

**BEFORE MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL
MUMBAI**

**MISC. APPLICATION NO. 150 OF 2022
{Urgent Disposal}
IN
APPEAL NO. AT006000000053079 OF 2021 (Main)
IN
COMPLAINT NO. CC006000000022900**

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**
Address of Service of Notices: Wadia)
Ghandy & Co, 123, 2nd Floor, N M Wadia)
Building, M G Road, Kalaghoda, Mumbai)
400 001.)

-Versus-

Ramesh Shivsaran Singh)
A-505, Harsh Niketan, Sant Mirabai)
Road, Behind Sejal Park, Ghartanpada -)
2, Dahisar East, Mumbai - 400068.) **... Respondent**

**With
APPEAL NO. AT006000000052857 OF 2021
IN
COMPLAINT NO. CC0060000000192606**

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

S. J. J. J.

Address of Service of Notices: Wadia)
Ghandy & Co, 123, 2nd Floor, N M Wadia)
Building, M G Road, Kalaghoda, Mumbai)
400 001.)

-Versus-

1. **Dinesh Narayan Daphale**)
A-704, Gokul Nagari-2(A&B) CHSL,)
Thakur Village, Kandivali East,)
Mumbai – 400101.)
2. **Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.)

... Respondents

With

APPEAL NO. AT006000000052874 OF 2021
IN
COMPLAINT NO. CC0060000000192539

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.)

... Appellant

Address of Service of Notices: Wadia)
Ghandy & Co, 123, 2nd Floor, N M Wadia)
Building, M G Road, Kalaghoda, Mumbai)
400 001.)

-Versus-

1. **Narendra Kumar Daga**)
301, Aum shree Amarnath,)

Syed

- Derasar Lane, HaridasNagr,)
Kalpana Chawla Chowk,)
Borivali (W), Mumbai - 400091.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT00600000052876 OF 2021
IN
COMPLAINT NO. CC006000000192607

- CCI Projects Private Limited**)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**
- Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Neha Prasad Padwal**)
Flat No. 702, B Wing, N L Aaryavarta)
Off Link Road, Near N L Complex,)
Dahisar, Mumbai - 400068.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

Sgatar

With
APPEAL NO. AT006000000052879 OF 2021
IN
COMPLAINT NO. CC006000000192542

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Pushkaraj Prakash Guhagarkar**)
3/108, Om Shive Shakti CHS)
Opp. Triveni Nagar, Kurar Village,)
Malad (E), Mumbai - 400097.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT006000000052881 OF 2021
IN
COMPLAINT NO. CC006000000192535

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)

Geeta

Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

1. **Sandeep Jain**)
1/B, 803, NG Suncity, Phase-2, Thakur)
Village, Kandivali (E),)
Mumbai – 400101.)
2. **Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT006000000052886 OF 2021
IN
COMPLAINT NO. CC006000000192536

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

Aggtr

-Versus-

- 1. Vijaya N. Bhartia**)
Bhartia Chambers, Old Cloth Market,)
Akola - 444001.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT006000000052982 OF 2021
IN
COMPLAINT NO. CC006000000193815

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

Mr. Yogesh G. Kulkarni)
Flat No. 001, A-7, Vaibhav Apartments,)
C. S. Road, Anand Nagar,)
Near Ashirwad Hospital,)
Dahisar (East), Mumbai – 400068.) **... Respondent**

With
APPEAL NO. AT006000000053090 OF 2021
IN
COMPLAINT NO. CC006000000193693

Gagtop

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

1. Sandhya Behera)
2. Ratnakar Behera)
Flat No. 9E / Wing A, Whitespring,)
Rivali Park, CCI Compound, Opp.)
Kanakia Samarpan,)
Borivali East, Mumbai – 400066.) **... Respondents**

With
APPEAL NO. AT00600000053104 OF 2021
IN
COMPLAINT NO. CC006000000192541

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

Syed

-Versus-

1. **Prasannakumari Menon**)
A/303, Krishna Palace CHS LTD.,)
Thakur Complex, Kandivali East,)
Mumbai - 400101.)
2. **Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) ... Respondents

With
APPEAL NO. AT006000000053113 OF 2021
IN
COMPLAINT NO. CC006000000068148

- CCI Projects Private Limited**)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) ... Appellant
- Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

1. **Mr. Adesh Gupta**)
C-103, Nalanda CHS Jayraj Nagar,)
Borivali West, Mumbai – 400091.)
2. **Ms. Shikha Jain**)
C-103, Nalanda CHS Jayraj Nagar,)

Sgupta

Borivali West, Mumbai – 400091.) ... Respondents

**With
M.A No. 382/23
(Dismissal of Appeal)
IN
APPEAL NO. AT006000000053125 OF 2021
IN
COMPLAINT NO. CC006000000110671**

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) ... Appellant

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

Anjum Altaf Qazi)
B-205, RNA Regency Park, M.G. Road,)
Kandivali (West), Mumbai - 400067.) ... Respondent

**With
APPEAL NO. AT006000000053127 OF 2021
IN
COMPLAINT NO. CC006000000192583**

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) ... Appellant

Sg

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

1. **Nikhil Ashar**)
A/401, Jhelum, Evershine Estate 100 Ft)
road, opp green house hotel,)
Vasai Road (W) Thane - 401202.)
2. **Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) ... Respondents

With

APPEAL NO. AT006000000053128 OF 2021

IN

COMPLAINT NO. CC0060000000192660

- CCI Projects Private Limited**)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) ... Appellant

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

1. **Mr. Prakash Yallapa Patil**)
Flat No. 1104, "B" Wing, Tilak Bhavana)

Geeta

- CHS, Bldg No. 92, Tilak Nagar,)
Chembur, Mumbai - 400089.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT006000000053134 OF 2021
IN
COMPLAINT NO. CC006000000192591

- CCI Projects Private Limited**)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Mr. Paresh Nagesh Kadam**)
E-302, Pruthvi Enclave Siddharth Nagar,)
Opp. Bhor Industries, Borivali East,)
Mumbai – 400066.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

gupta

With

APPEAL NO. AT006000000053138 OF 2021
IN
COMPLAINT NO. CC006000000192592

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Mr. Hemant Atmaram Nawale**)
Flat No. 10, Room No. B-6 Kalpataru)
Society, Gorai - 1, Borivali West,)
Mumbai - 400091.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT006000000053141 OF 2021
IN
COMPLAINT NO. CC006000000192559

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Ggtop

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Archana Pradeep Jain**)
13/265, Jeevandhara Society, 7th Floor,)
Opp. Suvidhyaschool, Tata Power House,)
Borivali East, Mumbai - 400066.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT006000000053142 OF 2021
IN
COMPLAINT NO. CC0060000000192566

- CCI Projects Private Limited**)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Asha Vijay Oza**)

Sgptop

- A - 4/203, Yogi Palace, Yogi Nagar,)
Borivali West, Mumbai - 400091.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT006000000053147 OF 2021
IN
COMPLAINT NO. CC006000000192557

- CCI Projects Private Limited**)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Jagadeesh Vittal Devadiga**)
J.V. Devadiga & Co. CA's, 150, Golden)
Park, 1st Floor, Nr. Parvati Cinema,)
Vasai Road (W), Palghar - 401202.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

Spentop

With
APPEAL NO. AT006000000053148 OF 2021
IN
COMPLAINT NO. CC006000000194066

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Dipankar Sanyal**)
463/ Clover Water Garden,)
69, Kalyani Nagar, Pune,)
Pune - 411006.)
- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT006000000053150 OF 2021
IN
COMPLAINT NO. CC006000000194068

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)

Geetop

Mumbai - 400066.

)

... Appellant

Address of Service of Notices: Wadia

Ghandy & Co, 123, 2nd Floor, N M Wadia

Building, M G Road, Kalaghoda, Mumbai

400 001.

-Versus-

1. Parag Narayanbhai Bhavsar

)

503 – Lekha Co-Op Housing Society,

)

Opp. Bombay Mercantile Bank, Next to

)

FIDAI Baug, V. P. Road, Andheri - West,

)

Mumbai - 400058.

)

2. Cable Corporation of India Limited

)

Office at 4th Floor, Laxmi Building, 6,

)

Shoorji Vallabhdas Marg, Ballard Estate,

)

Mumbai - 400001.

)

... Respondents

With

APPEAL NO. AT006000000053153 OF 2021

IN

COMPLAINT NO. CC006000000192553

CCI Projects Private Limited

)

Office at Rivali Park, CCI Compound,

)

Express Highway, Borivali East,

)

Mumbai - 400066.

