

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

Complaint No. CC004000000020124

Mrs. Sangeeta Sinha

.... Complainant

Versus

Mr. Shishir Shankar Rao Diote

..... Respondent

Project Registration No. **P50500001307**

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

The complainant appeared in person.

Adv. R. T. Diwate a/w Adv. Mohsin Khan appeared for the respondent.

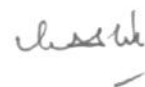
ORDER

(2nd January, 2020)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to pay interest for the delayed possession under Section-18 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat in the respondent's project known as "**Rachna Sahira Wing A**" situated at Nagpur.
2. This complaint was heard finally on 29/11/2019, when both the parties appeared and made their submissions. After hearing the arguments of both the parties, the respondent was directed to file written submissions. Accordingly, the respondent has filed his submission on record of MahaRERA.
3. It is the case of the complainant that, she has booked the flat for a total consideration amount of Rs. 40,00,000/- in the year 2016. The registered agreement for sale was executed on 20/01/2017. According to the said agreement, the respondent was liable to handover the possession of the said flat within a period of 24 months i.e. on or before 20/01/2019. The respondent delayed the possession of the flat for 8 months and actual possession was given in September, 2019. The complainant also alleged that, the respondent has demanded cash payment towards the consideration amount and the same is not paid. The complainant, therefore, sought interest for the delayed possession from January, 2019 till the actual date of possession.

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4. On the other hand, the respondent resisted the claim of the complainant and stated that, the complainant has filed the complaint after taking possession of the flat on 04/04/2019. As per the clause No. 4 of the said agreement for sale, the respondent was liable to handover the possession of the said flat if the allottees have paid the entire consideration amount. Also the complainant has not paid timely payment.
5. The respondent further stated that, he has obtained the occupancy certificate for the said project on 13/12/2018 and the same is uploaded on MahaRERA website. Though the occupancy certificate was obtained in the year 2018, possession was not given to the complainant since there was outstanding dues which was not paid by the complainant. The complainant paid the amount of Rs. 3,86,300/- towards the last instalment, hence the possession was given in September, 2019. The respondent, therefore, stated that, there is no default on his side as within the stipulated period of 24 months from the date of agreement as agreed they have completed the construction and obtained the occupancy certificate from the concerned competent authority.
6. The MahaRERA has examined the arguments advanced by both the parties as well as the records. In the present case, the complainant is seeking interest for the delayed possession under Section-18 of the RERA. Admittedly, there was an agreement for sale executed between the parties wherein the date of possession is mentioned as 24 months from the date of agreement which comes to 20/01/2019. From the information uploaded on MahaRERA website by the respondent, it appears that, the project is completed and the occupancy certificate for the said project has been obtained on 13/12/2018. Accordingly, the respondent have uploaded Form-4 dated 26/12/2018 on MahaRERA website, it shows that, before the agreed date of possession occupancy certificate was obtained. Hence, the claim of the complainant under Section-18 cannot be considered. Further, the payment was due from the complainant and hence the possession has been not handed over to the complainant till September 2019. Therefore, the complainant cannot blame



the respondent for her own act of omission. Further, no documentary proof has been submitted by the complainant showing that, the respondent has demanded cash amount on record of MahaRERA. Hence, the submissions regarding the demand of cash payment cannot be considered.

7. In view of the above, MahaRERA does not find any merit in the present complaint. Hence, the complaint stands dismissed.



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

