



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint (503)/2025/1490

Date: 07/11/2025

Gama Builders through

its proprietor Mr. Rui Da Gama

Sweet Home Bldg, 1st Floor, Rajwaddo,
Mapusa, Goa-403507 .

Complainant

V/s

Mr. Vijay Vinayak Deshmukh

proprietor Deshmukh Constructions

Deshmukh Capitol, 4h Floor
above Kalika Bank Behind Maruti Temple
Mapusa Bardez, Goa-403507

Respondent

Ld. Adv. Shanker P Chodankar for the Complainant.

ORDER

(Delivered on this 07th day of the month of November, 2025)

This is a complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016.

Briefly stated, the case of the complainant is as follows:-

1. The complainant filed a complaint against Mr. Vijay Vinayak Deshmukh proprietor of Deshmukh Marvel invoking Section 60 read with Section 4(2) of Real Estate (Regulation and Development) Act, 2016 for non disclosure of litigation. As alleged by the complainant, as per the consent decree dated 17/11/2015 passed in Special Civil Suit no. 99/2008/A by Senior Civil Judge 'A' Court at Mapusa, Goa. Mr. Vijay

Vinayak Deshmukh was supposed to hand over flats and money in terms of the court decree and subsequently executed agreement dated 22/02/2016 by which the said Vijay Vinayak Deshmukh acquired the right to develop the said property subject to the terms and conditions of the consent decree. Since the Respondent has defaulted the Court Decree the complainant has filed execution application before the Mapusa Court bearing no. SEXA/4/2020/B and also a complainant under section 138 of negotiable instrument act OA/593/2019/C and both litigations are being proceeded by the complainant.

2. The Complainant has alleged that it was the obligation of the said Mr. Vijay Vinayak Deshmukh builder/promotor of Deshmukh Marvel bearing to declare on RERA portal about above pending litigations, which is not been declared nor disclosed by the said promoter which he has defaulted in complying with the obligation under RERA.
3. Further as per the Original Decree, Mr.Vijay Vinayak Deshmukh had agreed to hand over flats and money as consideration as detailed in the agreement dated 17/11/2015 which is forming part and parcel of the court decree dated 17/11/2015. The Respondent Mr. Vijay Vinayak Deshmukh has not disclosed to Goa RERA authority that he is required to hand over the flats and money within the prescribed time and that he has defaulted in making payment while registering project "Deshmukh Marvel".

4. The Complainant has further alleged that, if the promoter/developer failed to complete/possession of the apartment in accordance of the agreement within the time frame specified, than Authority shall have powers to impose penalty or interest, in regard to any contravention of obligations cast upon them, under this Act or the rules and the regulations. He has also failed to give the said amount which he had agreed to pay in the Court Decree .

5. Relief Sought:-

- a) to take necessary action against the builder for contravening the several provisions of RERA.
- b) To direct Mr. Vijay Vinayak Deshmukh developer of “Deshmukh Marvel” bearing RERA Registration No. PRGO11221802 to hand over the possession of the said flats as per Decree and as agreed in the agreement dated 15/11/2015 immediately
- c) To pay the interest on every month delay commencing from 17/5/2018 which is due of about 86 months till date.
- d) To pay the compensation as prescribed by this Honourable Authority and take action in terms of section 60 of the Act.
- e) To direct him to pay penalty up to 5% by the Real Estate Regulatory Authority and obliged.

6. A Notice dated 16/09/2025 was issued to the complainant. The matter was heard on 06/10/2025, 07/10/2025 and 27/10/2025. During the proceeding matter was argued on maintainability and in particular the Complainant was to

clarify the following:-

- a) The “locus standii” of the complainant i.e., if he is claiming the status of an allottee , in view of the relief sought , as those are the remedies available to an allottee under Real Estate (Regulation and Development) Act, 2016
- b) Maintainability under the Real Estate (Regulation and Development) Act, 2016 in view of :
 - (i) Civil suit already instituted in 2008 and consent decree of 2015 in play.
 - (ii) Laches in filing the complaint and hence the bar of the Limitation Act.

7. In response, the Complainant argued the matter as a case of an “informant/complainant”, bringing to the notice of Real Estate Regulatory Authority, a violation by the promoter registered with RERA i.e., non disclosure of pending litigation at the time of registration thereby making him liable under section 60 RERA Act. With respect to pendency of Civil litigation , he argued that RERA provides a parallel recourse, independent of the remedies he is seeking in the Civil Court. With respect to laches he claims he became aware of RERA registration only in 2022 thus the complainant is within three years of the limitation period. He did not press on the allottee status.

8. Thus in essence, the liability of the complaint rests on whether the promoter was required to disclose the fact of the litigation and, did he do so?



9. Record reflects, that at the time of registration of the project “Deshmukh Marvel” under RERA, the promoter had cited the fact of the litigation and consent decree and had also attached details and documents. All of which were available in public domain.
10. Further, the claim of the complainant that he became aware of the RERA registration only in 2022 also appears non credible as the Quarterly progress report, updated as per Section 11(1) of Real Estate (Regulation and Development) Act, 2016 of the registered project, indicate actual physical work commencement and, thereafter progress. Thus, prima facie it is difficult to see as to how physical changes in the plot escaped the complainants notice.
11. The above, coupled with pendency of the cases in the Civil court in terms execution of decree and no interim order or “stay” in play, despite the pendency of execution process of the decree (which too was pending prior to promulgation of the Real Estate (Regulation and Development) Act, 2016) no further action on the complaint is required.

ORDER

Accordingly, by the virtue of facts on record, the cause of action as alleged by complainant, does not survive being untenable and therefore stands dismissed.



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