)

Address of Service of Notices: Wadia

)

Ghandy & Co, 123, 2nd Floor, N M Wadia

)

Building, M G Road, Kalaghoda, Mumbai

)

... Appellant

400 001.

-Versus-

Geetap

1. **Shakuntala Dinesh Kumar Jain**)
Vikas Jewellers, Opp. Sai Baba Temple)
Main Road, Devipada, Borivali East,)
Mumbai - 400066.)
2. **Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) ... Respondents

With
APPEAL NO. AT00600000053184 OF 2021
IN
COMPLAINT NO. CC006000000192610

- CCI Projects Private Limited**)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) ... Appellant
- Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

1. **Vaibhav A. Adyalkar**)
B-702, Aaryvarta, Near N L Complex,)
Off Link Road, Dahisar,)
Mumbai - 400068.)
2. **Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)

S. J. G. to P.

Mumbai - 400001.

) ... Respondents

With
APPEAL NO. AT006000000053376 OF 2021
IN
COMPLAINT NO. CC006000000161358

CCI Projects Private Limited

)

Office at Rivali Park, CCI Compound,

)

Express Highway, Borivali East,

)

Mumbai - 400066.

)

... Appellant

Address of Service of Notices: Wadia

Ghandy & Co, 123, 2nd Floor, N M Wadia

Building, M G Road, Kalaghoda, Mumbai

400 001.

-Versus-

1. Kapil Sharma

)

Flat No. 2001, 20th Floor, Prathamesh

)

Tower New MHB Colony, New Link Road,

)

Borivali (W), Mumbai - 4000091.

)

2. Cable Corporation of India Limited

)

Office at 4th Floor, Laxmi Building, 6,

)

Shoorji Vallabhdas Marg, Ballard Estate,

)

Mumbai - 400001.

)

... Respondents

With
M.A. No. 154/25 (withdrawal of Amt)
M.A. No. 381/23 (Dismissal of Appeal)
APPEAL NO. AT006000000052873/2021
IN
COMPLAINT NO. CC006000000193990

CCI Projects Private Limited

)

Office at Rivali Park, CCI Compound,

)

Sgt

Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

1. **Paresh Jagubhai Bhavsar**)
2. **Jagruti Jagubhai Bhavsar**
402, F Wing, Kamgar Panchganga Chs.,)
Daftary Road, Pushpa Park,)
Malad East, Mumbai – 400097.)
3. **Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT00600000052644 OF 2021
IN
COMPLAINT NO. CC006000000171805

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.)
Address of Service of Notices: Wadia) **... Appellant**
Ghandy & Co, 123, 2nd Floor, N M Wadia)
Building, M G Road, Kalaghoda, Mumbai)
400 001.)

Spent

-Versus-

1. **Mohan Vaidyanathan**)
A-203, Wilmer Apartment, Dattani Park,)
Thakur Village, Kandivali (East),)
Mumbai - 400101.)
2. **Vasantha Vaidyanathan**)
A-203, Wilmer Apartment, Dattani Park,)
Thakur Village, Kandivali (East),)
Mumbai - 400101.) ... Respondents

With

**APPEAL NO. AT00600000052851 OF 2021
IN
COMPLAINT NO. CC006000000192537**

- CCI Projects Private Limited**)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) ... Appellant
- Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

1. **Anil Kumar Gupta**)
Flat 203, Tower 1/A, Dheeraj Enclave,)
Borivali (E), Mumbai - 400066.)
2. **Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)

Geeta

Mumbai - 400001.

) ... Respondents

With
APPEAL NO. AT006000000052872 OF 2021
IN
COMPLAINT NO. CC006000000192534

CCI Projects Private Limited

)

Office at Rivali Park, CCI Compound,

)

Express Highway, Borivali East,

)

Mumbai - 400066.

)

... Appellant

Address of Service of Notices: Wadia

Ghandy & Co, 123, 2nd Floor, N M Wadia

Building, M G Road, Kalaghoda, Mumbai

400 001.

-Versus-

1. Nawin Narayan Khaware

)

Flat No. B/603, Ekta Meadows, Siddharth

)

Nagar Extension, Khatau Mill Compound,

)

Borivali (E), Mumbai - 400066.

)

2. Cable Corporation of India Limited

)

Office at 4th Floor, Laxmi Building, 6,

)

Shoorji Vallabhdas Marg, Ballard Estate,

)

Mumbai - 400001.

)

... Respondents

With
APPEAL NO. AT006000000052877 OF 2021
IN
COMPLAINT NO. CC006000000182062

CCI Projects Private Limited

)

Office at Rivali Park, CCI Compound,

)

Express Highway, Borivali East,

)

Spagtop

Mumbai - 400066.

)

... Appellant

Address of Service of Notices: Wadia

Ghandy & Co, 123, 2nd Floor, N M Wadia

Building, M G Road, Kalaghoda, Mumbai

400 001.

-Versus-

1. Prabhash Kumar Sinha

)

A-202, Bhoomi Hills, Thakur Village,

)

Kandivali (E), Mumbai - 400101.

)

2. Cable Corporation of India Limited

)

Office at 4th Floor, Laxmi Building, 6,

)

Shoorji Vallabhdas Marg, Ballard Estate,

)

Mumbai - 400001.

)

... Respondents

With

APPEAL NO. AT006000000052878 OF 2021

IN

COMPLAINT NO. CC006000000193659

CCI Projects Private Limited

)

Office at Rivali Park, CCI Compound,

)

Express Highway, Borivali East,

)

Mumbai - 400066.

)

... Appellant

Address of Service of Notices: Wadia

Ghandy & Co, 123, 2nd Floor, N M Wadia

Building, M G Road, Kalaghoda, Mumbai

400 001.

-Versus-

1. Purnima H. Bhat

)

A/101, Vasant Sarita, Thakur Complex,

)

Geeta

- Kandivali (E), Mumbai - 400101.)
2. Cable Corporation of India Limited)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) ... Respondents

With
M.A. No. 140/22 (Urgent Disposal)
APPEAL NO. AT006000000053087 OF 2021
IN
COMPLAINT NO. CC006000000079357

- CCI Projects Private Limited**)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) ... Appellant

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1 Rachana Natani**)
B-64, Priti Vihar, Shreeji Park,)
Thakur Complex, Kandivali East,)
Mumbai - 400101.)
2. Satya Prakash Natani)
B-64, Priti Vihar, Shreeji Park,)
Thakur Complex, Kandivali East,)
Mumbai - 400101.) ... Respondents

Gestp

With
M.A. No. 105/22 (Urgent Disposal)

APPEAL NO. AT006000000053089 OF 2021
IN
COMPLAINT NO. CC006000000079308

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

Satya Prakash Natani)
B- 64, Priti Vihar, ShreejiPark,)
Thakur Complex, Kandivali East,)
Mumbai - 400101.) **... Respondent**

With
APPEAL NO. AT006000000053091 OF 2021
IN
COMPLAINT NO. CC006000000171830

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

Sg. top

1. **Ravindra Shankar Sawant**)
2. **Rohini Ravindra Sawant**
602/603, Eugenie CHS Ltd.,)
Holy Cross Road, I.C. Colony,)
Borivali (West), Mumbai – 400103.) ... Respondents

With
APPEAL NO. AT00600000053098 OF 2021
IN
COMPLAINT NO. CC006000000171834

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.)
Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001. ... Appellant

-Versus-

1. **Ravindra Shankar Sawant**)
2. **Rohini Ravindra Sawant**
602/603, Eugenie CHS Ltd.,)
Holy Cross Road, I.C. Colony,)
Borivali (West), Mumbai – 400103.) ... Respondents

With
APPEAL NO. AT00600000053135 OF 2021
IN
COMPLAINT NO. CC006000000192587

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)

Sg. top

Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Mrs. Sandhya Moreshwar Jhungare**)
B-202, Krishna Palace, Thakur Complex,)
Kandivali East, Mumbai - 400101.)
2. Cable Corporation of India Limited)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
APPEAL NO. AT006000000053145 OF 2021
IN
COMPLAINT NO.CC0060000000192567

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Dharmesh Hasmukhlal Mistry**)

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13-14 A, Paras Apartments, Chheda)
Complex, Malvani No. 5, Malad West,)
Mumbai - 400095.)

- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.)

... Respondents

With
APPEAL NO. AT006000000053151 OF 2021
In
COMPLAINT NO. CC006000000192554

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.)

