



## GOA REAL ESTATE REGULATORY AUTHORITY

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa

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F.No:4/RERA/Adj. Matters (119)/2024/517

Date: 30/04/2025

### BEFORE THE ADJUDICATING OFFICER

**1. Mr. Bhupinder Jeet Singh**

s/o Tejinder Singh, aged 32 years,  
r/o Flat no. 705/803,  
Elements by Shantilal,  
Near Joggers Park, Airport Road,  
Chicalim, Goa-403711.

**2. Mrs. Jaspreet Kaur**

w/o Tejinder Singh, aged 66 years,  
r/o. Flat no. 705 /803, Elements by Shantilal,  
Near Joggers park, Airport Road,  
Chicalim, Goa-403711.

.....Applicants

### *Versus*

**M/s Shantilal Real Estate Services,**

Through its authorized partner/s,

With registered address at:

301, Anand Trade Centre,

Next to MMC building,

Vasco Da Gama, Goa 403802.

Authorised partners:

a. Mr. Ashwin Cholera,

Aged 62 years, s/o Shantilal Cholera,

r/o Shantilal House,

Opp. Elements by Shantilal Co-operative Housing Society,

Chicalim, Goa, 403711.

b. Hemant Cholera,  
Aged 64 years, s/o Shantilal Cholera,  
r/o Shantilal House,  
Opp. Elements by Shantilal Co-operative Housing Society,  
Chicalim, Goa, 403711.

.....Respondents

Ld. Advocate Shri Joshua Gracias representing the applicants.

Ld. Advocate Shri Parag Rao along with Ld. Advocate Ajay Menon  
representing the respondents.

### **ORDER**

**(Delivered on this 30<sup>th</sup> day of the month of April, 2025)**

The applicants 1 and 2 filed the present application under Form "B" against the respondents stating that based upon widespread promotions and advertisement published by the respondents across various advertisement mediums with regards to development and construction of a plush, one of its kind real estate project under the project named "Elements by Shantilal" located near Joggers park, Airport Road, Chicalim Goa, (said project) coupled with representation made by the respondents about the said project, being the builder and promoter, the applicants entered into an agreement for sale with the respondents with regards to purchase/ allotment of one flat within the said project in the year 2017 being flat identified by no. 803 executed at the office of the Sub-Register of Mormugao under registration no. MOR-BK1-00288-2017 dated 24.02.2017 (said flat) in furtherance of which the applicants paid a huge sum of money with the respondents equating to Rs. 78,00,000/- (Rupees Seventy Eight Lakhs only). Further that the Applicants have also purchased another flat within the same project bearing no. 705.



1. That with the passage of a few months including a monsoon after possession of the said flat, several defects in the said flat began to show (and continue to worsen) which defects include swelling of walls, blistering and peeling of paint film, dampness on walls including bathroom walls, excessive seepage of water (leakage) from the ceiling of the balcony & the wardrobe, visible (expanding) cracks to the plaster of the walls, all which defects appear extremely serious, which defects are hereinafter referred to as the "said defects". That the applicants have attempted to repaint conspicuous areas but the same are but cosmetic and the defects being inherent, reappear. That the said flat being absolutely new, the said project being a brand-new construction the flat being purchased at a premium, the defects within the said flat are extremely alarming.

2. Further, that apart from the above, several defects in the said project began to show and the said defects were brought to the notice of the respondents on multiple occasions though the respondents have managed to tactfully avoid the lawful obligation cast upon the respondents of rectification of the said defects which has thus resulted in harassment to the applicants including the family of the applicants for absolutely no fault of the applicants and further leading to rapid depreciation of the asset by over 50%.

3. Further, that the audacious neglect of the respondents to act upon the defects conveyed has resulted in substantive losses and distress upon the applicants residing along with family and that the applicants have been forced to suffer involuntarily for no fault of theirs notwithstanding payment of a large sum of money for a premium apartment and thus seek compensation under section 14(3) of the Act which are:-

- (a) For an order directing deposit of Rs. 10,00,000/- (Rupees Ten Lakhs only) with the Authority to be used towards repairs of the said flat;





