



GOA REAL ESTATE REGULATORY AUTHORITY

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FN: 3/RERA/Complaint(488)/2025/219

Date: 10/02/2026

Sailesh Shah

Address 1: 804, City Plaza, Magob,
Surat City, Gujrat, Surat – 395010.

Address 2: Eleventh Road, London, N134SJ,
Represented by his POA Holder

Mr. Rushabh Gosrani

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Complainant

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

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Respondent

Ld Adv Nikhil Dhumatkar for the Complainant

ORDER

(Delivered on this 10th 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:-

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1. The Complainant is aggrieved by the delay in handing over possession of the premises identified as Flat bearing No.AS3 and measuring 84.63 sq. mts. in building A at Arun Estates, Bogmalo, Mormugao, Goa (hereinafter referred to as the SAID PREMISES) which the Complainant agreed to purchase from the Respondent for a total consideration of £54,400/- (fifty four thousand four hundred pounds only) amounting to Rs.56,03,200/- (Rupees fifty six lakhs three thousand and two hundred only) under an **oral Agreement** entered into by and between the Complainant and the Respondent in the United Kingdom.

2. That the Complainant is retired and presently living in the United Kingdom and is represented for the purpose of this suit by his duly constituted attorney MR. RUSHABH GOSRANI.

3. That the Respondent is a Businessman in the United Kingdom and the Complainant shared a close relationship with the Respondent since 1976, being extremely close friends and members of the same community based in the United Kingdom to an extent that there was complete trust and faith placed by the Plaintiff on the Defendant. That the families of both parties 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 that he had built/was in the process of developing a property in Mormugao taluka, within the jurisdiction of Chicolna – Bogmalo panchayat. That the Respondent further represented to the Complainant 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.

5. That the Respondent misrepresented to the Complainant by presenting a brochure and 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 hours security, gated complex, with compound wall, etc.

6. That placing complete trust in the representations made by the Respondent and further considering the fact that other friends of the Complainant in the United Kingdom were also purchasing flats in the same project of the Defendant, the Complainant agreed to purchase one flat in the project proposed by the Respondent in the said project.

7. That the Respondents offered a Flat bearing No.AS3 and measuring 84.63 sq. mts. in building A at Arun Estates, Bogmalo, Mormugao, Goa to the Complainant for a total consideration of £54,400/- which amount included the costs of furniture and fittings as per the choice of the Plaintiff. Accordingly an oral Agreement came to be entered into by and between the Plaintiff and the Defendant in the United Kingdom on or about July 2013. Subsequently the Complainant requested the Respondent to execute a formal agreement in order to put in writing the clear understanding between the parties, however, the Respondent convinced the Complainant that since the payments were made through Bank accounts, there would be no need for a written contract and that the Respondent would directly execute a sale deed in respect of the said flat in favour of the Complainant. And therefore though the Complainant paid a total consideration of £54,400/- (fifty four thousand four hundred pounds only), the Respondent prevailed upon the Complainant to directly get the sale deed in respect of the said flat executed in favour of the Complainant instead of executing an Agreement for

Sale on the pretext that the Complainant would entail unnecessary legal costs.

8. That the Respondent expressly told and convinced the Complainant that since there existed an amicable and extremely cordial relationship between the parties, a formal written Agreement was not required to be executed.

9. That the Respondent also assured the Plaintiffs that since the Complainant had made the payment of the entire consideration through bank transfers, there was no need for the Complainant to worry about the amount paid by the Complainant to the Respondent.

10. That considering the relationship shared with the Respondent, the Complainant blindly believed the Respondent without giving any second thought and decided to proceed with the purchase of the said flat.

11. That the Complainant paid the entire consideration, being an amount of £10000/- (ten thousand pounds only) paid on 25th November 2013, £10000/- (ten thousand pounds only) paid on 12th June 2014, £10000/- (ten thousand pounds only) paid on 11th August 2014 £10000/- (ten thousand pounds only) paid on 15th September 2014 and £14400/- (fourteen thousand four hundred pounds only) paid on 8th March 2017 through his Banks in the United Kingdom, from the current account of the Complainant and his wife.

12. That it was specifically agreed by and between the parties that the possession of the said flat would be handed over to the Complainant within 3 months from the payment of the last installment paid by the Complainant.

13. That the Respondent failed to perform as per the representations made at the time when the above mentioned Agreement to an extent that when the Complainant visited Goa in the year 2024, the Complainant were shocked to see that actual state of affairs at the project site was far from what the Respondent had represented in the brochure.

14. That the said flat was constructed, the Respondent had failed to provide the amenities such as swimming pool, gardens etc. and specially when in the same building. 3 (three) other flats were booked by friends of the Respondent and Complainants, namely Mr. Jayendra Shah and Mr. Ratilal Shah, who are also sailing in the same boat as the Complainant and who have also decided to initiate appropriate proceedings against Respondent.

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

16. That every time the Complainant and the said Mr. Jayendra Shah and Mr. Ratilal Shah confronted the Respondent with the status of the project and the unfinished works 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.

17. That the Complainant being based in United Kingdom and considering the long standing relationship shared with the Respondent, the Complainant blindly trusted the Respondent and patiently awaited completion of the project.

18. That the Respondent took advantage of the fact that the Complainant was a permanent resident of the United Kingdom and also the fact that the Complainant had not

insisted upon executing a formal written agreement in respect of the said flat.

