



GOA REAL ESTATE REGULATORY AUTHORITY
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F.No:4/RERA/Adj. Matters (122)/2024/963

Date: 31/07/2025

BEFORE THE ADJUDICATING OFFICER

Mr. Tushar Hasmukh Raval,

S/o Mr. Kasmukh Raval,

Aged 42 years, Married,

Service, Indian National,

R/o Flat No. 512, 5th Floor,

Elements by Shantilal

Near Joggers Park,

Airport Road, Chicalim,

Mormugao, Goa, 403711.

.....Applicant

Versus

M/s Shantilal Real Estate Services,

Represented by partners,

1. Mr. Ashwin Cholera,

2. Hemant Cholera,

C/o 301, 3rd Floor, Anand Trade Centre,

Next to MMC building,

Vasco Da Gama, Goa 403802.

.....Respondent

Ld. Advocate Shri Narayan Pai representing the applicant.

Ld. Advocate Sowmya Drago representing the respondent.

ORDER

(Delivered on this 25th day of the month of July, 2025)

The applicant filed the present application in Form 'B' against the respondent stating that he is a bonafide member of Elements by Shantilal Co-Op Housing Society Ltd. and Owner of all that Flat bearing no. 512, admeasuring an area of 143.08 sq. mts. of super built up area, situated on the 5th floor of building known as Elements by Shantilal at Chicalim, Mormugao, Goa.

2. Further that, first year after handover of the possession of the said flat it was noticed that there were several issues with the said flat, majority being the problem of leakages and dampness. That, the issues of the said flat was brought to the notice of the respondent on several occasions, but despite several communications, the respondent has only shown moonshine concerns towards the issues.

3. The applicant stated further that the respondent only provided false assurance that the team of NINA Percepts Pvt. Ltd. who are concerned with respect to waterproofing of the entire building would rectify all the leakages problems as they have provided a 10 years warranty period for the work of water proofing done in the said project. However, till date nothing has been done either by the respondent or Nina Percepts to resolve the issue. Further that the respondent being the builder/ developer is giving inexcusable reasons time and again which smacks lack of integrity in completing the promises which has resulted in complete despair, chaos and distress to the applicant.



4. The applicant further stated that he appointed an Independent Expert/ Audit Agency i.e. M/s Ideal Homes, a well known entity in field of structural rehabilitation and water proofing expert and civil contractors and the agency in the month of October, 2022 inspected the flat and accordingly submitted their report to the applicant stating the reason of defects and underlining majorly is for the reason of poor workmanship and waterproofing defects. That this fact was brought to the knowledge of the respondent but time and again respondent is interested in only shedding their duty and responsibility by blaming others.

5. The applicant further stated that the act of the respondent of negligence, structural defects, use of sub-standard material for construction and shedding away from their responsibility of being responsible in complying statutory obligations under the RERA Rules only makes it crystal clear that the respondent has failed in performance of their part of promise and is guilty of deficient services, unfair trade practice and negligence.

6. The applicant thus seeks compensation and Order as under:-

(a) directing the respondents to pay an amount of Rs. 10,00,000/- (Rupees Ten Lakh only) to the applicant which shall include the cost of repairs and as damages for mental torture, harassment and as a deterrent.

(b) Costs

(c) Any other order as deemed fit.

7. The respondent in their Affidavit-in-reply at exhibit 390/c has stated that



the applicant has approached this Officer with unclean hands and has made gross misrepresentations which were found out when the inspection was carried out by the respondent, along with the expert engaged by the respondent namely, Dr. K. G. Guptha, Consulting Civil Engineer, who has submitted a report with affidavit in support thereof. The respondent further stated that Dr. Guptha carried out inspection of all the areas that have been mentioned in the report of M/s Ideal Homes. That the photographs submitted by Dr. Guptha along with his comments and remarks clearly indicate that in the areas identified in the report of M/s Ideal Homes, there are no leakages and dampness, and further there are no damages and cracks on ceilings and beams/columns.

