

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY
AUTHORITY, MUMBAI

Virtual Hearing held through video conference as per MahaRERA Circular
No.: 27/2020

Hearing held through hybrid mode as per MahaRERA Circular No.: 48/2025

Coram: Ravindra Deshpande, MEMBER II, MahaRERA

Complaint No. CC006000000198193

ELKAN SAPHANIA MOSES

...COMPLAINANT

V/s

PIRAMAL ESTATES PVT. LTD.

...RESPONDENT

MahaRERA PROJECT REGISTRATION NO. : P51700003535

FINAL ORDER

(Date of Order- 09/03/2026)

(Date of hearing - 25/03/2025)

Adv. Kedar Juvekar appeared for the Complainant

Adv. Nitin Jadhav appeared for the Respondent

1. The Complainant prays that the Respondent be directed to pay a sum of Rs. 76,28,992/- along with such interest as this Hon'ble Authority deems fit from the date of filing of the complaint, along with costs of the complaint, and to grant such other and further reliefs as may be deemed just and proper in the facts and circumstances of the case.
2. The Respondent, M/s. Piramal Estates Private Limited, is a company incorporated under the Companies Act, 1956 and is registered with the Real Estate Regulatory Authority bearing Registration No. P51700003535. The Complainant states that in the year 2017 he approached the Respondent after going through the brochure of the project "Piramal Vaikunth" situated at Village Balkum, Taluka Thane, and expressed his desire to purchase a residential flat in the said project based on the representations made by the Respondent's officials.

3. Relying upon such representations, the Complainant booked Flat No. 2402 on the 24th Floor, C-Wing, Tower Vyom in Cluster-1 along with two car parking spaces. An Agreement for Sale dated 08.12.2017 was executed and registered with the Joint Sub-Registrar of Assurances at Thane under Serial No. TNN-3659/2017 for a total consideration of Rs. 2,22,17,020/-. The Complainant initially paid Rs. 1,10,97,399/- and subsequently paid a total amount of Rs. 1,55,20,253/-, including taxes, towards the said flat.
4. The Complainant submits that due to personal exigencies and the untimely death of his wife, he decided to cancel the booking of the said flat. According to the Complainant, he had informed the Respondent about the circumstances and requested cancellation of the Agreement for Sale, which request was accepted by the Respondent.
5. The Complainant alleges that while executing the Deed of Cancellation, the Respondent illegally forfeited an amount of Rs. 37,13,982/- inclusive of taxes without providing any proper bifurcation or justification. The Complainant contends that he had not committed any default in payment under the Agreement for Sale and had regularly paid the installments as per the payment schedule, and therefore he cannot be termed a defaulter.
6. The Complainant further contends that the Respondent inserted Clause 6 in the Deed of Cancellation stating that the taxes such as service tax and GST paid by the Respondent to the authorities on behalf of the purchaser would not be refunded. The Complainant submits that the Respondent failed to produce any documentary proof of payment of such taxes and had earlier assured that they would make efforts to obtain a GST refund from the authorities upon cancellation of the agreement.
7. The Complainant further submits that prior to cancellation, he had requested the Respondent to grant NOC to enable him to sell the flat to a third-party purchaser of his choice, which request was declined by referring to Clause 26 of the Agreement for Sale. The Complainant contends that the Respondent had assured refund considering the prevailing market value as per the ready reckoner of 2019, but ultimately

refunded only Rs. 1,18,06,271/- as against the amount paid by the Complainant.

8. According to the Complainant, the Respondent has thus wrongfully forfeited an amount of Rs. 76,28,992/- without justification. The Complainant issued a legal notice dated 28.10.2020 seeking refund of the said amount along with interest at 18% per annum; however, the Respondent denied the claim through its reply dated 12.02.2021. Being aggrieved by the alleged wrongful forfeiture and deficiency in service, the Complainant has filed the present complaint seeking recovery of the said amount with interest.
9. The Respondent has contested the present complaint by filing the reply. The brief contentions of the reply as follows:
10. The Respondent has denied all allegations, statements, and contentions made in the complaint which are contrary to its stand and has reserved the right to file an additional affidavit with the permission of this Authority, if necessary. At the outset, the Respondent submits that the complaint is false, baseless and filed with the intention of extracting money from the Respondent contrary to the terms mutually agreed between the parties. It is contended that the Complainant is no longer an allottee in the project as the Agreement for Sale dated 08.12.2017 was cancelled by a registered Deed of Cancellation dated 26.11.2019, and the Complainant has already received the refund amount of Rs. 1,18,06,270/- through cheque dated 22.11.2019. Therefore, according to the Respondent, the complaint is not maintainable.
11. The Respondent further submits that the Complainant has failed to point out any specific act of omission or commission on the part of the Respondent constituting a breach of the provisions of the Real Estate (Regulation and Development) Act, 2016. The allegations made in the complaint are stated to be vague, baseless and an afterthought, and therefore the complaint deserves to be dismissed with costs.
12. It is the contention of the Respondent that no cause of action has arisen for filing the present complaint under the provisions of the RERA Act.

Since the Agreement for Sale has already been cancelled by a registered document and the refund amount has been received by the Complainant as per the Deed of Cancellation, the Complainant is no longer an allottee in the project and hence the complaint is not maintainable.

