BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Complaint No. CC12600376

Santosh Somnath Chakor **..Complainant/s**

Vs

S. D. Corporation Private Limited **..Respondent/s**

MahaRERA Project Registration No. P51800019693

Coram: Shri Ashok Alaspurkar
Hon'ble, Adjudicating Officer,
MahaRERA.

Appearance:
Complainant/s : Appeared in person through VC

Respondent/s : Adv. Abir Patel present through VC

ORDER
(08.10.2026)

1. The complainant has booked Flat No. F-602 in the respondent's registered project known as " SIENNAA WING F " bearing MahaRERA registration No. **P51800019693**. The Agreement for Sale was executed on 29.12.2021 and the possession was agreed to be handed over by 30.06.2024. The agreed total consideration is Rs. 1,32,11,012/-. As the complainant did not get possession in time and hence filed complaint no. CC12500071 for possession of the flat along with the interest for delayed as well as compensation. The Hon'ble Chairperson decided the complaint by common order dated 26.12.2025. The said complaint is referred at sr. no. 1. Following is the operative order:

"18. Therefore, after considering the aforementioned 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 complaints at sr. nos. 1, 2, 4 and 5 are allowed.

B. The complainant at sr. nos. 1, 2, 4 and 5 is entitled to claim interest for delay in handover of possession on the total amount paid to the respondent (excluding amounts paid towards taxes and other charges such as stamp duty, registration fees and such other amounts paid to statutory authorities) from the date as mentioned in the table at para. no. 14 above at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules 2017 till the date of handover of possession with occupancy certificate.

C. Further the payments of interest for delay shall be set off against the payments of balance dues if any under each agreement for sale of the complainant at sr. no. 1, 2, 4 and 5 herein at the time of handover of possession with OC/completion certificate.

D. The respondent promoter is entitled to claim the benefit of "moratorium period" as mentioned in the Notifications / Orders Nos. 13, 14 and 21 MahaRERA in the complaints at Sr. No. 3 to 5. The moratorium period shall be deducted from the total period for which interest is payable.

E. The complainant at Sr. No. 3 and all other complainants are at liberty to approach the Adjudicating Officer, MahaRERA vide a fresh application in prescribed format for the limited purpose of determination and computation of compensation.

F. No order as to cost. "

2. By clause "E" of the order, the present complainant has been granted liberty to file fresh application for the purpose of determination of compensation. The complainant thereafter submitted the online submission on 20.01.2026 which is as follows:

> *"The Complainant respectfully prays that this Hon'ble Adjudicating Officer be pleased to award compensation of Rs. 6,00,000/- (Rupees Six Lakhs only) under Section 71 of the Real Estate (Regulation and Development) Act, 2016, towards financial hardship, mental agony and loss suffered due to delay in handing over possession of the flat by the Respondent, and pass such other orders as deemed fit in the interest of justice. "*

3. The matter was taken up for hearing on 24.02.2026. The complainant had referred to the claim of Rs. 6 lakhs towards compensation and also claim rental compensation etc. He was given the opportunity to place his submission on record. The complainant filed written submission dated 05.03.2026. He was directed to file the complaint in "Form B" and the same has been uploaded on 25.05.2026. The respondent filed reply dated 23.05.2026 and the additional reply dated 18.08.2026. The parties were finally heard on 21.08.2026.

4. In the present case, the complainant's claim for possession of the flat as well as interest for delayed possession has been decided by order dated 26.12.2025 as mentioned above.

5. It is pleaded by the respondent that the present complaint is not maintainable as per the provisions of section 18 read with sections 71 and 72 of the RERA Act. The complainant is claiming compensation on the basis of the same cause of action i.e. delay in handing over of possession.

6. The Ld. counsel for the respondent has submitted that present complaint is not in "Form B" and that too in prescribed form. The complainant had already filed the above referred complaint No. CC12500071 wherein the compensation has been claimed. By the present complaint, the complainant is claiming compensation as per the direction in the said complaint. The claim is as follows:

> *"1. Award compensation of Rs. 6,00,000 under Section 71 towards hardship, harassment and consequential loss.*
>
> *2. Direct the Respondent to pay quantified rental loss of Rs. 5,67,000 till date.*
>
> *3. Direct payment of continuing rental compensation of Rs. 27,000 per month till actual handover with Occupancy Certificate.*
>
> *4. Award litigation costs.*
>
> *5. Pass such further orders as deemed fit."*

7. This complaint is arising out of the liberty granted to the complainant. In fact it is essential as per the prescribed form to have Verification.

However, merely because there is no verification, the complaint cannot be dismissed. Therefore, the claim will have to be considered for adjudication of compensation.

8. The claim of the complainant as to possession and interest for delayed possession as per Section 18(1) has already been awarded by the order dated 20.12.2025. The claim as to compensation under Section 18(3) read with Section 71 and 72 will have to be considered.

9. The complainant is claiming compensation of Rs. 6 lakh for the hardship and harassment as well as consequential losses. From the findings in the above said as well as undisputed fact that the complainant is entitled to possession of the flat which is already delayed. Therefore, no further evidence is required to see whether hardship and harassment is caused because of the delay in handling over of possession in spite of substantial payment. Considering the total circumstances, in my view compensation of Rs. 2 lakh will have to be granted.

10. The complainant is also claiming loss because of the payment of rent at the rate of Rs. 27,000/- per month. He has also countified his loss till the date of filing his application at Rs. 5,67,000/-. The complainant has not produced any evidence to show as to how much rent he has paid very month during the relevant period. For want of any evidence, this claim of the complainant cannot be considered.

11. Since there is delay in handing over of possession in breach of the term of the Agreement, the cost of Rs. 25,000/- will have to be imposed on the respondent.

ORDER

1. The respondent is hereby directed to pay compensation of Rs. 2,00,000/- and cost of Rs. 25,000/- within one month from the date of this order failing which, the respondent shall be liable to pay interest at the rate of MCLR + 2% on the amount of compensation of Rs. 2,00,000/- from the date of default till the actual realisation of the same by the complainant.

2. With these directions, the present complaint is hereby disposed of.

ASHOK LILADHAR ALASPURKAR

Digitally signed by ASHOK LILADHAR ALASPURKAR
Date: 2026.10.08 16:35:11 +05'30'

Date : 08.10.2026
Mumbai

(Ashok Alaspurkar)
Adjudicating Officer,
MahaRERA