BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Complaint No. CC12504104

Manish Tumbde,
Pallavi Tumbde ... Complainant/s

Versus

Paranjape Schemes (Construction) Limited ... Respondent/s

MahaRERA Project Registration No. P52100000067

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

Ld. Adv. Nandinee Meher appeared for the complainant through VC.

Ld. Adv. Mansi Marathe appeared for the respondent through VC.

ORDER

(Order Pronounced on Monday, 11th May 2026)

(Matter reserved for orders on 12-03-2026)

(Hearing Through Hybrid Mode)

1. The complainant above named has filed this online complaint before the MahaRERA on 21-11-2025 seeking directions from MahaRERA, to the respondent – promoter, to pay interest and compensation for delayed possession 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 the flats bearing nos. T10-1707 and Flat No. T10-1708 (hereinafter referred to as the said flats), in the respondent – promoter's registered project known as **"Forest Trails Highland Tower 9, 10 and 11"** bearing MahaRERA registration no. **P52100000067** located at **Bhugaon, Mulshi, Pune** (hereinafter referred to as the 'said project').

2. This complaint was heard by MahaRERA on 22-12-2025 and finally on 12-03-2026 as per the circular no. 49 dated 12-09-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of this hearing. On the said dates of hearing, both parties appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of both the parties as per their appearances and also perused the available record.

3. After hearing the arguments of the parties, as per their appearance, the following Roznamas were passed in this complaint: -

On 22/12/2025:-

"First Hearing Matter" Both parties are present. The complainants desire that the matter may be referred for conciliation to explore the possibility of an amicable settlement. However, the respondent contends that the matter may be fixed for hearing on merits. Therefore, the matter is to be fixed for hearing on merits on 12-03-2026. The respondent may file its reply to the complaint within a period of five weeks i.e. by 26-01-2026. Further five weeks' time i.e. till 02-03-2026 is granted to the complainants to file a rejoinder to the said reply. The matter is adjourned to 12-03-2026 for final arguments by both sides.

On 12/03/2026:-

"Both the parties are present. Admittedly, the OC for the flat of the complainants was received on 16-12-2024 and the possession delivery letter was issued on 17-12-2024. The possession was actually handed over on 01-10-2025 and the complaint has been filed on 21-11-2025. The reason for filing of the complaint is that the date of possession mentioned in the agreement for sale of January 2022 was December 2022 and therefore, the complainants pray for interest and compensation for delayed possession. The issue of possession doesn't survive since possession has already been handed over. The respondent has already filed a reply, sur rejoinder and written submissions and complainants also have filed their rejoinder along with written submissions. The parties may ensure that the communication between them from receipt of the possession delivery letter in December 2024 till the offer of possession of October 2025 is part of their reply/rejoinder/sur rejoinder/written submissions. In view of the above, the matter is reserved for orders as per the prayers of the complainants."

4. Pursuant to the aforesaid direction the parties have already uploaded their respective submissions. The same has been taken on record. The MahaRERA has perused the available record.

5. It is the case of the complainants that they booked the said flats in the respondent's

registered project. As per the Agreements for Sale dated 20-01-2022, the respondent had assured handover of possession of the said flats by 30-12-2022. The complainants submitted that the respondent obtained the Occupancy Certificate (OC) in December - 2024 pursuant to the final extension granted by MahaRERA. However, despite receipt of the OC, the project/building remained incomplete in several respects and lawful possession was not handed over. The complainants further submitted that they were permitted to commence interior work on 31-03-2025, however, the same did not amount to lawful possession under the provisions of the Act. After continuous follow-up, possession of the said flats was handed over on 02-10-2025. Accordingly, the complainants submitted that they are entitled to interest for the delayed period from December - 2022 till actual possession at the prescribed rate. Hence, being aggrieved by the conduct of the respondent, the present complaint has been filed.