... Appellant

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Paras Bhupendra Patel**)
Room No. 52, 3rd Floor, 31 Vasant Vilas,)
Dr. D.D. Sathe Marg, Prathana Samaj,)
Mumbai - 400004.)

- 2. Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.)

... Respondents

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With
APPEAL NO. AT006000000053161 OF 2021
IN
COMPLAINT NO. CC006000000181958

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

Ramsevak Sonwanshi)
A-1604, Samarpan, Near Magathane,)
Telephone Exchange, Off W E Highway,)
Borivali East, Mumbai - 400066.) **... Respondent**

With
APPEAL NO. AT006000000053377 OF 2021
IN
COMPLAINT NO. CC006000000182025

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**

Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

S. J. G. P.

-Versus-

- 1. Malati Eknath Kelkar**)
A 501, Divya Deepa CHS Ltd)
Ram Mandir Road, Vazira Naka,)
Borivali (W), Mumbai - 400092.)
2. Cable Corporation of India Limited)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

With
M.A. No. 547/25 (Prod. of Docs.)
IN
APPEAL NO. AT006000000053179 OF 2021
IN
COMPLAINT NO. CC006000000100485

CCI Projects Private Limited)
Office at Rivali Park, CCI Compound,)
Express Highway, Borivali East,)
Mumbai - 400066.) **... Appellant**
Address of Service of Notices: Wadia
Ghandy & Co, 123, 2nd Floor, N M Wadia
Building, M G Road, Kalaghoda, Mumbai
400 001.

-Versus-

- 1. Rajesh Joshi**)
A/701, Gokul Heights, Opp. Cambridge)
School, Thakur Complex,)
Kandivali (East), Mumbai - 400101.)

G. J. Joshi

2. **Surali Joshi**)
A/701, Gokul Heights, Opp. Cambridge)
School, Thakur Complex,)
Kandivali (East), Mumbai - 400101.)
3. **Cable Corporation of India Limited**)
Office at 4th Floor, Laxmi Building, 6,)
Shoorji Vallabhdas Marg, Ballard Estate,)
Mumbai - 400001.) **... Respondents**

Adv. Naushad Engineer a/w Adv. Abir Patel for Appellant/Promoter
Adv. Mangesh Nalawade for Respondent no. 2
Adv. Shubham Jadhav h/f Adv. Avinash Pawar for Respondents/Allottees
Adv. Aman Shukla h/f Adv. Anil D'souza for Respondents/Allottees
Adv. Yash Chheda a/w Adv. Nishant Chothani for Respondents/Allottees
Adv. Aditya Pratap a/w Adv. Ritik Shrivastav for Respondents/Allottees

**CORAM : SHRI SHRIRAM R. JAGTAP, MEMBER (J), &
DR. RAJAGOPAL DEVARA, MEMBER (A)**

DATE : 27th April, 2026

(THROUGH VIDEO CONFERENCE)

COMMON JUDGMENT

[PER : SHRI SHRIRAM R. JAGTAP (J)]

1. Being dissatisfied with the orders dated 13.11.2020, 02.12.2020 and 09.12.2020 and also with the common orders dated 31.07.2020, 04.08.2020, 06.08.2020, 26.08.2020, 21.10.2020, 12.11.2020, 14.11.2020, 17.11.2020 and 18.11.2020 passed by Member-II, MahaRERA (for short "Authority") in the complaints filed by the allottees, the appellant, who is a Promoter, has preferred the captioned appeals and thereby challenged the impugned orders

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on the grounds set out in the appeals.

2. For the sake of convenience parties to the appeals i.e. Appellant will hereinafter be referred to as "Promoter", the Respondent No.1 will hereinafter be referred to as "Allottee/s" and the Respondent No.2 (Cable Corporation of India Pvt. Ltd.) will hereinafter be referred to as "Land Owner".
3. The facts and issues involved in the complaints and appeals are identical. The issues involved in the captioned appeals are common, therefore, the captioned appeals were heard together and by this common judgment all the captioned appeals are being disposed of.
4. The facts gathered from the record broadly revealed that "**Wintergreen**" a project consisting of several buildings is launched by promoter at Borivali, Western Express Highway, Mumbai as a phase of the larger layout known as "Rivali Park". The allottees have booked their respective flats in the project. Pursuant thereto the agreements for sale came to be executed by and between allottees and promoter whereby the promoter had committed to handover the possession of the subject flats to allottees on the specified dates mentioned in the agreements for sale. The allottees have made substantial payments to promoter towards consideration value. The position regarding Flat numbers, agreed date of possession, amount paid towards consideration value and date of last payment are shown in the table below:-

G. J. Joshi

Sr. Nos.	Appeal Nos.	Name of Allottees	Flat Nos./Wing Nos.	Agreed Date of Possession	Amount paid towards Consideration Value (in Rs.)	Last Payment made on
1.	AT006-53079/2021	Ramesh Shivsaran Singh	F-9D	February, 2016	Rs. 1,83,87,385/-	02.06.2016
2.	AT006-52857/2021	Mr. Dinesh Narayan Daphale	32 D Wing D	December 2019	Rs. 1,59,46,674/-	24.08.2018
3.	AT006-552874/2021	Mr. Narendra Kumar Daga	29A wing A	31 st December, 2019	Rs. 1,40,81,543/-	14.08.2019
4.	AT006-52876/2021	Ms. Neha Prasad Padwal	3B/3 Wing B	31 st December, 2019	Rs. 66,12,300/-	28.02.2019
5.	AT006-52879/2021	Mr. Pushkaraj Prakash Guhagarkar	16D wing D	31 st December, 2019	Rs. 1,70,52,770/-	28.03.2017
6.	AT006-52881/2021	Mr. Sandeep Jain	3C wing F	31 st December, 2019	Rs. 1,65,75,000/-	15.03.2019
7.	AT006-52886/2021	Ms. Vijaya N. Bhartia	15/B wing A	31 st December, 2019	Rs. 1,10,33,892/-	30.04.2016
8.	AT006-52982/2021	Yogesh G Kulkarni	13 F Wing A	February, 2016	Rs. 1,21,54,642/-	16.03.2018
9.	AT006-53090/2021	Sandhya and Ratnakar Bahera	3-D	March, 2018	Rs. 1,89,39,099/-	22.09.2016
10.	AT006-53104/2021	Prasannakumari Menon	3 F Wing A	June, 2015	Rs. 1,18,31,540/-	14.03.2018
11.	AT006-53113/2021	Mr. Adesh Gupta Ms. Shikha Jain	2B / 4 E Wing	10 th October, 2017	Rs. 85,50,000/-	15.03.2018
12.	AT006-53125/2021	Anjum Altab Quazi	41-C A wing 4b2 B wing	31 st December, 2019	Rs. 2,16,88,491/- & Rs. 82,85,545/-	12.08.2019 & 19.02.2019
13.	AT006-53127/2021	Nikhil Ashar	6 B/ 4 Wing E	March, 2018	Rs. 86,92,500/-	12.03.2018
14.	AT006-53128/2021	Prakash Yallapa Patil	20 A wing D	December, 2019	Rs. 1,05,76,593/-	10.02.2017

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15.	AT006-53134/2021	Paresh Nagesh Kadam	7 B /1 Wing B	December, 2019	Rs. 84,50,908/-	21.12.2018
16.	AT006-53138/2021	Hemant Atamram Nawale	7B/2 Wing B	December, 2019	Rs. 1,04,36,651/-	24.12.2018
17.	AT006-53141/2021	Archana Pradeep Jain	16 F Wing D	December, 2019	Rs. 1,08,04,694/-	10.02.2017
18.	AT006-53142/2021	Asha Vijay Oza	4 C Wing C	June, 2017	Rs. 1,78,83,437/-	18.03.2018
19.	AT006-53147/2021	Jagadeesh Vittal Devadiga	6 B Wing D	March, 2019	Rs. 1,64,58,025/-	16.01.2019
20.	AT006-53148/2021	Dipankar Sanyal	4 F Wing C	December, 2018	Rs. 1,37,20,383/-	13.03.2018
21.	AT006-53150/2021	Parag Narayanbhai Bhavsar	11 C Wing C	March, 2018	Rs. 1,82,81,490/-	07.03.2018
22.	AT006-53153/2021	Shakuntala Jain	30 E wing A	December, 2019	Rs. 1,30,18,483/-	30.01.2019
23.	AT006-53184/2021	Mr. Vaibhav A Adyalkar	30D Wing D	31 st March, 2019	Rs. 2,69,84,909/-	15.01.2020
24.	AT006-53376/2021	Mr. Kapil Sharma	27D wing D	December, 2018	Rs. 2,26,78,149/-	21.01.2019
25.	AT006-52873/2021	Mr. Paresh Jagubhai Bhavsar	3 B/3 Wing E	December 2019	Rs. 61,46,999/-	Not mentioned
26.	AT006-52644/2021	Mohan Vaidyanathan	A-5C	28.02.2016	Rs. 1,47,32,306/-	12.03.2018
27.	AT006-52851/2021	Mr. Anil Kumar Gupta	3C wing C	30 th June, 2017	Rs. 1,77,96,483/-	18.03.2018
28.	AT006-52872/2021	Mr. Nawin Narayan Khaware	9F wing F	February, 2016	Rs. 1,44,08,889/-	28.10.2016
29.	AT006-52877/2021	Mr. Prabhash Kumar Sinha	22D wing A	February, 2016	Rs. 2,08,59,093/-	05.03.2018

