



**GOA REAL ESTATE REGULATORY AUTHORITY**

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FNo: 3/RERA/Complaint(487)/2025/220

Date: 10/02/2026

- 1) **Mr. Jayendra Shah**
- 2) **Mr. Jinit Jayendra Shah**
- 3) **Mr. Rahul Jayendra Shah**

Address 1: 2202, 22<sup>nd</sup> floor, Daffodli Towers CHS Ltd,  
Chincholi Phatak, Malad West, Mumbai,  
Maharashtra-400064.

Address 2: Resident of 159, Wynchgate,  
London, N21 1QT, United Kingdom .....

**Complainants**

V/s

**Mr. Arun Shah**  
**Arun Estates,**  
Address 1: Arun Estate, Bogmalo,  
Vasco, Mormugao, Goa-403806

Address 2: 25, Sudbury Court Drive,  
Harrow, Middlesex, HA13SZ .....

**Respondent**

Ld Adv Nikhil Dhumatkar for the Complainant

**ORDER**

**(Delivered on this 10<sup>th</sup> day of the month of February, 2026)**

The above Complainants filed an online complaint on  
04/07/2025, the brief facts of the complaint are as follows:-

A

1. The Complainants are aggrieved by the delay in handing over possession of the premises identified as Flat bearing No.AS4 and measuring 84.63 sq. mts. in building A at Arun Estates, Bogmalo, Mormugao, Goa which the complainants agreed to purchase from the Respondent for a total consideration of £50,700/- (fifty thousand seven hundred pounds only) amounting to Rs.43,06,458/- (Rupees forty three lakhs six thousand four hundred and fifty eight only) under the Sales Agreement date 13th December 2011 was executed by and between the Complainants No.2 and 3 and the Respondent at 36 Brentvale Avenue, Brent, HA0 1NF, United Kingdom.
2. The Complainant No.1 is the father of the Complainants No.2 and 3 and the Complainants are represented by their duly constituted Attorney Mr. Pritesh Kantilal Shah by virtue of Power of Attorney dated 9th July 2024 executed before the Indian high Commission in London and authenticated by the Collector, North Goa. That the Complainant No.1 is retired in the United Kingdom and the Complainants No.2 and 3 are presently working as an Operations Director and Software Developer respectively. That the Respondent is a Businessman in the United Kingdom.
3. That the Complainants shared a close relationship with the Respondent, being members of the same community based in the United Kingdom to an extent that there was complete trust and faith placed by the Complainants on the Respondent. That the families of the Complainants and the Respondent got to know each other and hence a bond of friendship developed between the parties.



4. That the Respondent during the course of the friendship, represented to the Complainant No.1 that the Respondent had built/was in the process of developing a property in Mormugao taluka, within the jurisdiction of Chicolna - Bogmalo panchayat.
5. That the Respondent further represented to the Complainant No.1 that the said property was bearing survey No.30/12 of Chicolna village and that the Respondent had commenced the process of development of the said property upon having obtained necessary permissions/licenses from the competent authorities, which project has not been registered by the Respondent under the Real Estate (Regulation and Development) Act, 2016.
6. That the Respondent misrepresented to the Complainants and presented a brochure to the Complainants falsely depicting the project to be in a natural ambience with plush living, delectable cuisine, best specifications and other lifestyle amenities like swimming pool, children's play area, landscaped garden, 24 hour security, gated complex with compound wall, etc.
7. That placing complete trust in the representations made by the Respondent and further considering the retirement of the Complainant No.1, the Complainants agreed to purchase one flat in the project proposed by the Respondent in the said property.
8. That the Respondent offered a Flat bearing No.AS4 and measuring 84.63 sq. mts. in building A at Arun Estates, Bogmalo, Mormugao, Goa to the Complainants for a total consideration of ₹50,700/- (fifty thousand seven hundred pounds only) amounting to Rs.43,06,458/- (Rupees forty three lakhs six thousand four hundred and fifty eight only).



