GOA REAL ESTATE REGULATORY AUTHORITY
101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001Goa
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F.No:1/RERA/Enfor.Auth.Comp.(294)/99/2023/ 1729 Date: 20/11/2026

Coram: Shri Vincent D'Silva, Hon'ble Member, Goa RERA.

Bhiva Madso Gawas,

F2, Pandurang Niwas,

Near Soda Factory, Shantinagar,

Ponda, Goa-403401. **.....Complainant**

Versus

Uday Ghanshyam Naik

Address 1: GNC Group, 12/G Nirmal Nagar CHS,

Opp. IOC Petrol Pump

Mira Bhayandar Road, Mira road east,

Thane Maharashtra-401107.

Address 2: R/o. B/1, 604, New Ashok Nagar,

Bapu Paranjape Marg, Near Vazira Naka,

Borivali (W), Mumbai-400092.

Address 3: Having its site office at GN Legacy I

(Under Construction), Survey No. 148/1F,

Durgabhat, Opp. Gurkul School,

Upper Bazar, Ponda Goa-403401. **.....Respondent**

Ld. Advocate Gaurang Panandiker for the complainant.

Ld. Advocate Vallabh D. Pangam for the respondent.

ORDER

(Delivered on this 20th day of the month of November, 2026)

The Authority received a letter from the Court of Ld. Adhoc District Judge-2 and ASJ, Merces, in the present case stating that the decree holder has filed an application seeking permission to take immediate possession of the flat and that after perusing that said application, the Court has passed an Order dated 08.05.2026 directing the Authority to decide the matter in terms of quantum of balance consideration payable by the decree holder with respect of the Agreement for sale dated 27.07.2017.

2. Pursuant to the letter from Ld. Adhoc District Judge-2 and ASJ, Merces, notices were issued to both the parties. The parties however have not filed any reply.

3. Arguments heard. Notes of written arguments came to be filed by the respondent.

4. My predecessor vide order dated 16.11.2022 directed the respondent to give possession of the flat No.304 in the C wing of the project, G.N. Legacy-I situated in Ponda, North Goa to the

complainant after obtaining occupancy certificate as per the terms of the Agreement for sale executed on 27.07.2017 and registered on 08.08.2017, within eight months from the date of the order, as the Ld. Advocate for the respondent has submitted that the respondent will be able to complete the project and handover its possession to the complainant within eight months.

5. The Authority thereafter issued a letter to the Hon'ble Principal District Judge, District and Sessions Court, Panaji, North Goa for execution of the order dated 16.11.2022 passed by the Goa Real Estate Regulatory Authority under Section 40(2) of the Real Estate (Regulation and Development) Act. 2016 read with Rule 4 of The Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of complaints and Appeal etc) Rules, 2017.

6. It is well settled that the Authority has no jurisdiction to review its own order as held in a case between ***Prabhu Construction, Rep. by Venkatesh Narayan Prabhu V/s State of Goa Thr. Chief Secretary and 38 Others dated 09.01.2023,*** wherein it is held that in so far as the State of Goa is concerned, the Goa Real Estate Regulatory has no power of review.

7. Needless to mention, the Order 16.11.2022 passed by my predecessor has not been challenged by either of the parties before the Appellate authorities concerned and therefore, the direction to the respondent to give possession of the flat No.304 in the C wing of the project, G.N. Legacy-I situated in Ponda, North Goa to the complainant after obtaining occupancy certificate as per the terms of the Agreement for sale executed on 27.07.2017 sustains and the same has to executed by the Hon'ble Court of Ld. Adhoc District Judge-2 and ASJ, Merces, Judge in terms of law as stated above. The Authority, once order is passed and not set aside by the Appellate Authority, becomes 'functus officio' and is not permitted to travel beyond the order passed by then Authority.

8. Moreover, my predecessor has not decided the balance consideration as payable to the respondent but has categorically ordered that the respondent be directed to handover possession of the said premises. The respondent had not raised a claim under Section 19(6) of the Act during the proceedings before RERA. The respondent is at liberty to file a complaint under Section 19(6) of RERA, if he so desires. The Authority therefore does not have jurisdiction to entertain and decide any matter/issue in the same proceedings and hence, the

direction to decide the matter in terms of quantum of balance consideration payable by the decree holder with respect of the Agreement for sale dated 27.07.2017 is preposterous nor do the same impede the execution proceeding pending before the Hon'ble Court of Ld. Adhoc District Judge-2 and ASJ, Merces.

9. The Hon'ble Court of Ld. Adhoc District Judge-2 and ASJ, Merces, is required to execute the Order passed by my predecessor under Section 40(2) of the Real Estate (Regulation and Development) Act. 2016 read with Rule 4 of The Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of complaints and Appeal etc) Rules, 2017 as the Hon'ble Principal District Judge has all powers under Section 5 of the Goa Civil Courts Act, 1965 to execute the contractual obligations between the parties without referring to the application made by the parties.

10. Having said so, I pass the following:

ORDER

i. The Hon'ble Court of Ld. Adhoc District Judge-2 and ASJ, Merces, shall decide the Execution Proceedings No.262/2023 in terms of law.

ii. The parties shall appear before the Hon'ble Court of Ld. Adhoc District Judge-2 and ASJ, Merces, on 11.12.2026 at 10.00 a.m. and participate in the said execution proceedings.

iii. The respondent is at liberty to file a complaint under Section 19(6) of RERA, if he so desires.

20-11-2026

(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.
Date: 20.11.2026