30.	AT006-52878/2021	Ms. Purnima H. Bhat	7D wing A	February, 2016	Rs. 1,48,88,391/-	16.03.2018
31.	AT006-53087/2021	Rachana Natani and Satya Prakash Natani	F-9 B	28.02.2016	Rs. 1,23,63,298/-	06.11.2017
32.	AT006-53089/2021	Satya Prakash Natani	D-6 A	28.02.2016	Rs. 1,23,13,823/-	06.11.2017
33.	AT006-53091/2021	Mr. Ravindra Shankar Sawant and Mrs. Rohini Ravindra Sawant	39 C in A wing	February 2016	Rs. 2,28,63,890/-	27.06.2018
34.	AT006-53098/2021	Mr. Ravindra Shankar Sawant and Mrs. Rohini Ravindra Sawant	39 D in A wing	February 2016	Rs. 2,28,63,890/-	27.06.2018
35.	AT006-53135/2021	Sandhya Moreshwar Junghare	31 C Wing A	February, 2016	Rs. 2,23,56,997/-	29.05.2018
36.	AT006-53145/2021	Dharmesh Hasmukhlal Mistry	3 F Wing F	February, 2016	Rs. 1,42,94,949/-	23.07.2016
37.	AT006-53151/2021	Paras Bhupendra Patel	2 B/3 Wing B	December, 2019	Rs. 62,65,688/-	01.01.2019
38.	AT006-53161/2021	Ramsevak Sonwanshi	A/32 D	28.02.2016	Rs. 2,17,08,978/-	31.03.2018
39.	AT006-53377/2021	Ms. Malati Eknath Kelkar	15F wing A	February, 2016	Rs. 1,19,39,524/-	23.03.2018
40.	AT006-53179/2021	Mr. Rajesh Joshi Surali Joshi	6 Flats i.e. 26A to 26F	February, 2016	Rs. 8,40,12,756/-	Not mentioned

5. The promoter did not adhere to his commitment and thereby failed to handover possession of the flats to allottees on the agreed dates. Therefore, allottees have filed complaints against the promoter and sought relief of interest on their

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investments under Section 18 of RERA Act, 2016 along with ancillary reliefs of society formation etc.

6. The promoter has remonstrated the claim of allottees by filing replies contending therein that as per terms of agreement promoter is entitled to get reasonable extension. The project got delayed because of the reasons which were beyond the control of the promoter. The dates of possession mentioned in the agreements were also subject to timely payment by the allottees and the promoter is entitled to get reasonable extension on account of occurrence of mitigating circumstances as specified in the agreements. Therefore, the period stood reasonably extended by 51 months because of the mitigating circumstances. Since inspection project was encountering hurdles and by emails /letters the allottees were informed about the hurdles that were disrupting the construction schedule of the project. The promoter had categorically informed the allottees about the mitigating events that affected the project and revision in possession timelines. The allottees continued to make payments without any demur nor they protested the revision in possession timeline. Since the project was on going on the date of commencement of RERA Act, 2016, the promoter has registered the project with MahaRERA with timeline of December, 2019 which is subject to the extension. As per the verdict of the Hon'ble Bombay High Court in the Case of **M/s Neelkamal Realtors Pvt. Ltd. vs. Union of India**, the liability of promoter would commence to pay the interest only after crossing

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the date of completion ratified by the RERA Authority. Therefore, complainants are not entitled to get interest on their paid amount for delayed possession under Section 18 of RERA Act, 2016.

7. The promoter has further contended that the project was financially stressed suffering from financial crisis. M/s Indiabulls the financier of the project, encountered a liquidity crisis on account of the downturn in the NBFC sector as a result thereof the M/s Indiabulls finance failed to disburse further loan to the promoter. Since M/s Indiabulls finance failed and backed out from disbursing the balance already sanctioned loan of Rs. 130 crores, the project ran into paucity of funds and work was severally impacted and got stressed. The Government of India announced the Last Mile Funding Scheme for stressed real estate project. The promoter has applied to the concerned Authority for getting the benefit of Last Mile revival scheme. The promoter applied to get the funding to the extent of Rs. 180 Crores which came to be sanctioned as per SBI Cap. If the interest would be paid to allottees of the project for delayed possession out of this fund, it would not be possible for the promoter to complete the project.
8. The promoter has further contended that the allottees have paid the last payment even after passing of the agreed dates of possession and thereby they have acquiesced the delay. The role of Real Estate Regulatory Authority is not just like a Court, but it is a Regulator. Therefore, the Authority was pleased to pass orders in other complaints for preserving the rights of other allottees and

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permitted the promoter to utilize all the funds towards completion of the project so that the project would not be starved of funds.

9. The promoter has further contended that due to surge of Covid-19 Pandemic the Government announced a lockdown from March, 2020, due to which the construction activities have been badly affected. The Authority has recognized the impact of the lockdown on the construction site and extended the completion dates by a minimum of 6 months for the projects whose completion was to expire after 15.03.2020. With these contentions promoter has prayed for dismissal of the complaints.
10. After hearing the parties, learned Authority was pleased to pass impugned orders in the complaints filed by allottees and awarded interest to allottees on account of delayed possession. The impugned orders form the basis of the captioned appeals.
11. We have heard learned Adv. Naushad Engineer and Adv. Abir Patel for Promoter, Adv. Mangesh Nalawade for Respondent No.2 (Cable Corporation of India Pvt. Ltd.), Adv. Avinash Pawar, Adv. Aman Shukla, Adv. Nishant Chotlani a/w Adv. Yash Chheda, Adv. Mahalaxmi Ganpati and Adv. Aditya Pratap a/w Adv. Ritik Srivastav for Allottees. The submissions advanced by the learned advocates appearing for the respective parties are nothing but reiteration of the complaints, affidavit in replies and written submissions.
12. Learned Adv. Naushad Engineer and Adv. Abir Patel have placed their reliance

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on the following citations.

- 1. CCI Projects Pvt Ltd Vs. Vrajendra Jogjivandas Thakkar 2018 SCC OnLine SC 2564.**
- 2. Mahesh Maaganlal Sikotra & Anr. V/s. Propel Developers Pvt. Ltd. Order dated 9th May 2019 in Appeal No.AT006000000010740.**
- 3. Rajasthan State Industrial Development and Investment Corporation and Anr. V/s. Diamond & Gem Development Corporation Limited (2013) 5 SCC 470.**
- 4. Paras Laminates (P) Ltd. V/s. Customs, Excise & Gold (Control) Appellate Tribunal & Anr. 1989 SCC OnLine Del 419.**
- 5. Ashok Kapil V/s. Sana Ullah & Ors. (1966) 6 SCC 342**
- 6. Arosan Enterprises Ltd. V/s. Union of India & Ors. 1999 (9) SCC 449.**
- 7. Hindustan Petroleum Corporation Limited V/s. Batliboi Environmental Engineers Ltd. 2008 (1) Bom CR 89**
- 8. Union of India V/s. N. Murugesan & Ors. Civil Appeal Nos.2491-2492 of 2021 with Civil Appeal Nos.2493-2494 of 2021.**
- 9. State of Kerala and Ors. V/s. M.A. Mathai (2007) 10 SCC 195**
- 10. Pioneer Urban Land and Infrastructure Limited and Ors. V/s. Union of India 2019 (8) SCC 416.**
- 11. Jagmittar Sain Bhagat & Ors. V/s. Director, Health Services, Haryana & Ors. (2013) 10 SCC 136.**
- 12. M/s. Rashmi Realty Builders Pvt Ltd. V/s. Mr. Rahul Rajendrakumar Pagariya & Ors. Order dated 25th October,**

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2024 in Second Appeal No.434 of 2023.

