



GOA REAL ESTATE REGULATORY AUTHORITY
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F.No:3/RERA/Complaint (477)/2025/1247

Date: 18/09/2025

(BEFORE THE MEMBER SHRI VINCENT D'SILVA)

1. Mrs. Sanya Agicha and

2. Mr. Rajeev Kumar Agicha,

55-Keshav Sadan, Geeta Colony,

Dal Bazar, Lashkar,

Gwalior, Madhya Pradesh-474009.

.....Complainants

Versus

1. Parmesh Construction Co. Ltd.,

7th Floor, Plot No-1, Alphathum Tower-C,

Janpath Marg, Sector 90,

Noida, Gautam Buddh Nagar,

Uttar Pradesh-201301.

2. Parmesh Construction Co. Ltd.,

Through its Directors/ Board Members,

1. Prem Bhutani,

2. Ashish Bhutani

3. Inayat Bhutani

4. Sonam Tyagi

D-124, Near Durga Mandir,

Preet Vihar, Shakarpur, East Delhi,
Delhi-110092.

.....Respondents

Ld. Advocate Shri K. Krubeshwaran along with Ld. Advocate Shri Alvaro Ferrao for the complainants.

Ld. Advocate Ms. Shivani Chopra for the respondents.

ORDER

(Delivered on this 18th day of the month of September, 2025)

This order shall dispose of the complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016.

2. Briefly stated, the case of the complainants is as follows:-

That in the mid of April 2024, the complainants received a call from sales team of the respondents towards bookings for their upcoming project “Acqua Eden” in the property bearing Survey No. 257/1, Sancoale, Mormugao- Goa which is admeasuring an area of 1,716 sq. ft. and the complainants on the basis of the advertisement of the said project “Acqua Eden” showed interest towards purchasing a unit in the said project and accordingly, enquired regarding the booking details and other necessary formalities that are required to be done for the same. The complainants then received a mail from the respondents on 28th April 2024 regarding the payment plans including

their booking and the cancellation policy towards refund of entire booking amount without any deduction, upon receipt of a cancellation mail within a period of 7 days.

3. The complainants accordingly signed all relevant documents sent across to them via an e-mail towards the booking of a unit in the said project “Acqua Eden” on 2nd May 2024 and thereby paid the booking amount of ₹5,00,000/- (Rupees Five Lakhs only) in 2 installments, one for an amount of ₹1,00,000/- (Rupees One Lakh only) and another for ₹4,00,000/- (Rupees Four Lakhs only) on 4th May 2024 vide online transfer. The respondents then vide a letter dated 09.05.2024 acknowledged the receipt of the booking amount of ₹5,00,000/- (Rupees Five lakhs only) from the complainants made towards booking of a unit in the said project “Acqua Eden” and accordingly, allotted Customer I.D. AQE -00106 to the complainants towards their successful allotment of a unit in the said project “Acqua Eden”.

4. The complainants subsequently visited the respondents at Noida, Uttar Pradesh on the 29th of May 2024 to have a brief discussion regarding their said project “Acqua Eden” with their Sales team head. Upon the said discussion held with the Sales team head on

29th May 2024, the complainants planned to cancel the said booking unit in the project “Acqua Eden” and accordingly, sent a first Cancellation mail on 31st May 2024 informing the respondents’ company about their intention to opt out of the said project “Acqua Eden” and to thereby process the refund of the booking amount of ₹5,00,000/- (Rupees five Lakhs only) paid on 4th May 2024.

5. The complainants upon not receiving any response to their cancellation mail, sent several reminder emails to the respondents on the 3rd, 6th and 8th June 2024 respectively in an attempt to try and connect to the respondents’ sales team towards receiving the said refund of their booking amount within a period of 7 days, as per their booking and cancellation policy, which was notified earlier to the complainants. The complainants thereafter served a notice on the respondents towards refunding the said booking amount of ₹5,00,000/- to the complainants. The respondents after a long wait finally mailed back to the complainants on 4th December 2024 requesting them to submit a few more documents including cancellation affidavit to be sworn and sent it to the respondents with bank statement/payment proof of the booking amount and a cancelled cheque. The complainants as per the email dated 04.12.2024 sent all

the documents including the cancellation affidavit and requested the company to complete the cancellation and refund process at the earliest but to the shock and surprise, the respondents stopped responding despite having all the documents sought vide their email dated 04.12.2024. The complainants therefore filed the complaint as there was no alternate remedy available to them.

