



GOA REAL ESTATE REGULATORY AUTHORITY

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FN: 3/RERA/Complaint(521)/2025/ 275

Date: 19/02/2026

Mrs. Suvatha De Souza,

R/o UG 711/62 (3), Vineth Heights

Phase-I, Green Hill Society,

Socorro, Porvorim, Goa-40350

Complainant

V/s

1. Rio Luxury Homes Pvt. Ltd.

Having its registered office at Redrock Elegance,

Near Petrol Pump Marna

Siolim, Bardez, Goa-403517.

2. M/s Sheraton Township LLP

Having its office at Flat No. 1002,

Pali Palms, 16th Road, Bandra West,

Mumbai-400050.

Respondents

Ld. Adv. Divya Gaonkar for the Complainant.

ORDER

(Delivered on this 19th day of the month of February , 2026)

1) An online Complaint was filed on 20/11/2025 by the above Complainant against the Respondents, the brief facts of the complaint are as follows:-

(i) The Goa Real Estate Regulatory Authority has issued Project Registration certificate No PRGO12211458, dated 07/03/2022 and Extension certificate dated 29/02/2024 to

1

Respondent No.1 for the project "RIO ROYALE" situated on the properties bearing Survey No. 41/2, 41/7A, 41/1, situated in Candolim Village, Bardez Taluka. Out of these properties the present Complaint only concerns Survey Nos. 41/1 as the same belongs to the Complainant's family.

(ii)The Complainant alleges that the Respondents have obtained the said certificates fraudulently by suppressing material facts and making wrong statements with the intention to derive unlawful gains.

(iii) That as per old records the suit properties are inscribed in the name of maternal grandfather of Complainant's husband Mr. Henrique Caitano Fernandes married to Mrs. Maria Ursula Antoneta Mascarenhas alias Mrs. Ursula Mascarenhas e Fernandes. Out of the wedlock they had three children namely, Mr. John Fernandes alias Joao William Fernandes, Mrs. Sylvia De Souza alias Silvia Fernandes (Complainants' late mother-in-law) and Mr. Francisco Xavier Fernandes (Died as Bachelor). Mr. John and Mrs. Sylvia De Souza were the only surviving heirs.

(iv) The Complainant's husband is one of the four sons of Mrs. Sylvia De Souza. After the death of Mrs. Sylvia De Souza, the Complainants and other legal heirs of Sylvia, have inherited her share to the ancestral properties including the suit properties. The said properties were being taken care of and maintained by the Mrs. Sylvia De Souza and her Legal heirs.

(v) In the year 1993, Mrs. Sylvia De Souza, her Legal heirs and John and his wife Nina entered into an Agreement for Sale dated 04-12-1993 with the builder firm Ms. Augustine and Augustine. To facilitate the subsequent execution of sale deeds with the said firm Ms. Augustine and Augustine, Mrs. Sylvia De Souza executed two succession deeds dated 23-11-1993 and 01-08-1994.

(vi) However, the said builder firm Mr. Augustine and Augustine failed to complete the development project and abandoned the construction. Therefore, no sale deed was executed pursuant to the said Agreement for Sale dated 04-12-1993. That due to the failure of the project, and the family relations turned sour, and since then, the relationship between the Complainant, John and his wife Nina has not been cordial.

(Vii) Mr John and his wife Nina claimed that by a registered Will dated 18-03-1982 the subject property was willed exclusively to them and Mrs. Sylvia De Souza and her sons had no right, though the recitals of the said Will dated 18-03-1982 clearly show that the properties mentioned therein were equally divided between Mrs. Sylvia De Souza and John. Accordingly on 05-04-2006 they filed a civil suit bearing number Special Civil Suit 34/2006/A before the Ld. Civil Judge Senior Division at Mapusa against Mrs. Sylvia De Souza and her legal heirs for declaring the two succession deeds dated 23-11- 1993 and 01-08-1994 as null and void

and for compensation of Rs. 1,34,00,000/- (Rupees One Crore Thirty-Four Lakhs Only) along with 18% interest per annum.

(viii) An ex parte judgement and decree was passed on 30-06-2009 against Mrs. Sylvia De Souza awarding the compensation of Rs. 1,34,00,000/- (Rupees One Crore Thirty-Four Lakhs Only) along with 18% interest per annum.