13. Pallab Ghosh v/s. Simplex Infrastructure Limited and Anr. 2024 SCC OnLine Gau 751.

14. Abhay Damodar Kanhere V/s. Morya Infraconstruct Pvt. Ltd. Order dated 16th June 2025 in Arbitration Petition No.148 of 2024.

15. Paranjape Schemes (Construction) Ltd. V/s. Avinash Madhukarrao Yekhande 2016 SCC OnLine Bom 2527.

16. Malleshi V/s. State of Karnataka (2004) 8 SCC 95.

17. Babulal Badriprasad Varma V/s. Surat Municipal Corporation (2008) 12 SCC 401.

13. Advocate for allottees have placed their reliance on following citations.

1. Chandrakant Shankarrao Machale V/s. Parubai Bhairu Mohite (2008) 6 SCC 745.

2. Cadd Systems & Services (P) Ltd. V/s. CCI 2019 SCC OnLine Del 9252

3. S. Saktivel V/s. M. Venugopal Pillai (2000) 7 SCC 104

4. B.K. Srinivasan V/s. State of Karnataka (1987) 1 SCC 658

5. Neelkamal Realtors Suburban (P) Ltd. V/s. Union of India, 2017 SCC OnLine Bom 9302.

6. Newtech Promoters & Developers (P) Ltd. V/s. State of U.P. (2021) 188 SCC 1.

7. Sanvo Resorts Pvt. Ltd. & Ors. V/s. Mrs. Shital Nilesh Deshmukh & Anr. Second Appeal No.512 of 2022 dated 25.08.2023.

8. Rashmi Realty Builders (P) Ltd. V/s. Rahul Rajendrakumar Pagariya, 2024 SCC Online Bom 3871.

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- 9. Judgment dated 10th March 2021 passed by the MahaREAT in Appeal No.AT006000000021150 – SriRam Krishnan and Ors V/s. CCI Projects.**
- 10. Judgment dated 31st January 2023 passed in the MahaREAT in Appeal No.AT006000000052847 Ashley Neil Serrao v/s. Propel Developers Pvt. Ltd.**
- 14. Judgment dated 23rd September 2024 passed by the MahaREAT in Appeal No.AT00600000009307 of 2022 Rajendra Kumar Shah & Anr. V/s. Sunteck Reality Limited.**
- 15. Abhay Damodar Kanhere V/s. Morya Infraconstruct Pvt. Ltd. (Arbitration Petition No.148 of 2024)**
- 16. Central Inland Water Transport Corporation Limited and Another Vs. Brojo Nath Ganguly and Another (1986) 3 SCC.**
- 17. Kalpraj Dharamshi & Anr. V/s. Kotak Investment Advisors Ltd. & Anr. Civil Appeal Nos.2943-2944 of 2020.**
- 18. Manak Lal V/s. Dr. Prem Chand Singhvi Civil Appeal No.246 of 1956**
- 19. Mrs. Jyoti K Naranghas & Anr. V/s. CCI Projects Pvt. Ltd. Appeal No.AT006000000010841**
- 20. Neha Kalgutkar v/s. Wheelabrator Alloy Castings Limited Appeal No.AT006000000010445.**

21. After considering the pleadings of the parties, impugned orders, material on record and submissions advanced by the learned advocates appearing for respective parties, following points arise for our determination and we have recorded our findings thereupon for the reasons to follow.

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Sr. Nos.	POINTS	FINDINGS
1.	Whether the appellant/ promoter has established that the claim of allottees is hit by Section 55 of the Indian Contract Act, 1872?	In the negative
2.	Whether the promoter has established that the Authority has no jurisdiction to entertain and try the complaints filed by allottees as the agreements between the promoter and allottees contain arbitration clause?	In the negative
3.	Whether the promoter has established that some of the allottees by signing the letters of possession or undertaking unconditionally, i.e. sans protest have relinquished their claim in favour of promoter?	In the negative
4.	Whether the impugned orders warrant interference in the captioned appeals?	In the negative
5.	What order?	As per final order

REASONS

Point No.1 : Whether the appellant/ promoter has established that the claim of allottees is hit by Section 55 of the Indian Contract Act, 1872?

22. On ensemble of material on record revealed that by virtue of agreements for sale the promoter had committed to handover the possession of subject flats to allottees on the dates specified in the agreements for sale. However, the promoter did not adhere to his commitment and failed to handover possession of the flats to allottees on the agreed dates, on the contrary the promoter kept on extending the dates of possession from time to time. It is specific contention

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of promoter that possession dates stated in the agreements for sale were subject to reasonable extension on account of mitigating events especially mentioned in agreements for sale. The promoter tried to justify the delay to obviate the liability under Section 18 of RERA Act, 2016 on the grounds (1) delay caused on account of change in development norms (DCRs) causing mandatory change of plans, (2) the defaults by the lender Indiabulls in disbursing monies for construction, (3) scarcity of sand and (4) Covid-19 Pandemic. According to promoter these mitigating circumstances fall within the ambit and scope of terms of agreements for sale which entitled the promoter to extend dates of possession.

23. The next contention of the promoter is that allottees were put to notice about the mitigating events that affected the project and notified about change in possession timelines. By letters the promoter had communicated to the allottees about the revised dates of possession. Accordingly, the allottees were apprised about the extension of agreed dates of possession by promoter. The learned Adv. Naushad Engineer and Adv. Abir Patel have poignantly submitted that the allottees have not disputed the factum of receipt of these letters. The allottees had duty to speak when they were informed about the possession timelines and raised a protest. However, the allottees had remained silent and continued in paying amounts towards consideration value. The allottees, therefore, acquiesced and accepted the revised possession dates without

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protest nor demur, and thereby impliedly consented to each of the revised dates communicated to them. Under Section 55 of the Indian Contract Act, 1872, when there is a date fixed for performance under the contract and the beneficiary of the date so fixed accepts performance on a later date, without giving notice of his intention to claim compensation etc., he is deemed to have given up such a claim. The allottees have unconditionally made payments after being in receipt of aforesaid letters whereby the revised possession dates were intimated to them, and thereby impliedly, agreed to delivery of flats at later stage without reserving their rights to claim interest, therefore, allottees cannot now belatedly make such claim. Their claim is hit by Section 55 of Indian Contract Act, 1872. The allottees did not raise any protest or objections when they were informed about the revised dates of possession. This conduct of the allottees signifies that they have abandoned their right to claim interest under Section 18 of RERA Act, 2016. Moreover, the allottees did not communicate to the promoter about their right to claim interest or reserving their right to claim interest. The conduct of the allottees clearly indicates that they have given up their claim. We do not find merit in the above contentions of the promoter.

24. On scanning the agreements for sale would show that promoter had categorically committed to handover the possession of subject flats to allottees on the dates specified in the agreements. The agreements specifying the dates



of possession are bilateral documents, the terms of which cannot be altered by the letters as sought to be achieved by the promoter. The allottees are not bound to agree the revised dates as offered by the promoter. We are of the view that unilateral revision of possession dates destroys the whole idea of contract and said revised dates in the absence of mutual acceptance by the parties to the agreements has no legal validity for its enforcement. On going through the letters revealed that there is no specific mention in these letters that the promoter, by invoking the clauses of the agreements for sale, is extending dates of possession on account of force majeure events or on account of mitigating circumstances as contemplated under the clauses of agreements for sale. The dates mentioned in the agreements for sale are mutually agreed and the same being sacrosanct for all purposes cannot be unilaterally changed by the promoter by way of letters. The allottees are not under obligation to accept the revised dates of possession. It is worthy to note that nothing is brought to our notice to show that allottees have expressly and consciously consented in writing to stay in the project by accepting the revised dates of possession. In our opinion, mere performance of obligations by allottees as contemplated under the provisions of RERA Act by making payments as demanded would not be construed that allottees have waived their rights to claim compensation as per terms of agreements for sale. The allottees, by making payments as per payment schedule of agreements for

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sale, were discharging their contractual obligations. Agreements for sale stipulate that if the promoter fails to handover possession of subject flats on agreed dates, he is liable to pay interest to allottees. It means the promoter is under obligation to pay interest to allottees on account of delayed possession.