6. The complainants sought for the following reliefs:-

(i) An order directing the respondents company to refund the booking amount of ₹5,00,000/- (Rupees Five Lakhs only) along with interest accrued so far without any deduction to the complainants be passed;

(ii) For costs and legal charges/ fees; and

(iii) Any other order that the Hon'ble Authority deems fit and appropriate in the interest of justice be passed accordingly thereby towards protecting and serving the best interests of the complainants.

7. The respondents filed a reply inter-alia contending that the complaint is a gross abuse of the process of law and filed with the sole purpose of abusing the respondents as the complaint is devoid of cause of action qua the respondents and therefore, it may be dismissed with heavy cost. The respondents are carrying out its business

operations compliant with all the applicable laws nor contravened with any provisions of the Act. The alleged contractual obligations can only be dealt with by a civil court. The complainants have voluntarily executed and agreed the terms and conditions by signing the booking/application forms and therefore, the complaint is wholly misconceived filed with malafide intentions.

8. The complainants are bound by the terms of the agreement, more particularly Clause 13 and 14 which states that if the allottee withdraws the booking after execution of the agreement, the respondents are entitled to forfeit the earnest money in accordance with the agreed terms of the agreement along with interest and charges. The complainants are therefore not entitled for any reliefs as the complainants are in default in terms of Clause 24(i) of the agreement, which justifies retaining the earnest money by the respondents for non performance. The complainants were in breach of the agreement and defaulted to pay the amount despite repeated communications from the respondents and all such communications have been concealed by the complainants as the builder has the right to forfeit the earnest money and refund the balance. The respondents have acted at all times in good faith and there is no deficiency of

service, misinterpretation or statutory violations by the respondents. The earnest money is not refundable as the booking amount stands forfeited due to cancellation by the complainants, which is as per agreed terms and therefore, the complaint may be dismissed and the earnest money of ₹5,00,000/- be forfeited.

9. Arguments heard.

10. The points for my determination along with the reasons and findings thereon are as follows:-

Sr. No.	Points for determination	Findings
1.	Whether the complainants are entitled for refund of booking amount of ₹5,00,000/- along with interest as prayed for in the complaint?	In the affirmative.
2.	What order? What reliefs?	As per final order.

REASONS

Point no. 1 and 2

11. Ld. Advocate K. Krubeshwaran for the complainants has submitted that complainants have booked a unit of the respondents for

an amount of ₹54,00,000/- against which a sum of ₹5,00,000/- was partly paid by the complainants on 04.05.2024 and a welcome letter provisionally allotting the unit was issued, however the complainants demanded to refund the booking amount on 21.10.2024 after which on 04.12.2024, the respondents demanded for a cancellation affidavit along with the bank statement and thereafter on 22.01.2025, the complainants adhered to their e-mail and sent all the documents and requested for processing the refund of the booking amount and therefore, the complainants are entitled for refund of the said amount.

12. Per contra, Ld. Advocate Shivani Chopra for the respondents relying on the case of "*K. R. Suresh vs. R. Poornima & Ors. 2025 INSC 617*" has submitted that in terms of the allotment letter, if the allottee withdraws or cancels the booking after the execution of Builder-Buyer Agreement, the company is entitled to forfeit the earnest money, in accordance with the agreed terms of the agreement along with interest, administrative charges, brokerage, if any paid and in case of default by the allottee after issuing notice, the company may cancel the allotment of the unit in favour of the applicants and refund the money paid by deducting the earnest money. The complainants were in breach of the agreement and defaulted to pay the due amount

and therefore, no earnest money is refundable as in terms of the agreement, the booking amount stood forfeited due to cancellation by the complainants and hence, the complaint be dismissed.

13. The short point for the determination is whether the complainants are entitled for refund of the booking amount of ₹5,00,000/- along with interest or whether the respondents are entitled for forfeiture of the booking amount due to the cancellation by the complainants.