13. The Respondent submits that the cancellation of the flat was initiated at the request of the Complainant due to his financial constraints. The Respondent accepted the request and communicated the forfeiture calculation as per the terms and conditions of the Agreement for Sale, which was duly accepted by the Complainant, following which the Deed of Cancellation was executed between the parties.
14. The Respondent further states that the Complainant had initially expressed interest in purchasing a residential flat in the Respondent's project "Piramal Vaikunth Cluster-1" at Thane. After being provided with all necessary details of the project and understanding the terms, the Complainant booked Flat No. 2402 along with two car parking spaces and executed the Agreement for Sale dated 08.12.2017 for a total consideration of Rs. 2,22,17,020/-. The Complainant paid an amount of Rs. 1,55,20,253/- towards the said flat.
15. The Respondent submits that the Complainant requested cancellation of the booking through email dated 19.07.2019. Thereafter, the Respondent informed the Complainant regarding the cancellation terms and the forfeiture amount through email dated 10.09.2019, which the Complainant accepted and confirmed through email dated 12.09.2019. Subsequently, the Deed of Cancellation dated 26.11.2019 was executed and registered, and the Complainant confirmed receipt of the refund amount through a refund letter dated 26.11.2019.
16. The Respondent further submits that despite accepting the forfeiture and refund amount, the Complainant issued a legal notice dated 28.10.2020, more than one year after the execution of the cancellation deed, demanding additional amounts. The Respondent replied to the said notice denying all allegations. It is therefore contended that the present complaint is malafide, devoid of merits and liable to be dismissed with exemplary costs.

17. The complaint was listed on 29.04.2025 for final arguments and both the parties were present and matter was reserved for order. The parties have uploaded their written notes arguments on MahaRERA website. Both parties have repeated the contention mentioned in their previous pleading. Hence, for the sake of brevity the same has not been produced herein.
18. Considering the rival contentions of the parties to the complaint, the following points arise for my determination. My findings thereon are recorded as under for the reasons stated below:

Sr. No.	Points	Findings
1.	Whether the complainant is entitled to relief sought?	Negative
2.	What Order?	As per final order.

19. Upon perusal of the pleadings, documents placed on record and submissions made by both the parties, it is observed that the Complainant had booked Flat No. 2402 in Tower Vyom, Cluster-1 of the project "Piramal Vaikunth" and executed a registered Agreement for Sale dated 08.12.2017 for a total consideration of Rs. 2,22,17,020/-, pursuant to which the Complainant paid an amount of Rs. 1,55,20,253/- towards the said apartment. It is an admitted position that subsequently the Complainant, due to personal exigencies, requested cancellation of the booking and the said request was accepted by the Respondent. Thereafter, a registered Deed of Cancellation dated 26.11.2019 came to be executed between the parties and the Respondent refunded a sum of Rs. 1,18,06,270/- to the Complainant in accordance with the terms agreed between the parties.
20. At the outset, it is necessary to examine the maintainability of the present complaint under the provisions of the Real Estate (Regulation and Development) Act, 2016. The Authority notes that the Agreement for Sale between the parties stood cancelled by a registered Deed of Cancellation, which was executed with the consent of both the parties and acted upon. The Complainant has admittedly received the refund amount as

recorded in the said Deed of Cancellation and has acknowledged the receipt thereof. The Complainant has neither challenged the validity of the cancellation deed nor alleged that the same was executed under coercion, fraud, misrepresentation or undue influence. In such circumstances, the contractual relationship of allottee and promoter stood conclusively terminated, and the terms of settlement recorded in the cancellation deed attained finality.

21. The Authority further notes that the cancellation of the allotment was not on account of any default, delay in construction, or failure to hand over possession on the part of the Respondent. On the contrary, the material on record clearly indicates that the cancellation was initiated at the request of the Complainant owing to his personal circumstances. The provisions of Sections 18 and 19 of the RERA Act, which provide remedies to an allottee, are attracted only in cases where there is delay in handing over possession, or breach of statutory obligations under the Act. In the present case, the Complainant has not established any such violation on the part of the Respondent. Consequently, the Authority finds that the complaint does not disclose any actionable breach under the provisions of the RERA Act.
22. It is also pertinent to note that the forfeiture of a portion of the consideration amount has been effected strictly in accordance with the terms of the Agreement for Sale, which forms the governing contractual document between the parties. The Complainant had been duly informed about the forfeiture computation and had accepted the same through his communication prior to execution of the Deed of Cancellation. Having voluntarily agreed to the terms of cancellation and accepted the refund amount without protest, the Complainant cannot now seek to reopen the concluded transaction and claim additional amounts. The Authority is guided by the settled principle of law that a party who has accepted the benefits under a settlement cannot subsequently challenge the same unless the agreement itself is shown to be vitiated by illegality or coercion, which is not the case in the present matter.

23. Further, the Authority is mindful of the principle underlying the Act that while protecting the interests of homebuyers, it must also ensure certainty and finality in contractual transactions within the real estate sector. Once a registered cancellation deed has been executed and acted upon, permitting parties to reopen such settled transactions after a considerable lapse of time would defeat the objective of certainty and discipline sought to be introduced by the Act. The Complainant, after accepting the refund amount in November 2019, has sought to raise the present dispute only subsequently by issuing a legal notice and filing the complaint, which appears to be an afterthought.

24. In view of the above facts and circumstances, the Authority is of the considered opinion that the Complainant has failed to establish any violation of the provisions of the Real Estate (Regulation and Development) Act, 2016 by the Respondent, and the dispute essentially pertains to contractual terms already settled between the parties through a registered Deed of Cancellation. Therefore, the Complainant is not entitled to the reliefs sought in the present complaint. Accordingly, the point for determination is answered in the negative.

ORDER

1. The Complainant is rejected.
2. No order as to cost.

Date: 09/03/2026.

Ravindra Deshpande
MEMBER II, MahaRERA