6. The respondent, on the other hand, refuted the contentions of the complainants by uploading its reply on 14-01-2026 on record of MahaRERA. The respondent submitted that the present complaint is not maintainable as it was neither properly served nor filed in the prescribed format under the MahaRERA Rules. The respondent further submitted that the project timeline was duly extended by MahaRERA till 30-12-2024 on account of force majeure circumstances including the COVID-19 pandemic, labour shortages and financial constraints, as recognized under Order No. 14/2020 dated 18-05-2020 and Order No. 21/2021 dated 06-08-2021. It was further submitted that extension of the project was granted till 30-12-2023 and thereafter extended till 30-12-2024 by Order dated 07-11-2023 passed in Regulatory Case No. 84/2023. The respondent submitted that due to financial difficulties during and after the pandemic period, SWAMIH funding commenced from April - 2023, after which construction progressed and the project was completed. The respondent further submitted that the Occupancy Certificate for Tower 10 was obtained on 16-12-2024 and possession was offered on 17-12-2024 subject to payment of the balance amount of Rs. 5,04,614/- towards each flat. However, the complainants accepted possession only on 02-10-2025 and thereafter filed the present complaint on 21-11-2025. Hence, according to the respondent, no claim under Section 18 survives and the complaint is liable to be dismissed. The respondent further relied upon earlier orders passed by MahaRERA wherein complaints filed after possession were held to be not maintainable.

The respondent also submitted that the present complaint combines claims relating to two separate flats giving rise to distinct causes of action and therefore separate complaints ought to have been filed. Accordingly, dismissal of the complaint was sought.

7. The complainants uploaded their rejoinder on 07-03-2026 on record of MahaRERA denying the averments made by the respondent. The complainants submitted that the complaint was duly filed through the MahaRERA online portal in compliance with the prescribed procedure and that the respondent, having appeared, cannot raise vague technical objections. The complainants further submitted that this Authority has jurisdiction under Sections 11, 18 and 31 of the RERA and that the cause of action arose due to failure to hand over possession by 30-12-2022 and non-payment of delay compensation. It was further submitted that the respondent's reliance on force majeure is misconceived as no project-specific delay or causal link has been established and that general extensions or financial constraints do not constitute force majeure under the Act. The complainants relied upon the judgments in M/s. Newtech Promoters and Developers vs. State of Uttar Pradesh and Neha and Nitin Walavalkar vs. Supreme Construction and Developers to contend that statutory rights under Section 18 cannot be defeated by contractual clauses. The complainants further submitted that delay is admitted since the OC was obtained only on 16-12-2024 and therefore they are entitled to interest for delayed possession from 30-12-2022 till 02-10-2025, notwithstanding subsequent acceptance of possession. They further replied to the contentions raised by the respondent in a para-wise manner.

8. The respondent uploaded its sur-rejoinder on 07-03-2026 on record of MahaRERA and submitted that the project was completed within the extended timeline and the Occupancy Certificate was obtained on 16-12-2024 prior to the extended completion date of 30-12-2024. The respondent further submitted that possession was duly offered upon receipt of the OC and that the complainants were contractually bound to take possession upon payment of balance dues, which they delayed. It was further submitted that the complaint is not maintainable since it was filed after receipt of the OC, offer of possession and actual possession and therefore no cause of action survives under Section 18 of the Act. The respondent denied liability for delay by relying upon force majeure circumstances and

earlier decisions of MahaRERA wherein similar complaints filed post-possession were dismissed. Accordingly, the respondent prayed for dismissal of the complaint.

9. The complainants have uploaded their written submissions on 11-03-2026 on record of MahaRERA. The complainants submitted that they had complied with all payment obligations whereas the respondent failed to hand over possession by the agreed date of 30-12-2022. It was further submitted that although the Occupancy Certificate was obtained on 16-12-2024 and possession was thereafter offered, the flats were incomplete and not in a habitable condition and therefore did not constitute lawful possession. The complainants submitted that they continuously raised deficiencies through email correspondence from 06-01-2025 onwards, however, the respondent failed to rectify the same. According to the complainants, the delay in handing over complete and actual possession continued till 02-10-2025. Hence, it was submitted that mere offer of possession cannot defeat their statutory rights and that the respondent remains liable to pay delay compensation/interest for the entire delayed period under the provisions of RERA. The complainants relied upon the judgment of the Hon'ble Supreme Court in Wg. Cdr. Arifur Rahman Khan and Aleya Suhana & Ors. vs. DLF Southern Homes Pvt. Ltd. & Ors., reported in (2020) 16 SCC 512, to contend that acceptance of possession does not amount to waiver of the right to claim compensation or interest for delayed possession. The complainants further submitted that the respondent has violated Sections 11(4)(a), 18(1)(a) and 19(4) of the RERA.

10. The MahaRERA has examined the rival submissions made by both the parties and also perused the available record. The complainants who are the allottees of the said project by filing this complaint under section 31 of the RERA, have approached the MahaRERA mainly seeking reliefs under Section 18 of the RERA, towards interest and compensation, on account of delay in handing over possession of the said flat on the agreed date of possession mentioned in the agreement for sale dated 20-10-2022. The complainants have mainly contended that the respondent has failed to hand over possession of the said flat to them the agreed date of possession i.e., on 30-12-2022 mentioned in the said agreement for sale.