9. That accordingly a Sales Agreement date 13<sup>th</sup> December 2011 was executed by and between the Complainants No.2 and 3 and the Respondent at 36 Brentvale Avenue, Brent, HA0 1NF, United Kingdom and also an amount of £12,675/- (twelve thousand six hundred and seventy five pounds only) was paid to the Respondent.
10. That subsequently an Agreement for Sale dated 25<sup>th</sup> January 2013 in respect of Flat bearing No.AS4 and measuring 84.63 sq. mts. in building A at Arun Estates, Bogmalo, Mormugao, Goa was executed by and amongst the Complainants No.2 and 3 and the Respondent. The original agreement is in possession of the Respondent.
11. That though the Complainants paid a total consideration of £50,700/- (fifty thousand seven hundred pounds only), the Respondent prevailed upon the Complainants to mention an amount Rs.20,00,000/- (Rupees twenty lakhs only) as consideration under the above subjected Agreement for Sale.
12. That the Respondent expressly told and convinced the Complainants that since the Agreement was not going to be registered, the entire amount of consideration was not required to be shown in the Agreement.
13. That the Respondent also assured Complainants that since the Complainants had made the payment of the entire consideration through bank transfers, there was no need for the Complainants to worry about the amount mentioned in the Agreement.
14. That considering the relationship shared with the Respondent, the Complainants blindly believed the Respondent without



giving any second thought and executed the Agreement in respect of the said flat.

15. That the Complainants paid the entire consideration, being an amount of £25350/- (twenty five thousand three hundred and fifty pounds only) through First Direct Bank by Cheques and £25350/- (twenty five thousand three hundred and fifty pounds only) through bank transfers from Intelligent Finance Bank, from the current account of the ComplainantNo.1 and his wife.
16. That it was specifically agreed by and between the parties that the possession of the said flat would be handed over to the Complainants within 3 months from the execution of the Agreement for Sale dated 25th January 2013, **i.e. on or before 25th April 2013.**
17. That the Respondent failed to perform as per the representations made at the time when the above mentioned Agreement was executed by and between the parties to an extent that when the Complainants No.1 and 3 visited Goa in the year 2024 the Complainants were shocked to see that actual state of affairs at the project site was far from what the Respondent had represented in the brochure.
18. That though the structure of the building containing the said flat was constructed the Respondent failed to provide such amenities such as swimming pool, garden, etc and specially in the same building 3 other flats were booked by friends of respondent and complainant Mr. Salesh Shah and Mr. Ratilal Shah, were also in the same boat as the Complainant. And who have decided to initiate appropriate proceedings against the Respondent. That



the said Mr. Shailesh Shah and Mr. Ratilal have also paid the entire amounts of consideration to the Respondent.

19. That every time the Complainants and the said Mr. Shailesh Shah and Mr. Ratilal Shah confronted the respondent with the status of project and unfinished work of construction of the remaining buildings and the common amenities, the Respondent would escape by giving reasons of unavailability of labour work force, construction material, etc.
20. That the Complainants being based in United Kingdom and considering the long standing relationship shared with the Respondent, the Complainants blindly trusted the Respondent and patiently awaited completion of the project.
21. That the Respondent took advantage of the fact that the Complainants were permanent residents of the United Kingdom and also the fact that the Complainants had entered into the Agreements for the purpose of retirement of the ComplainantNo.1.
22. That thereafter Complainants No.1 and 3 visited Goa in the year 2019 and even stayed at the said flat, in spite of the same not being complete as promised by the Respondent, as the Complainants would save costs on accommodation in Goa.
23. That the Complainants also felt the need to stay in the said flat during their visits to Goa as the Complainants had invested in the same for the very purpose of having a home in Goa during their visits.
24. That the Complainants were continuously pursuing with the Respondent to complete the project and execute the Sale Deed in



respect of the said flat in favour of the Complainants, however the Respondent on each and every occasion managed to prevail upon the Complainants that there was no urgency in doing so and that the Complainants could use the same as and when as desired.

25. That the Respondent also assured the Complainants that as soon as the entire project was complete, the Respondent would start the process of execution of sale deeds in respect of all the flat purchasers.
26. That the ComplainantNo.1 finally by way of abundant caution addressed an email dated 5th November 2019 to the Respondent requesting the Respondent to complete the process of execution of the sale deed in respect of the said flat.
27. That the Agreement executed by the parties in respect of the said flat being an unregistered agreement, the ComplainantNo.1 expressed his desire to execute the sale deed in his own name.
28. That the ComplainantNo.1 was completely shocked to receive a written communication dated 28<sup>th</sup> November 2019 from the Respondent thereby demanding a total of £53,869.95 (fifty three thousand eight hundred and sixty nine pounds and ninety five only).
29. That the Respondent in spite of claiming such exorbitant amounts from the Complainants failed to give a detailed break up for such claim and malafidely proceeded to institute a civil suit against the Complainants No.2 and 3 in the Court of the Civil Judge Senior Division at Vasco bearing S. C. S. No.6/2020/A.