25. The Hon'ble Supreme Court in a case of **M/s Newtech Promoter and Developers Pvt. Ltd. V/s. State of Uttar Pradesh** [2021 SCC Online 1044] dated 11 November, 2021 Civil Appeal Nos. 5745, 6749 and 6750 to 6757 of 2021]- held that in case of failure to give possession by specified date regardless of "unforeseen events" or stay orders of the Court /Tribunal, which is in either way not attributable to the allottee, the promoter is liable to pay interest on the amount paid by allottee. It is desirable to note that perusal of letters would show that promoter unilaterally and without consent of allottees has revised dates of possession from time to time. Merely because allottees did not raise any objection in regard to revised dates of possession and did not give reply to the letters does not mean that allottees have abandoned their claim, resultantly allottees are disentitled from claiming reliefs under Section 18 of RERA Act, 2016 either to withdraw from the project by claiming refund or to continue with the project by claiming interest for the period of delay. Such conduct, therefore, is not hit by Section 55 of Indian Contract Act, 1872 as sought to be agitated by the promoter.

26. Waiver means abandonment of right and it may be expressed or implied from



the conduct, but its basic requirement is that it must be "an intentional act with knowledge". The Hon'ble Supreme Court in the matter of **Kalpraj Dharmashi and Anr. Vs. Kotak Investment Advisors Ltd. and Anr. in Civil Appeal Nos.2943-2944 of 2020** has made observations on the principle of waiver and acquiescence and has observed as under:

"104. For considering, as to whether a party has waived its rights or not, it will be relevant to consider the conduct of a party. For establishing waiver, it will have to be established, that a party expressly or by its conduct acted in a manner, which is inconsistent with the continuance of its rights. However, the mere acts of indulgence will not amount to waiver. A party claiming waiver would also not be entitled to claim the benefit of waiver, unless it has altered its position in reliance on the same."

106. It has been held, that a waiver cannot always and in every case be inferred merely from the failure of the party to take the objection. Waiver can be inferred, only if and after it is shown that the party knew about the relevant facts and was aware of his right to take the objection in question. The waiver or acquiescence, like election, presupposes, that the person to be bound is fully cognizant of his rights, and that being also so, he neglects to enforce them, or chooses one benefit instead of another.

"112. Thus, for constituting acquiescence or waiver it must be



*established that though a party knows the material facts and is conscious of his legal rights in a given matter, but fails to assert its rights at the earliest possible opportunity, it creates an effective bar of waiver against him. Whereas, acquiescence would be a conduct where a party is sitting by, when another is invading his rights. The acquiescence must be such as to lead to the inference of a license sufficient to create a new right in the defendant. Waiver is an intentional relinquishment of a right. It involves conscious abandonment of an existing legal right, advantage, benefit, claim or privilege. It is an agreement not to assert a right. **There can be no waiver unless the person who is said to have waived, is fully informed as to his rights and with full knowledge about the same, he intentionally abandons them,**"*

27. It means there can be no waiver unless the person who is fully informed as to his right and full knowledge about his right, he intentionally abandoned his right. In our opinion, the allottees are neither required nor expected to record that they accepted revised dates of possession without prejudice to their rights to claim interest as the same is expressly and statutorily provided under Section 18 itself. Besides, as indicated above the agreements for sale also stipulate that if promoter fails to handover the possession of the subject flats on agreed dates, he is liable to pay interest to allottees. The allottees have liberty to claim interest even after receipt of intimation from promoter about

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revised dates of possession, unless the same is expressly waived. Right conferred under Section 18 of RERA Act, 2016 to allottee is indefeasible. Such right cannot be defeated even after receipt of information about the revised dates of possession without protest about delay. The Hon'ble Supreme Court in **M/s Newtech Promoter and Developers Pvt. Ltd. V/s. State of Uttar Pradesh** [2021 SCC Online 1044] dated 11 November, 2021 Civil Appeal Nos. 5745, 6749 and 6750 to 6757 of 2021]- has held in para 77 as under:

"77. The further submission made by the learned counsel for the appellants is that return of the amount adversely impacts the promotor and such a question can be looked into by the adjudicating officer in the better prospective.

*The submission has no foundation for the reason that the legislative intention and mandate is clear that **Section 18(1) is an indefeasible right of the allottee to get a return of the amount on demand if the promoter is unable to handover possession in terms of the agreement for sale or failed to complete the project by the date specified and the justification which the promoter wants to tender as his defence as to why the withdrawal of the amount under the scheme of the Act may not be justified appears to be insignificant...."***

28. It is significant to note that according to promoter the project was financially stressed suffering from financial crisis. M/s Indiabulls, the financier of the project

encountered a liquidity crisis on account of the downturn in NBFC sector, in consequences thereof M/s. Indiabulls finance failed to disburse further loans to the promoter. As indicated above even after receipt of letters from promoter about the revised dates of possession the allottees went on paying the amounts as per terms of agreements for sale and the same was utilized by promoter for construction of the project as a result thereof the project did not get starved of funds. Therefore, we are of the view that this conduct of the allottees does not amount to their acquiescence. When the statute imposes strict duty for completing the project as per timelines and speaks about the consequences of delay, consent of allottees for condoning delay must be unequivocal, express and it must be in writing. However, no such evidence is forthcoming. The allottees have not consented to any such extension expressly in writing. The acts of allottees in bona fide making payments towards consideration value even after the promised dates of possession cannot be construed to be an abandonment, waiver or acquiescence of their statutory right to seek interest on delayed possession conferred on the allottees under the proviso to Section 18 (1) (a) of RERA Act, 2016.

29. The promoter has not only violated the provisions of Section 18 of RERA Act, 2016 by not handing over possession of the subject flats to allottees within the agreed timelines as per the agreements, but also breached the terms of agreements. Therefore, we are of the view that promoter cannot take advantage of his own

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deficiencies/non-performances despite being party in breach. It is settled principle of law that a wrong doer ought not to be permitted to make a profit out of his own wrong. It has been held by the Hon'ble Supreme Court in the case of **Kusheshwar Prasad Singh V/s. State of Bihar & Others (Supreme Court Civil Appeal No. 7351/2000** that:

It is sound principle that who prevents a thing from being done shall not avail himself of the non-performance he has occasioned. To put it differently, "a wrong doer ought not be permitted to make a profit out of his own wrong".

It is pertinent to note that even after extending the dates of possession from time to time the project was not completed by the extended dates. Therefore, we are of the view that the promoter being party in breach is precluded from saying that the allottees have waived their rights to claim compensation as per terms of agreements and thus promoter is not entitled to claim the benefit of waiver.

30. There is one more reason as to why we have come to the conclusion that the claim of allottees to seek interest is not barred by Section 55 of the Indian Contract Act, 1872. Section 89 of RERA Act, 2016 provides that the provisions of the Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force. The substantive provisions of Section 18 (1) (a) of RERA Act, 2016 would prevail to provide interest and/or compensation on account of delay, rendering Section 55 of the Indian Contract Act ineffective. Right conferred under Section 18 of RERA Act, 2016 to allottees is

indefeasible. Section 18 of RERA Act itself is a notice to the promoter about the claim of allottees and therefore, merely because allottees have made payments to promoter towards consideration value even after unilateral change of dates of possession by the promoter that does not mean that allottees have waived their right to claim interest. Therefore, we are of the considered view that there is no waiver and allottees are well within their right to claim interest for delay in possession in terms of Section 18 (1) (a) of RERA Act, 2016.

31. The reasons, which entail us to arrive at an unhesitating conclusion that the claim of allottees is not hit by Section 55 of the Indian Contract Act, 1872, can be summarized as under:

- (a) The dates mentioned in the agreements for sale are mutually agreed and the same being sacrosanct for all purposes cannot be unilaterally changed by the promoter without consent of allottees.
- (b) The allottees are not under obligation to accept the revised dates of possession.
- (c) There is nothing on record to show that allottees have expressly and consciously consented in writing to stay in the project by accepting the revised dates of possession.
- (d) The allottees were just performing their obligations as per terms of agreements for sale by making the payments as per payment schedule.
- (e) The agreements for sale stipulate that promoter is liable to pay interest to allottees if the promoter fails to handover the possession of the flats

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to allottees on the agreed dates. It means promoter is under obligation to pay interest to allottees on account of delayed possession.