- (b) For an order directing compensation to be paid to the applicants of an amount of Rs. 50,00,000/- (Rupees Fifty Lakhs only) for causing continual huge mental distress and physical inconvenience upon the applicants and family of the applicants since the monsoons of 2021, not being able to sufficiently enjoy the said flat unhindered/ freely considering the premium amount paid to the respondent for purchase and having to regularly replace and conduct make shift repairs and replace furnishings owing to water seepage and its like.
- (c) For an order directing compensation to be paid to the applicants of an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) for disregarding lawful obligation cast upon the respondent and for moreover refusing the same notwithstanding having taken an insurance for the said project u/s 16 of the Act.
- (d) For an order directing compensation to be paid to the applicants of an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) for alternate comparable accommodation (until repairs of the said flat have completed)
- (e) For legal charges of Rs. 5,00,000/- (Rupees Five Lakhs only) for driving the applicants to take the legal route.
- (f) Any other order as deemed fit in the circumstances.

4. Reply was filed by the respondents. Applications have been filed for inspection of premises, production of documents, additional documents, pending applications were withdrawn. During the proceedings, the parties along with their respective Advocates voluntarily and amicably settled the matter by filing duly signed Consent Terms which are reproduced as under:-

#### **CONSENT TERMS**

"1. The Applicants have received the sum of Rs.50,000/- (Rupees Fifty Thousand only) vide Cheque No. 000430 dated 28.04.2025 drawn on



I.C.I.C.I. Bank towards full and final settlement of all demands/grievances that the Applicants have or have had in respect of the Apartment/flat no. 803, which is the subject-matter of the present Application/ Complaint.

2. The Applicants declare, accept and admit that upon receipt of Rs.50,000/- (Rupees Fifty Thousand only), the Applicants have no claim whatsoever in respect of Apartment/ Flat No. 803 against the Respondent, pending before any other forum/Court.

3. The Applicants state that in light of receipt of the sum of Rs. 50,000/- mentioned hereinabove, the Applicants discharge the Respondent from all claims and demands in respect of the said flats forever. i.e. for the present as well as for the future.

4. The Applicants state that they shall themselves not raise any claim whatsoever either in respect of the said apartments or the said project.

5. The Applicants have filed a Consumer Complaint against the Society (Elements by Shantilal Co-Operative Housing Society Ltd.) being C.C./47/2023 before the District Consumer Disputes Redressal Commission, Panaji, Goa and presently under Appeal, being F.A./12/2024 before the State Consumer Disputes Redressal Commission, Panaji, Goa respect of which the Applicants undertake not to raise any objections/ claim against the Respondent, in respect of the subject-matter of the said Complaint.

6. The parties agree that the Respondent has filed Writ Petition No. 763/2025 [re-numbered from W.P. No. 2524/2024 (F)] before the Hon'ble High Court of Bombay at Goa challenging the order dated 27.09.2024 to the extent that it directs the Respondent to pay Rs. 20,000/- (Rupees Twenty Thousand only) to the Applicants. The Applicants have no objection whatsoever if such direction is quashed by the Hon'ble High Court of Bombay at Goa and the Applicants undertake to give such no





objection when the matter comes up before the Hon'ble High Court of Bombay at Goa.

7. The parties agree that upon execution of these Terms, neither party shall file any litigation against each other with regards to the subject-matter contained in the present Application/Complainant nor any matter connected hereto.

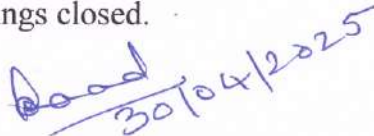
8. The parties declare that the settlement has been arrived at of their own volition and is free force, coercion and pressure. Similarly, the decision makers of the Respondent have arrived at settlement of their own volition, free from force, coercion and pressure.

9. The Applicants and Respondents jointly pray that the present matter may be disposed of by passing a Consent Order in terms of the present Consent Terms."

6. I have perused the records and the consent terms which has been filed by respective parties along with their respective Advocates and I am satisfied that the consent terms have been filed voluntarily. As such, I pass the following:-

### **ORDER**

In view of the consent terms filed at exhibit 809/c and duly signed by the parties along with their respective advocates, I am satisfied that the parties have settled the matter voluntarily and amicably between themselves and the Consent Terms filed by the parties are accepted and the application in Form "B" stands disposed off as per the aforesaid consent terms. Proceedings closed.

  
(Sayonara Telles-Laad)  
Adjudicating Officer,  
Goa RERA