30. That the Respondent has not provided any documents in support of his claim for the exorbitant amounts claimed in S. C. S. No.6/2020/A and the Respondent maliciously raised such a baseless and false claim against the Complainants No.2 and 3 for the sole purpose of extorting money from the Complainants.
31. That the Respondent chose to initiate the said civil suit against the Complainants No.2 and 3 only after the father of the said Complainants was constrained to initiate certain legal proceedings against the Respondent in the United Kingdom for recovery of a friendly loan given by the father of the said Complainants to the Respondent, wherein the father of the said Complainants was successful.
32. That the Complainants No.2 and 3 have duly filed their written statement in S. C. S. No.6/2020/A.
33. That there was absolutely no contact, either telephonically, through emails, or otherwise, between the Respondent and the Complainants No.2 and 3 after 28th May 2019 due to the ongoing litigation between the Complainant No.1 and the Respondent in the United Kingdom.
34. That in the background of the above facts, when the Complainants No.1 and 3 visited Goa and the said flat in the month of January 2024, to the utter shock and astonishment of the Complainants, the Complainants were informed by the manager/caretaker, Mr. Nageshwar Rao, that the Respondent had already put up the said flat for sale to third persons and had illegally and high handedly emptied the entire flat of all its furniture and fittings, thereby frustrating the contract.



35. That therefore the Respondent committed a fraud upon the Complainants in spite of having a valid and subsisting agreement with the Complainants.
36. That further therefore the Complainants immediately consulted their lawyer and were constrained to address a legal notice dated 13th February 2024 (wrongly mentioned as 13th February 2023 on the notice) to the Respondent at the local address as well as the address of the Respondent in the United Kingdom.
37. That the said legal notice was sent to the Respondent by registered post acknowledgment due to both the addresses, however the Respondent was duly served at the address in the United Kingdom and the one sent at the local address was returned to the endorsement dated 21st February 2024 "Refused by Party".
38. That the Respondent was also duly served with the legal notice via email at his email address at [dealltd@btinternet.com](mailto:dealltd@btinternet.com).
39. That the Respondent has purposely evaded the service of the legal notice at the local address in order to avoid any liability under the Agreement for Sale dated 25th January 2013 and further in order to defraud the Complainants and misappropriate the money received under the same.
40. The Respondent has also not complied with section 3 of The Real Estate (Regulation and Development) Act, 2016, where the project "ARUN ESTATES" was ongoing on the date of



commencement of this Act and completion certificate for the same was not issued.

41. The Respondent contravened the provisions of Section 13 of the Act by accepting the entire consideration of the said premises.
42. The Respondent has also not to complied with section 16(3) of The Real Estate (Regulation and Development) Act, 2016, where any insurance obtained by the promoter from the Government should be transferred to the benefit of the allottees at the time of promoter entering into an agreement for sale with the allottee.
43. The Complainants are entitled to receive compensation for the total period of delay caused in completion of the construction of the "Arun Estates" from the date of entering into the agreement i.e. Sales Agreement date 13th December 2011 till the present date along with the monthly compensation i.e. Rs.30,000/- (Rupees thirty thousand only) per month alongwith interest till the possession is delivered as per proviso of section 18(1) of The Real Estate (Regulation and Development) Act, 2016.
44. The Sales Agreement date 13th December 2011 is legal and binding contract between the Complainants and the Respondent.
45. The construction is being undertaken in a high value commercial property.
46. The complainants are allottees and the Respondent is a promoter within the meaning of the Real Estate (Regulation and Development) Act, 2016.



47. The Respondent has failed and neglected to perform his functions and duties as prescribed under Section.11 of the Act and also is obligated to suffer the penalty as prescribed under Sc. 12 of the Act for having made false statements in the brochure of the project thereby entitling the Complainants for compensation.
48. The completion certificate was not issued as on the date of coming into force of the Act and therefore the project is governed by RERA.
49. The complainants are therefore entitled to protection and reliefs available under the Real Estate (Regulation and Development) Act, 2016 as a beneficiary of the beneficial legislation.