- (f) Agreement for sale itself is a notice to promoter that allottees are entitled to interest on account of delayed possession.
- (g) The right of allottees to claim interest guaranteed by Section 18 of RERA Act, 2016 is a notice to promoter that the allottees are entitled to claim interest on account of delayed possession.
- (h) The right of allottees to claim interest on account of delayed possession is indefeasible.
- (i) There is nothing on record to show that the allottees have expressly or by conduct waived their rights.
- (j) The promoter is a wrong doer, therefore, promoter is not permitted to make a profit out of his own wrong and thus, he is precluded from saying that allottees have waived their rights to claim compensation i.e. interest and thus promoter is not entitled to claim benefit of waiver.
- (k) Section 89 of RERA Act, 2016 stipulates that the provisions of RERA Act, 2016 shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force. Therefore, substantive provisions of Section 18 would prevail over to Section 55 of the Indian Contract Act, 1872, thus there is no waiver and allottees are well within their right to claim interest.

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32. The promoter claims that 80 to 85% of the work was already completed on the site when M/s. Indiabulls pulled out from the disbursing further funds due to downturn in the NBFC sector. Though there might be intervening force majeure events in the form of DCRs and the project was facing financial crisis for want of finance from M/s. Indiabulls, the promoter was obligated to handover the possession as agreed. Thus, the unilateral extension vide letters cannot foreclose the rights of allottees to seek relief of interest by invoking Section 18 of RERA Act, 2016. We would like to reiterate that even after seeking extension, the project was not completed by the extended dates. Therefore, we are of the view that no benefit of grounds that revision of DCRs delayed the possession, scarcity of sand and project was facing financial crisis can be given to the promoter for justifying the delay.
33. The promoter has indicated COVID-19 Pandemic as one of the reasons for delay which appears to be far-fetched considering that possession dates as agreed were long over when the pandemic of Covid-19 broke out in March, 2020. It is not in dispute that since project was ongoing on the date of commencement of RERA Act, 2016, the promoter has registered the project with MahaRERA and declared revised possession date as December, 2019. It is pertinent to note that promoter has failed to handover possession of the subject flats to allottees on 31.12.2019. Therefore, the ground of Covid-19 is also not attributable as the same happened much after the expiry of admitted dates of possession. We, therefore, give no



weightage to the delay, if any, caused due to the above factors.

34. Therefore, for the forgoing reasons we have come to the conclusion that the promoter is not entitled to any extension in possession period on account of the alleged revision of DCRs, financial crisis and Covid-19 Pandemic. Even assuming that aforementioned grounds are valid and have some substance then also as per settled position of law in **M/s Newtech Promoter and Developers Pvt. Ltd. V/s. State of Uttar Pradesh** [2021 SCC Online 1044] dated 11 November, 2021 Civil Appeal Nos. 5745, 6749 and 6750 to 6757 of 2021]- the promoter is not entitled to escape from the liability to pay interest for delayed possession on the basis of these grounds. The Hon'ble Supreme Court has held that if the delay in possession is not attributable to the allottees, they have unqualified right to get interest under Section 18 of RERA Act, 2016 for delay in possession. Paragraph 25 of the said judgment containing a relevant view is extracted as under for understanding:

*"Para 25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, **which is in either way not attributable to the allottee/home buyer**, the promoter is under an obligation to refund the amount on demand with interest at*

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the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.

It is therefore, clear that there are no shackles or limitations on the exercise of right of allottee to seek interest once there is violation of provisions of RERA Act, 2016. Moreover, there is nothing on record to infer that delay is attributable to the allottees in these cases under consideration. Apart from this, it is not the case of promoter that allottees have committed default in paying installments as per terms of agreements. On the contrary, the material on record clearly indicates that even after receipt of letters from promoter the allottees continued in paying monies to promoter and thereby they have performed their obligation as per terms of agreements. This signifies that allottees have not committed default in paying the amounts towards consideration value to the promoter. The promoter fixes date of handing over possession of flats after ascertaining all favourable and unfavourable circumstances for completing construction of the project and post compliance i.e. for obtaining Occupation Certificate. So, the promoter is required to fix due date in anticipation of such adverse circumstances to complete the project. Even promoter having sufficient experience in the market is expected to be prepared beforehand for not only to deal with such eventualities, but also to

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act professionally by assessing the time by which the promoter after overcoming likely mitigating factors, would be able to complete the project and give possession. The promoter accordingly has to mention reasonable date of possession while issuing allotment letters or by executing the agreements. In our opinion, it is the promoter who had the ability to assess the likely date of completion of subject project considering all likely factors that could delay the completion of the project. Considering the liability of promoter in the above situation, it is made clear that the allottees have very limited liability of discharging their own obligations as per terms of the agreements for sale *inter alia* relating to primarily to make payments from time to time so that project should not be starved of funds to cause delay in completion of the project. The allottees can be held responsible only if they failed to discharge their obligations as per agreements for sale. If the allottees are not responsible for delay, they are entitled to get reliefs under Section 18 of RERA Act, 2016 and cannot be saddled with the consequences for delay in completing the project.

Point No.2 : Whether the promoter has established that the Authority has no jurisdiction to entertain and try the complaints filed by allottees as the agreements between the promoter and allottees contain arbitration clause?

35. It is further contention of the promoter that complaints are not maintainable since the agreed mechanism of arbitration is incorporated in the agreements for sale and is substantive enough to resolve disputes in question, therefore,



the learned Authority has no jurisdiction to entertain and try the complaints.

We do not find substance in the said contention of the promoter.

36. It is significant to note that issue of maintainability "whether the jurisdiction of Real Estate (Regulation and Development) Act, 2016 is ousted if agreements between the promoters and allottees contained Arbitration clause?" is now been settled by the Hon'ble Bombay High Court in the case of **M/s Rashmi Realty Builders Pvt. Ltd. vs. Mr. Rahul Rajendrakumar Pagariya and others decided on 25th October, 2024 in Second Appeal No. 434 of 2023**. While deciding the said appeal, the Hon'ble Bombay High Court has framed substantial question of law which reads as under.

"Whether the jurisdiction of Real Estate Regulatory Authority established under Section 20 of the Real Estate Regulation and Development Act, 2016 is ousted, if the agreement between the promoter and the allottee contains arbitration clause?"

The Hon'ble Bombay High Court, while answering the said substantial question of law in para 63 has held as under by reaching the following conclusions:

- (i) *"The dispute between the individual allottee and the promoter or the dispute between the Association of the Allottees and the Promoter covered under Real Estate Regulation and Development Act, 2016 is non-arbitral in nature.*
- (ii) *The jurisdiction of Real Estate Regulatory Authority established under Section 20 of the Real Estate Regulation and Development Act, 2016 is not ousted, even if the agreement between the promoter and the allottee contains arbitration clause"*

It means the issue of maintainability whether the jurisdiction of the RERA Act,

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2016 is ousted if the agreements between the promoters and allottees contain arbitration clause has been set at rest by the Hon'ble High Court. In the light of ratio and dictum laid down by the Hon'ble Bombay High Court the jurisdiction of the Real Estate Regulatory Authority established under Section 20 of the Real Estate Regulation and Development Act, 2016 is not ousted even if the agreements between the promoter and allottees contain arbitration clause.

37. The learned Adv. Abir Patel has placed reliance on the judgment of the Hon'ble Guwahati High Court in case of **Pallab Ghosh V/s. Simplex Infrastructures Limited and Anr. [2024 SCC Online Gau 751]**, which is direct on this issue, wherein the Hon'ble Guwahati High Court has held that arbitration can be invoked by a party in spite of the availability of the alternative remedy provided under the provisions of RERA Act, 2016. It is seen that the Hon'ble Guwahati High Court has taken different view than the view taken by the Hon'ble Bombay High Court in case of M/s. Rashmi Realty (supra). It is settled position of law that decisions of the High Courts have binding effect upon subordinate judiciary and Tribunals within its jurisdiction. The Hon'ble High Courts have powers of superintendence over all courts within their jurisdiction, allowing them to ensure compliance with their decisions. The Hon'ble Bombay High Court is our parent High Court therefore, decision of the Hon'ble Bombay High Court has binding effect upon this Tribunal as this Tribunal, falls within its jurisdiction.

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Therefore, we are of the view that in view of ratio and dictum laid down by the Hon'ble Bombay High Court in case of M/s. Rashmi Realty (supra) the allottees can seek the relief under the provisions of RERA Act, 2016 even though the agreements of sale contain specific provision relating to arbitration clause.

Point No.3 : Whether the promoter has established that some of the allottees by signing the letters of possession or undertaking unconditionally, i.e. sans protest have relinquished their claim in favour of promoter?