14. The object of the Act is to regulate the real estate sector and as a consequent, to ensure professionalism in the sector, standardization in quality of real estate projects and to afford adequate consumer protection. The Act is intended to protect the interest of allottees in the real estate sector. It is trite to state that the Real Estate (Regulation and Development) Act, 2016 has been enacted with the solemn object to protect the interest of consumers of the Real Estate Sector. In such view of the matter, construction of the recitals of an instrument which will be favourable to consumer/allottee would be accepted.

15. Admittedly, the complainants were offered the unit in the project "Acqua Eden" Dabolim, Goa on the sixth floor as per the e-

mail dated 28.04.2024 in which it is mentioned that the booking amount would be 25% of the consideration amount of ₹54,00,000/- against which, the complainants paid a sum of ₹5,00,000/- on 04.05.2024 against which, a receipt acknowledging the same was issued. It is specifically stated therein that the token amount paid by the complainants is refundable without any deduction and the said amount will be refunded within seven working days after cancellation mail done by the allottee. The complainants were thereafter allotted a unit and a 'welcome letter' was issued on 09.05.2024. It is a matter of record that the first demand letter was issued by the respondents on 24.05.2024 in which the payment made on 04.05.2024 was acknowledged as booking amount.

16. It is a matter of record that the complainants sent an e-mail dated 31.05.2024 in which the complainants decided to cancel interest in the said project after discussion with the sales team and requested to return the said amount to the bank account as per the agreement in terms of e-mail dated 28.04.2024. The complainants thereafter issued another e-mail dated 03.06.2024 to remind the respondents regarding issuing of refund pertaining to the booking amount. The complainants thereafter issued e-mail dated 06.06.2024 reminding the respondents

regarding refund pertaining to the booking amount. The complainants again sent e-mail dated 08.06.2024 regarding cancellation of the deal and refund the said amount. Again, on 13.06.2024 e-mail was sent to respondents regarding cancellation of deal and refund. The complainants also sent another e-mail on 18.06.2024 reiterating their earlier stand of cancellation and refund and also claiming that they have sent about 10-15 e-mails to the respondents without any response and that they do not expect a kind gesture from such a renowned company.

17. The respondents, however on 22.06.2024 issued a demand letter for payment of the balance consideration amount ignoring all the previous e-mails for cancellation and issuing of refund pertaining to the booking amount. The complainants sent a reminder on 27.06.2024 as last and final e-mail requesting for refund of the amount since there has been no reply from the respondents and threatening to go through legal process with RERA. No response was forthcoming and therefore, the complainants on 15.07.2024 and again on 22.07.2024 reminded the respondents that they have cancelled the allotted unit and despite repeated requests, the amount has not been refunded. The respondents however on 11.09.2024 issued a demand/reminder

requesting to pay the outstanding amount by ignoring all the previous e-mails of cancellation and issuing a refund.

18. The complainants on 21.10.2024 issued an e-mail to the respondents stating that the booking amount has not been refunded and that they would file a complaint before RERA Goa and that they would like to give it seven days to go through the matter and refund the amount. The complainants had attached the PDF of all the mails and payment receipt. The complainants had also sent another e-mail dated 23.11.2024 to the respondents claiming that they have been sending e-mails regarding refund but there is no reply from their side and requesting to cancel the deed and refund the amount.

19. The respondents, on the contrary, as usual sent demand/reminder for payment of outstanding amount failing which it would attract interest ignoring all the e-mails. The respondents on 04.12.2024 sent an e-mail to the complainants demanding for cancellation affidavit along with the bank statement for payment proof, KYC and cancelled cheque. The complainants on 22.01.2025 adhered to their e-mail dated 04.12.2024 and sent all demanded documents requesting to process the refund of booking amount. The complainants also informed the respondents regarding the complaint

made to RERA Goa seeking refund. The respondents on 23.05.2025 sent an e-mail apologizing for delay in their response and requesting for letter of cancellation and other documents, which was replied to by the complainants.