19. That thereafter Complainant visited Goa in the year 2019 and even thereafter and stayed at the said flat, in spite of the same not being complete as promised by the Respondent, as the Complainant would save costs on accommodation in Goa.

20. That the Complainant also felt the need to stay in the said flat during their visits to Goa as the Complainant had invested in the same for the very purpose of having a home in Goa during his visits alongwith his family.

21. That the Complainant was continuously pursuing with the Respondent to complete the project and execute the Sale Deed in respect of the said flat in his favour, however the Respondent on each and every occasion managed to prevail upon the Complainant that there was no urgency in doing so and that the Complainant could use the same as and when as desired.

22. That the Respondent also assured the Complainant that as soon as the entire project was complete, the Respondent would start the process of execution of the sale deeds in respect of all the flat purchasers.

23. That the Complainant and his wife also communicated with the Respondent requesting the Respondent to complete the process of execution of the sale deed in respect of the said flat, however the Respondent unlawfully and illegally raised claims of exorbitant amounts as being due and payable by the Complainant to the Respondent.

24. That there being no formal written Agreement executed by the parties in respect of the said flat, the Complainant expressed his desire to execute the sale deed in his own

name, however the Respondent chose to address a letter dated 27th November 2019 to the Complainant illegally and high handedly claiming an amount of £4,266/- (four thousand two hundred and sixty six pounds only) from the Complainant.

25. That in the background of the above facts, when the Complainant visited Goa and the said flat in the month of January 2024, to the utter shock and astonishment of the Complainant, the Complainant was informed by the manager/caretaker, Mr. Nageshwar Rao, that the Respondent had already sold the said flat to third persons, thereby frustrating the contract.

26. That the Complainant also saw that the said flat was presently put in possession of third persons by the Respondents, who were occupying the same and had made changes to the said flat by installing Air Conditioners, etc.

27. That therefore the Respondents committed a fraud upon the Complainant in spite of having a valid and subsisting agreement with the Complainant.

28. That further therefore the Complainant 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.

29. 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". That the Respondent was also duly served with the legal notice via email at his email address at

dealltd@btinternet.com.

30. 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 and further in order to defraud the Complainant and misappropriate the money received under the same.”

31. That the Complainant has filed a civil suit against the Respondent before the Civil Judge at Vasco which is registered as S.C.S. No 10/2025/A.

32. 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.

34. The Respondent contravened the provisions of Section 13 of the Act by accepting the entire consideration of the said premises.

35. 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.

36. The Complainant is 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. oral Agreement of July 2013 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.

37. The oral Agreement of July 2013 is legal and binding contract between the Complainant and the Respondent.

38. The construction is being undertaken in a high value commercial property.

39. The Complainant are allottees and the Respondent is a promoter within the meaning of the Real Estate (Regulation and Development) Act, 2016.

40. 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 Complainant for compensation.

41. 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.

42. The Complainant is therefore entitled to protection and reliefs available under the Real Estate (Regulation and Development) Act, 2016 as a beneficiary of the beneficial legislation.

43. **RELIEF SOUGHT:**

- A. That impose maximum penalty on the Respondent as per Sc.59 read with Sc.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 Complainant to the Respondent alongwith 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.56,03,200/- (Rupees fifty six lakhs three thousand two hundred 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.

44. **Points for determination**

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

Sr. No.	Points for determination	Findings
1.	Whether the said Complaint is maintainable	As per final order

Notice dated 18/07/2025 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.
45. The Complainant's advocate submitted memo of synopsis of events dated 26/11/2025 and written synopsis dated 02/12/2025. The Complainant placed on record several documents along with a memo dated 06/11/2025 which documents purported to show 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.
46. 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..AT006000000053405 before Maharashtra Real Estate Appellate Tribunal – Bijon Dharendra Talukdar v/s Dhruva Woolen Mills Pvt. Ltd.**
47. 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 .

48. The origin of the transaction in this matter is entirely an “Oral Agreement” of 2011 and thus having no verifiable details of terms and conditions. As indicated by documents submitted, bulk payments were made between 2013 to 2014 in the United Kingdom. Further, the documents reflect part Occupancy Certificate in 26/06/2013 and then in 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”. “Further, that this specific matter is pending in Civil Court in India (Para 31 above). 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.

49. 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.

50. 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.

51. The Complainant’s unit is labelled in the Complaint as “Flat bearing No. AS3, in building A and admeasuring 84.63 sq mts. The attached copy of the brochure and Agreement for Sale all reflect Flat AS3 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.

52. 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”.

53. 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. Jayendra Shah and Mr. Ratilal Shah, who are sailing in the same boat”. It is noted that Shri Jayendra Shah has filed a separate Complaint on same date and the counsel is common to both. That all core documents in this Complaint ie. Occupancy Certificate, suggestive payment evidence, conclusively date back to 2013 to 2014 and one in 2017. Further, is the admission by the Complainant of actually staying in the Flat in 2019 and thereafter(Para 20 above). The

fact of civil proceeding already initiated in India, all in all, suggest that the matter is rightfully being pursued in the relevant forums.

54. 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 & 2016 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(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 any claim under RERA in favour of complainant. The entire case is based on the retrospective narrative of series of non formal transactions dehorng documentation such as Agreement for Sale or Sale Deed or Schedule of payment or such relevant details, which, even in pre RERA time lines, would normally have come into existence. As noted on para 7 above , complainant volunteered to dehor documentation to save "unnecessary legal cost". Thus his grievance is to be pursued with other relevant forums, which are indicated to be in play (See Para 31 above).

55. 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**