8. The respondent further stated that there is no cause for grievance and that there were some minor teething issues in some of the other flats in the said project, which though did not qualify as 'defect' under the Act of 2016, however were promptly rectified by the respondent.

9. Both Parties filed their Affidavit- in –Evidence and which are on record. During the proceedings, both the parties along with their respective Ld. Advocates, voluntarily and amicably settled the matter amongst themselves by filing duly signed Content Terms which are reproduced as under:-



CONSENT TERMS


- “1. The Applicant has received from the Respondent, the sum of Rs. 4,00,000/- (Rupees Four Lakhs only) vide two separate cheques being Rs. 2,00,000/- (Rupees Two Lakhs only) No. 000502 dated 25.07.2025 and Rs. 2,00,000/- (Rupees Two Lakhs only) No. 000503 dated 26.09.2025, both drawn on I.C.I.C.I. Bank towards full and final settlement of all demands/ grievances that the Applicant has or has had in respect of the Apartment/Flat no. 512, which is the subject-matter of the present Application/ Complaint.
2. The Applicant declares, accepts and admits that upon receipt of Rs. 4,00,000/- (Rupees Four Lakhs only) the Applicant has no claim whatsoever in respect of Apartment/ Flat no. 512 against the Respondent, and there are no claims pending in respect of Apartment/Flat No. 512 before any other forum/Court.
3. The Applicant states that in light of receipt of the sum of Rs.4,00,000/- (Rupees Four Lakhs Only) mentioned hereinabove, the Applicant discharges the Respondent from all claims and demands in respect of the said flat forever i.e. for the present as well as for the future.
4. The Applicant states that he shall himself, through his representatives, heirs etc. not raise any claim whatsoever either in respect of the said apartment or the said project.



5. The respondent clarifies that the payment made under these Consent Terms is purely to amicably resolve the present dispute and avoid prolonged litigation, and shall not be constructed as an admission of any fault, defect, deficiency, liability, or wrongdoing of any nature whatsoever in respect of the said apartment/ flat no. 512 or the project in general. The parties further agree that these Consent Terms, including their contents and the fact of settlement, shall remain strictly confidential and shall not be disclosed, published, or relied upon in any other proceedings whether related or unrelated-before any forum, authority, or court. This document shall not be construed as a precedent or acknowledgment for any purpose other than for disposal of the present matter before the Goa Real Estate Regulatory Authority.

6. The parties agree that the Respondent has filed Writ Petition No. 768/2024 [re-numbered from W.P No. 2143/2024 (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 applicant. The Applicant has no objection whatsoever if such direction is quashed by the Hon'ble High Court of Bombay at Goa and the applicant undertakes to give such no objection when the matter comes up before the Hon'ble High Court of Bombay at Goa.

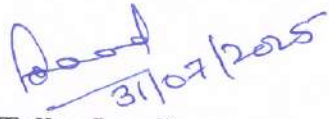
7. The parties agree that upon execution of these Terms, neither party shall file any litigation against each other with regards to the subject-matter contained in the present Application/Complaint nor any matter connected hereto.



8. The parties declare that the settlement has been arrived at by the Applicant of his own volition and is free from 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 Applicant and Respondent jointly pray that the present matter may be disposed of by passing a Consent Order in terms of the present Consent Terms.”
10. I have perused the records and the above consent terms which has been filed by respective parties along with their 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 above at exhibit 440/C, and duly signed by the parties along with their respective Ld. Advocates, I am satisfied that the parties have settled the matter voluntarily and amicably between themselves and the Consent Terms at exhibit 440/C, filed by the parties are accepted and the application in Form “B” for compensation filed by the applicant stands disposed off as per the aforesaid Consent Terms. Proceedings closed.


(Sayonara Telles-Laad)
Adjudicating Officer,
Goa RERA