20. The above case of the complainants including the documents produced on records by both the parties clearly indicates that the complainants booked an unit in the project “Acqua Eden” in Sancoale Village and paid a booking amount of ₹5,00,000/- which is to be refunded without any deduction as cancellation policy, upon receipt of a cancellation mail within a period of 7 days. The documents further reveal that the complainants opted to cancel the unit and demanded refund of the booking amount and issued several e-mails and reminders as stated above, without any response.

21. The complainants also issued a legal notice for refunding the said amount to the respondents. The respondents finally e-mailed to the complainants requesting for documents including cancellation affidavit along with bank statement and other documents, which were furnished by the complainants however, the respondents despite receiving the mandatory documents failed to comply with the promise of refunding the amount without any deduction. The respondents have

never claimed in their documents including e-mails regarding forfeiture of booking amount for non compliance of the allotment letter, on the contrary, the respondents are attempting to mislead by trying to quote certain 'clauses' of the booking form signed by the parties. The booking form is a standard form with fixed set of papers used by the respondents, which is not akin to model form of the agreement, in terms of the RERA Act and hence, it cannot be used to advance the submissions of the respondents.

22. In any case, the said clauses of the booking form have never been invoked by the respondents, in any of the mails regarding the forfeiture or deducting the earnest money, on the contrary, the respondents have categorically stated in its first e-mail dated 28.04.2024 that in case of cancellation of the agreement, the token amount paid by the respondents is refundable, without any deduction and thereafter, sought for furnishing the cancellation affidavit along with bank statement, KYC and the cancelled cheque for refund of the said amount, which was accordingly furnished to the respondents and therefore, the respondents cannot turn around and claim that they are entitled for forfeiture of the said booking amount paid by the complainants. In any event, Chapter III of RERA nowhere deals with

issues pertaining to forfeiture of earnest money. The reliance placed by the respondents on the case of *K. R. Suresh*, supra is therefore not applicable to the case at hand.

23. Needless to mention, the respondents have defaulted in refunding the said amount, inspite of due compliance by the complainants, as sought by the respondents, in terms of the documents produced on record. The respondents have thus committed defaults in refunding the booking amount of ₹ 5,00,000/- without any deduction to the complainants and have been trying to twist the facts by relying upon some 'clauses' of the allotment letter, in order to avoid payment of the booking amount and other related charges. The complainants are therefore entitled for the reliefs prayed.

24. The complainants are thus entitled for the refund of the booking amount of ₹5,00,000/- along with interest at lending rate of interest by SBI, which is 8.90% per annum, plus two per cent i.e. 10.90% per annum under Rule 18 of The Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on the said amount of ₹5,00,000/-(Rupees Five Lakhs

only) paid by the complainants, to the respondents on 4th May 2024 vide online transfer.

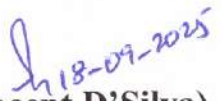
25. The complainants are from Gwalior, Madhya Pradesh and are also entitled for the costs of ₹2,00,000/-(Two lakhs only) from the respondents for investing in the proposed project of the respondents, who claim to be an organization committed to demonstrate a high level of commitment, dedication and motivation, in order to provide genuinely exception results for all the customers. The complainants have invested in the said project on 04.05.2024 and have been promised refund without any deductions, in case of cancellation of the agreement, yet, are refusing to honour its own promise, inspite of above correspondence entered into between them. Hence, the above points are answered accordingly.

26. Pursuant to above discussion, I pass the following:

ORDER

- i. The respondents are directed to refund the booking amount of ₹5,00,000/- (Rupees Five Lakhs only) to the complainants, within a period of 30 days, from the date of this order.

- ii. The respondents are also directed to pay to the complainants interest @ 10.85 % p.a. on the sum of ₹5,00,000/- (Rupees Five Lakhs only) from 04.05.2024, till effective payment.
- iii. The respondents are directed to pay costs of ₹2,00,000 (Rupees Two Lakh only) to the complainants, within a period of thirty days of the order, failing which it will carry interest in terms of law, till payment.
- iv. The respondents are directed to file compliance report of this order in the form of an affidavit, within sixty days of this order, failing which further legal action will be initiated by the Authority under the RERA Act for execution of the order.


(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.
Date: 18.09.2025