38. Learned Adv. Abir Patel has invited our attention to the letters of possession and undertakings signed by the allottees and poignantly submitted that out of 40 allottees/respondents, 13 allottees have signed letters of possession as well as undertakings under protest and rest of the allottees have signed letters of possession or undertaking unconditionally, i.e. sans protest. While signing letters of possession or undertakings the allottees have categorically and unequivocally confirmed that they are taking possession of the flats in full and final settlement of any claim against the promoter under the agreements for sale and they shall not make any claim against the promoter in any forum. This signifies that the rest of the allottees have relinquished their claim and therefore, the appeals to the extent of these allottees are required to be allowed and the impugned orders to that extent are liable to be set aside. We do not find substance or merit in the above contentions of learned Adv. Abir Patel.

Sg. Adv. Abir Patel

39. It is not in dispute that the allottees have signed letters of possession and undertaking after passing of the impugned orders i.e. somewhere in the months of May and June, 2021. It means after passing of the money decree in the respective complaints of the allottees, these documents came to be signed by the allottees. Order 21 Rule 1 of Code of Civil Procedure talks about the modes of paying money under decree. Rule 1 of Order 21 of Code of Civil Procedure Code reads as under:

[1. Modes of paying money under decree.—(1) All money, payable under a decree shall be paid as follows, namely:—

(a) by deposit into the court whose duty it is to execute the decree, or sent to that Court by postal money order or through a bank; or

(b) out of Court, to the decree-holder by postal money order or through a bank or by any other mode wherein payment is evidenced in writing; or

(c) otherwise, as the Court which made the decree, directs.

(2) Where any payments is made under clause (a) or clause (c) of sub-rule (1), the judgment-debtor shall give notice thereof to the decree-holder either through the Court or directly to him by registered post, acknowledgment due.

(3) Where money is paid by postal money order or through a bank under clause (a) or clause (b) of sub-rule (1), the money order or payment through bank, as the case may be, shall accurately state the following particulars, namely:—

(a) the number of the original suit;

(b) the names of the parties or where there are more than two plaintiffs or more than two defendants, as the case may be, the names of the first two plaintiffs and the first two defendants;

(c) how the money remitted is to be adjusted, that is to say, whether it is towards the principal, interest or costs;

(d) the number of the execution case of the Court, where such

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case is pending; and

(e) the name and address of the payer.

(4) On any amount paid under clause (a) or clause (c) of sub-rule (1), interest, if any, shall cease to run from the date of service of the notice referred to in sub-rule (2).

(5) On any amount paid under clause (b) of sub-rule (1), interest, if any, shall cease to run from the date of such payment:

Provided that, where the decree-holder refuses to accept the postal money order or payment through a bank, interest shall cease to run from the date on which the money was tendered to him, or where he avoids acceptance of the postal money order or payment through bank, interest shall cease to run from the date on which the money would have been tendered to him in the ordinary course of business of the postal authorities or the bank, as the case may be.]

In the instant case the promoter has not produced material on record to show that the promoter has made payments to the allottees pursuant to the decrees passed by the learned Authority in the complaints filed by the allottees as contemplated under Rule 1 of Order 21 of Code of Civil Procedure. Merely because while signing letters of possession or undertakings the allottees have mentioned in those documents that they have settled their claim against the promoter under the agreements for sale without any proof as contemplated under Rule 1 of Order 21 of Code of Civil Procedure that does not mean that the allottees have settled their entire claim against the promoter. It is significant to note that those documents came to be executed during the pendency of the captioned appeals. If it was the fact that the allottees have

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settled their entire claim against the promoter as alleged by the promoter then it was expected of promoter to withdraw those appeals pursuant to the alleged settlement as recorded in the documents. However, the promoter instead of withdrawing those appeals continued to prosecute the same. This conduct of the promoter itself is sufficient to show that the allottees have not settled their entire claim as alleged by the promoter.

40. It is not in dispute that the allottees have signed those documents (letters of possession and undertakings) while they were taking over the possession of their flats. Promoter is always in a position to dominate the will of allottees and uses that position to obtain an unfair advantage over the allottees. The allottees are always weaker than the promoter. While signing the letters of possession or undertakings the allottees did not have meaningful choice but to give their consent to sign the documents as per terms imposed by the promoter who is a stronger than the allottees. It has been held by the Hon'ble Supreme Court in Para No. 89 in case of **Central Inland Water Transport Corporation Limited and another vs. Brojo Nath Ganguly and Another (1986) 3 SCC** that:

"89. Should then our courts not advance with the times? Should they still continue to cling to outmoded concepts and outworn ideologies? Should we not adjust our thinking caps to match the fashion of the day? Should all jurisprudential development pass us by, leaving us floundering in the sloughs of 19th century theories? Should the strong be permitted to push the weak to the wall? Should they be allowed to ride roughshod over the weak? Should the

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courts sit back and watch supinely while the strong trample underfoot the rights of the weak? We have a Constitution for our country. Our judges are bound by their oath to "uphold the Constitution and the laws". The Constitution was enacted to secure to all the citizens of this country social and economic justice. Article 14 of the Constitution guarantees to all persons equality before the law and the equal protection of the laws. The principle deducible from the above discussions on this part of the case is in consonance with right and reason, intended to secure social and economic justice and conforms to the mandate of the great equality clause in Article 14. This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It is difficult to give an exhaustive list of all bargains of this type. No court can visualize the different situations which can arise in the affairs of men. One can only attempt to give some illustrations. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them. It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. This principle, however, will not apply where the bargaining power of the contracting parties is equal or almost equal. This principle may not apply where both parties are businessmen and the contract is a commercial transaction. In today's complex world of giant corporations with their vast infra-structural organizations and with the State through its instrumentalities and agencies entering into almost every branch of industry and commerce, there can be myriad situations which result in unfair and unreasonable bargains between parties possessing wholly disproportionate and unequal

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bargaining power. These cases can neither be enumerated nor fully illustrated.

The court must judge each case on its own facts and circumstances."

The promoter holds a real or apparent authority over the allottees. Thus, it can be said that those documents (letters of possession and undertakings) are entered into by the weaker parties, i.e. allottees under pressure of circumstances which results in inequality of bargaining power. It is worthy to note that these documents are prepared by promoter. These documents are in prescribed or standard forms. These documents are entered into by the allottees with promoter who has higher bargaining power. Therefore, we are of the view that though the allottees have signed these documents without protest the same are not binding on the allottees. If all the claims of the allottees are settled as alleged by the promoter, certainly the parties to the appeals would have filed consent terms in the matters. On the contrary promoter as well as respective allottees have contested the appeals. Therefore, for the forgoing reasons we have come to the conclusion that the allottees have not relinquished their claims in favour of promoter as alleged by promoter.

Point No. 4 : Whether the impugned orders warrant interference in the captioned appeals?

41. For the forgoing reasons we have come to the conclusion that the impugned orders do not warrant interference in the captioned appeals. The captioned appeals are devoid of merits, therefore, the appeals are liable to be dismissed with cost. We, therefore, answer point Nos. 1 to 5 accordingly. Consequently,

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we proceed to pass following order.

ORDER

1. Appeal Nos. AT006-53079/2021, AT006-52857/2021, AT006-52874/2021, AT006-52876/2021, AT006-52879/2021, AT006-52881/2021, AT006-52886/2021, AT006-52982/2021, AT006-53090/2021, AT006-53104/2021, AT006-53113/2021, AT006-53125/2021, AT006-53127/2021, AT006-53128/2021, AT006-53134/2021, AT006-53138/2021, AT006-53141/2021, AT006-53142/2021, AT006-53147/2021, AT006-53148/2021, AT006-53150/2021, AT006-53153/2021, AT006-53184/2021, AT006-53376/2021, AT006-52873/2021, AT006-52644/2021, AT006-52851/2021, AT006-52872/2021, AT006-52877/2021, AT006-52878/2021, AT006-53087/2021, AT006-53089/2021, AT006-53091/2021, AT006-53098/2021, AT006-53135/2021, AT006-53145/2021, AT006-53151/2021, AT006-53161/2021, AT006-53377/2021 and AT006-53179/2021 stand dismissed.
2. Promoter shall pay cost of Rs. 5,000/- to each of the allottees.
3. Pending Misc. applications, if any, stand disposed of.



4. Copy of this judgment be communicated to learned Authority and respective parties as per Section 44(4) of RERA Act.


(DR. RAJAGOPAL DEVARA)

Avinash_


(SHRIRAM. R. JAGTAP)