Authority passes the following order:
- A. The captioned complaint is **allowed**.
 - B. The respondent is hereby directed to rectify the leakage and any other defects appearing in flat nos. D-23 and D-24 in the subject project, within thirty (30) days from the date of this order, in an appropriate manner whereby it shall be ensured that the defect does not recur in future.
 - C. The complainants are directed to deposit Rs. 5,000/- (Rupees Five Thousand only) towards court fees to the MahaRERA within thirty (30) days from the date of this order for reasons more particularly mentioned hereinabove at paragraph no. 8(B) and 8 (C) hereinabove.
 - D. No order as to costs.

**MANOJ
SAUNIK**

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MANOJ SAUNIK
Date: 2026.05.07
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Manoj Saunik
Chairperson, MahaRERA

Copy to Director (Complaint Management), MahaRERA, for recovery of court fees