11. They further contended that the respondent, despite receipt of the OC for the said project

on 16-12-2024, the said project/building remained incomplete in several respects and lawful possession was not handed over to them. Further, they were permitted to commence interior work on 31-03-2025, however, the same did not amount to lawful possession under the provisions of the RERA. However, after much follow-up, possession of the said flats was handed over to them only on 02-10-2025. Hence, being aggrieved by the conduct of the respondent, they have filed this complaint seeking interest on account of the said delay from 31-12-2022 till the date of possession of the said flat handed over to them under Section 18 of the RERA.

12. The respondent, on the other hand has refuted the aforesaid claims of the complainants mainly contending that the project timeline had already been extended by MahaRERA till 30-12-2024 on account of force majeure circumstances including the Covid-19 pandemic, labour shortages and financial difficulties etc. Despite such constraints, it has completed the said project and obtained OC for the said project on 16-12-2024, which is within the extended timeline and possession of the said flat was offered to the complainants on 17-12-2024 subject to payment of outstanding dues. However, the complainants themselves delayed acceptance of possession till 02-10-2025 and thereafter filed the present complaint. Hence, it has claimed that no cause of action survives under Section 18 of the RERA. The respondent further raised the issue of maintainability of this complaint on the ground that the complainants have filed one single complaint for two separate flats. On these grounds, the respondent-promoter has prayed for dismissal of the present complaint.

13. Be that as it may, in the present case, on bare perusal of the aforesaid submissions made by both the parties and also after perusing the available record, the following observations are noteworthy:

A) Admittedly, there is a registered agreement for sale signed with the complainants on 20-01-2022. Admittedly, as per the said agreement for sale , the respondent was liable to handover possession of the said flat to the complainants on or before 30-12-2022. Admittedly, on the said agreed date, the possession was not handed over to the complainants.

B) Subsequently, the respondent completed its statutory obligations and

completed the said project by obtaining the OC for the said flat booked by the complainants on 16-12-2024. After obtaining the said OC for the said flat, the respondent–promoter offered possession to the complainants on 17-12-2024. Accordingly, the complainants have obtained possession of the said flat on 2-10-2025. However, after obtaining possession of the said flat, the complainants have filed the present complaint on 21-11-2025, seeking reliefs under Section 18 of RERA, namely interest and compensation on account of the alleged delayed period of possession.

C) It shows that on the date of filing of this complaint , admittedly, the complainants' flat was complete with occupancy certificate dated 16-12-2024 and the possession of the said flat was also been offered to the complainants and accordingly , they had already obtained possession of the said flat. The complainants have filed this complaint, seeking reliefs towards interest and compensation for the delayed possession of the said flat only after the completion of the project, after offer of possession and also after obtaining the possession of the said flat.

D) In this regard, the MahaRERA is of the view that to ascertain violation of section 18 of the RERA, there are mainly two criteria which are necessary to be examined viz. i) whether the promoter has failed to complete the said project or unable to give possession of the flat in accordance with the terms and conditions of the agreement for sale and ii) by the date specified in the said agreement. Hence, the cause of action as enumerated under section 18 of the RERA was not surviving on the date of filing of this complaint. Hence, the MahaRERA is not inclined to consider the claim of the complainants for interest and compensation for violation of section 18 of the RERA. If the complainants would have approached the MahaRERA seeking relief under section 18 of the RERA, when the cause of action was surviving for them in that event, the said claim of the complainants for interest could have been considered by the MahaRERA on merits. Hence, the contentions of the complainants that the acceptance of possession does not waive the right to claim compensation under Section 18 of the RERA, which is a statutory remedy and that the respondent cannot avoid liability

by raising such preliminary objections.

E) Moreso, it is pertinent to note that the claim of interest for delay or compensation for delay in possession under section 18 of the RERA only triggers when the promoter fails to complete the project or is unable to give possession as per the date specified in the agreement for sale. However, in this case, the complaint was filed after the receipt of OC for the said flat and also after obtaining possession of the said flat to the complainants. Thus, section 18 of the RERA is not left open to claim violation at any later point of time during the lifetime of the said project. The very essence of the said provisions of section 18 of the RERA is that the violation is evident on the date of filing of the complaint and not something that comes to notice at an unforeseeable date in the future.