**50. Relief sought:-**

- A. That impose maximum penalty on the Respondent as per Section.59 read with Section.3 of The Real Estate (Regulation and Development) Act, 2016, as the project "Arun Estates" was ongoing on the date of commencement of this Act and for which the completion certificate has not been issued and was not registered as required under the Act inspite of being required to be so registered under the purview of The Real Estate (Regulation and Development) Act, 2016;
- B. That as per Section.18 of The Real Estate (Regulation and Development) Act, 2016, refund of the entire amounts paid by the Complainants to the Respondent along with the prescribed interest;



- C. That as per Section.18 of The Real Estate (Regulation and Development) Act, 2016, compensation for the total period of delay caused in completion of the construction of the “Arun Estates” from the date of entering into the agreement till the present date i.e. Rs.30,000/- (Rupees thirty thousand only) per month alongwith interest till the possession is delivered.
- D. For refund of the entire consideration of Rs.43,06,458/- (Rupees forty three lakhs six thousand four hundred and fifty eight only) alongwith commercial interests from the date of payment till the date of actual refund.
- E. For such other reliefs as may be deemed fit and proper in the facts and circumstances of the case.

51. (A)

**Points for determination**

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

<b>Sr. No.</b>	<b>Points for determination</b>	<b>Findings</b>
<b>1.</b>	Whether the said Complaint is maintainable?	As per final order

51.(B) Notice dated 08/07/2025 was issued to the Complainant and the Complainant’s advocate was asked to clarify

- 1) Whether the said project is registrable?
- 2) Reason for delay in filing of complaint?
- 3) Arguments on maintainability were also heard.

52. The Complainant’s advocate submitted memo of synopsis of events and written synopsis dated 02/12/2025. The Complainant placed on record several documents along with a memo dated 06/11/2025 which documents clearly showed that the project required RERA



registration and that part occupancies in respect of the project were issued as late as in the year 2023 and 2025.

Further complainant also stated that there is no limitation prescribed for filing complaints under the Act. The Complainant has relied on the following judgements:

- [a] (1999) 6 SCC 627 – **Francis B. Martins and anr. v/s Mafalda Maria Teresa Rodrigues (Mrs.)**
- [b] (2000) 1 SCC 586 – **Lata Construction Vs Rameshchandra Ramniklal Shah.**
- [c] **App. No. AT00600000053405 before Maharashtra Real Estate Appellate Tribunal – Bijon Dhirendra Talukdar v/s Dhruva Woolen Mills Pvt. Ltd.**

53. Further Section 18 RERA Act neither expressly nor impliedly envisages Allottee to take resort to Section 18 as opined by the Authority. It simply recognizes Allottees' right to refund on delay in possession without stipulating any time limit for taking steps to seek reliefs as provided thereunder. On the contrary, if analysed carefully, the Section casts obligation on Promoter that in case of delay in possession, 'he shall be liable, on demand', in case the allottee wishes to withdraw from the project, to return the amount received by it. Also, it nowhere contemplates that Allottees must straightway approach the Authority to raise their grievance on a particular time.

[d] **Appeal No. AT0060000002113729 - M/s. Siddhitech Homes Pvt. Ltd. v/s Karanveer Singh Sachdev**

[e] **Filing No.3/(Rera)/Complaint(298)/2021/845 – Anil Baburao Waigankar v/s Uday Ghanshyam Naik –**



**Primary issue is on the maintainability of the Complaint .**

54. As the origin of the transaction in this matter , as indicated by documents submitted, was 2011. Payments have been made between 2011 to 2013. The part Occupancy Certificates in 26/06/2013 and, then on 06/04/2016. Further, at Para 2(y) of the Complaint dated 06/08/2025, the Complaint states that “That thereafter Complainants No.1 and 3 visited Goa in the year 2019 and even stayed at the said flat, in spite of the same not being complete as promised by the Respondent, as the Complainants would save costs on accommodation in Goa”. (Para 22 and 23) Further that a related matter was pursued (See Para 31) in the United Kingdom & in Civil Courts in India (See Para 29 and 30). All the above, commutatively raised a doubt as to whether the case/ cause of action of this complainant, qualifies to be considered under RERA which came into effect in 2017.

55. To clarify the above stated doubt, the complainant has submitted Occupancy Certificate of 08/02/2023 & 25/03/2025, construction license of 20/04/2022 as proof of Arun Estates being a “ Continuing Project” as of 2018.

56. However the documents produced , especially part Occupancy Certificate and the fact of actual “stay” in the flat in 2019, potentially divides the matter into two distinct legal time lines, ie:

- a) Evidence suggests that “Arun Estate” by virtue of Occupancy Certificate dated 25/03/2025 and Construction License dated 20/04/2022 could be an “Ongoing project” requiring registration and hence builder is in default.
- b) But evidence on record also suggests that the part of the project received Occupancy in 2013 & 2016 itself. Then those portion of the project /building are to interpreted as a Completed phase of the project.



57. The Complainant's unit is labelled in the Complaint as "Flat bearing No. AS4, in building A and admeasuring 84.63 sq mts. The attached copy of the brochure and Agreement for Sale all reflect Flat AS4 in Building 'A'. However, this numerical description of the flat does not find mention explicitly in Occupancy Certificate of 25/03/2025, Occupancy Certificate of 08/02/2023, Occupancy Certificate of 26/06/2013 and Occupancy Certificate of 06/04/2016. Further, in the copies of Construction Approvals and renewals, again this description of the flat is not locatable. Despite repeated opportunities the Complainant could not conclusively establish otherwise.

58. Accordingly, based on the supplied documents, a similarity of the description of the flats in issue, in terms of area of 84.63 sq mts, was noticed in the following sense.

- (a) Occupancy Certificate of 25/03/2025 has an attachment listing 18 units, none of which has an area of "84.63 sq mts".
- (b) Occupancy Certificate of 08/02/2023 explicitly limits itself to "Multi family dwelling Building 'B'" and its attachment lists of 16 units, none of the units measures 84.63 sq mts.
- (c) Occupancy Certificate of 26/06/2013, while not mentioning "Building A", yet in its lists of 12 house numbers it has 6 units described as 93/2 UG3, 93/2 UG4, 93/2 FF3, 93/2 FF4, 93/2 SF3, 93/2 SF4, all measuring 84.63 sq mts. Remaining 6 units are of different sizes.
- (d) Occupancy Certificate of 06/04/2016, again has a list of 6 units, but none of 84.63 sq mts.
- (e) Construction renewal dated 20/04/2022, explicitly states Building Block "B" "C" & "D".
- (f) Construction renewal dated 08/06/2018 only speaks of "Compound Wall".

59. Therefore, by elimination, it would appear that the complainant's flat received Occupancy in 2013. This surmise is further bolstered by Para 2 (t) of the Complaint, which states that, "in the same building 3 other flats were booked by friend of Respondent and the Complainant, namely Mr. Shailesh Shah and Mr. Ratilal Shah, who are sailing in the same boat". It is noted that Shri Shailesh Shah has filed a separate Complaint on same date and the counsel is common to both. That all core documents in this Complaint ie. Agreement for Sale, Occupancy Certificates, payment receipt, conclusively date back to 2011 to 2013. Further, is the admission by the Complainant of actually staying in the Flat in 2019. And, further, admission at Para 18 above of building being completed and amenities like swimming pool, garden, etc were remaining. It is also suggestive of an entirely informal transaction based relationship, including admission of payment made not capturing the real cost of the flat (See Para 11 and 12). Para 12 confirms a consent on keeping documents unregistered and under valued raising further concerns of credibility. The fact of civil proceeding initiated in United Kingdom and in India, all in all, suggest that the matter is rightfully being pursued in the relevant forums.

60. The Section 2(b) of the Real Estate (Regulation and Development), Act, 2016 has a direct bearing/ implication of a promoter having obtained a completion certificate. In cases like the present one, where the transaction commenced as early on 2011, the reality of part Occupancy certificate's in 2013 have to be accounted for in defining the extent of what is/can be covered in the definition of an "ongoing project". Accordingly, this particular claim of complainant to be treated as "allottee" in an ongoing project, does not muster approval on the facts of the case as the Occupancy Certificate is of 26/06/2013 (See Para 58(

H)

c ) and a physical possession is confirmed in 2019 by the Complainant themselves. Thus even if other portion of the project are ongoing, it does not work to confer a claim under RERA, for the complainant. Thus their grievance are to be pursued with the other relevant/appropriate forums, which are indicated to be in play.

61. This above determination would be independent of consideration of Goa RERA to treat the same as a “complaint at large”, of a registrable project not registered and with respect to phases/ portions whose “Occupancy Certificate’s” came after RERA came into effect, and, then, initiating action as deemed fit.

Having said so, I pass the following:

### **ORDER**

- a) In terms of the evidence and the documents produced, the complaint is not maintainable under Real Estate (Regulation and Development) Act, 2016 and thus the reliefs sought by the complainant cannot be granted and hence this complaint is dismissed.
- b) In view of the above, the Complainant is free to seek redressal in the other forums that may be applicable.



**Dharmendra Sharma, IAS(Retd)**  
**Chairperson, Goa RERA**