F) However, having chosen not to take any action against the promoter, till the date of OC and offer of possession of the said flat to them, the complainants now cannot at the time of their own convenience, claim interest for delay. Such a practice of raising claims at any point in the future if allowed would create chaos in the real estate sector and no project would reach a financial closure. Hence, the MahaRERA prima facie feels that the complaint is not maintainable to seek reliefs under section 18 of the RERA and the same is an afterthought.

G) In this regard, the MahaRERA is also of the view that , as consistently held by MahaRERA, once possession is offered with a valid OC, any complaint filed thereafter seeking interest for delay ceases to be maintainable, because the promoter's obligation under Section 18(1)(a) of the RERA stands discharged by issuance of OC and offer of possession. The complainants' remedy, if any, lies only in accepting possession and thereafter raising any grievance regarding defects or deficiencies, but not in seeking interest for delay after the promoter has complied with the primary obligation of offering/handing over of possession.

H) Furthermore, it is pertinent to note that there are a number of orders passed by the Hon'ble Appellate Tribunal whereby the claim under section 18 of the RERA raised by the allottees has been entertained even after OC is

obtained for the project. Such orders have been passed in the following matters viz:-

i)Order dated 13-1-2021 passed in Appeal No. AT006000000021407 (Suryakant Jadhav and Anr vs Bellissimo Hi-Rise Builders Pvt. Ltd and Ors),

ii) Order dated 5-05-2021 passed in Appeal No. AT006000000010452 (Rekha Sinha vs L & T).

iii) Order dated 6-02-2023 passed in Appeal No. ATO06000000053302 (Neera Gupta vs L &T).

I) However, it seems that the aforesaid judgements /orders passed by the Hon'ble Appellate Tribunal have been stayed by the Hon'ble Bombay High Court in Second Appeals filed in the same. The said details are as under: -

i) Order dated 23-11-2021 passed in Second Appeal No. 298 of 2021 (M/s. Macrotech Developers Ltd vs Mr. Suryakant Jadhav and Ors).

ii) Order dated 08-07-2021 passed in Second Appeal (St) No. 12744 of 2021 (L& T Ltd vs Rekha Sinha). In the said appeal the Hon'ble Bombay High Court has admitted the said second appeal and framed the issue that "Whether MahaRERA/ Appellate Tribunal retains jurisdiction under section 31 of the RERA in particular to enforce section 18 of the RERA in respect of a building after construction has been completed and OC received?.

iii) Order dated 15-01-2024 passed in Second Appeal (St) No. 29 of 2024 (L & T Ltd vs Neera Gupta). In the said matter also the same direction has been issued by the Hon'ble High Court as per sr. no. (ii) above.

J) In addition to this, in the recent judgment dated 18-07-2025 passed by the Hon'ble Bombay High Court in Second Appeal No. 391 of 2025 (Linker matter), the Hon'ble Court examined whether an allottee can seek refund under Section 18 of RERA after the promoter has obtained OC and offered possession. The Hon'ble Court held that though the right to withdraw under Section 18(1) is unqualified in cases of failure to deliver possession,

such right cannot be exercised indefinitely once possession is offered with a valid OC. Interpreting Sections 18 and 19 harmoniously, the Hon'ble Court observed that upon offer of possession with OC, Section 19(10) becomes operative and the allottee is bound to take possession within two months. Accordingly, the decision to withdraw must be exercised within a reasonable period of two months from the date of offer of possession with OC. The Hon'ble Court further clarified that allegations of defective title fall under Section 18(2) and do not justify postponing the decision to accept possession. Consequently, the promoter's liability to refund with interest was restricted up to two months from the date of offer of possession with OC. Hence, in the present case, MahaRERA would be justified in rejecting the claim for interest post OC where the allottee has not opted to withdraw from the project within the stipulated time and has proceeded to accept possession. Hence, the judgments relied upon by the complainants in support of their claims cannot be applied to the facts and circumstances of the present case. Moreso, each case is decided on its own merits and therefore the said judgments cannot be made applicable to the present matter.

14. In view of these observations, the MahaRERA is not inclined to accept the claim of the complainants that they are entitled to seek interest even after the OC for the said project is obtained and also after obtaining possession of the said flat.

15. With these observations and directions, the present complaint stands disposed of.

MAHESH DINKAR PATHAK
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(Mahesh Pathak)

Member – 1/MahaRERA