(xiii) Further a Special Execution Application No. 34/2010/A was filed before the Ld. Civil Judge Senior Division at Mapusa seeking execution of the Decree dated 30-06-2009 in Special Civil Suit No. 34/2006/A which is pending.

(ix) The Complainant along with other legal heirs of Sylvia are however contesting the execution proceedings. A review application bearing CMA No. 33/2012/A was filed which was dismissed subsequently challenged before the Hon'ble High Court under WP No. 818/2017 and later on in the Special Leave to Appeal (C) No. 11029/2018 before Hon'ble Supreme Court of India which have failed.

(x) Further, Mr. Suresh Tekchandani approached the parties showing interest to buy the suit properties and also agreed to settle the pending execution proceeding along with Advocate Jitendra P. Supekar. Accordingly, Memorandum of Understanding (MOU) was entered into between John and his wife Nina, was Respondent No.2 and development



started. The Complainants under the belief that John and his wife Nina would start developing the property and eventually units would be allotted to them.

(xi) Under the said MOU it was agreed that John and his wife Nina would not press for the execution against the Complainants. However, in December 2019, an application for attachment of the private properties belonging to the Complainants was filed by John through Suresh.

(xii) In November 2020 the Complainant's husband realized that an attachment order was already issued and therefore approached the Hon'ble High Court challenging the attachment order by way of Writ Petition bearing No. LDVC-CW-356 of 2020. The Hon'ble High Court was pleased to stay the execution proceedings (SEXA/34/2010/A at Mapusa) by its order dated 25-11-2020.

(xiii) Thereupon Complainant found out that, John and Suresh and the said advocate have acted in collaboration to benefit from sale after attachment of Complainant's personal properties and also to grab the suit properties and have entered into an illegal sale deed dated 30-09-2018 selling the suit properties in favour of Respondent No.2 and received a consideration of Rs. 6,17,50,000/- (rupees six crores seventeen lakhs fifty thousand only).The said sale deed has been registered under No. BRZ-BK1-04270-2018, CD

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Number BRZD803 dated 03-10-2018 before the Sub-Registrar of Bardez, Mapusa Goa.

(xiv) The survey records (Form I and XIV) of the subject property were unlawfully altered by deleting the names of legal heirs of Sylvia and then by way of a subsequent mutation the entries No. 59526 on 26.04.2017 are made in favour of Respondent No.2. based on a Judgment and Decree dated 30.06.2009 in Special Civil Suit No. 34/2006/A.

(xv) Subsequently, relying on illegal Sale deed executed between Mr. John and his wife Mrs. Nina in favour of Respondent No. 2, leading to a further mutation Entry No. 68690 on 15/03/2019 again without notice to the Complainants.

(xvi) The Complainants filed Revision Application No. 11 of 2021, before the Deputy Collector, challenging both mutation entries, which was dismissed vide Order dated 16/06/2025 . Further an appeal challenging the order of Deputy Collector has been pending in the High Court bearing WP No. 2508/2025 and MCA No. 2531/2025.

(xvii) The Complainant has also filed a police complaint on 29-12-2020 before the Calangute police station against John, his wife Nina, Suresh and the said Advocate and in the process of the initiating a bar council complaint against the said Advocate. Proceeding is pending before the Judicial Magistrate First Class of Mapusa under CRMA No. 87/2023.

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(xviii) On 21-01-2021 the agents of Suresh and Respondent No.2 entered the suit properties (namely in Survey No. 28/17) and started dumping construction debris and damaging the coconut trees standing there. On the same day the Complainants made a police complaint for the said encroachment into the suit properties.

(xix) The Complainants have since then terminated the said MOU dated 02-03-2019 by their termination letter dated 27-01-2021.

(xx) The Complainants along with John, his wife Nina and other legal heirs of Sylvia are joint owners of the subject property as co-heirs. John and his wife Nina have no legal right to sell the suit properties as exclusive owners. The sale deed dated 30-09-2018 is thus void ab initio in law. Suresh (as POA) and Respondent no.2 have executed the sale deed dated 30-09-2018 with full knowledge that John and his wife Nina are not the exclusive owners of suit properties. Suresh and Respondent no.2 have no legal right to enter upon the suit properties or deal with the suit properties in any manner.

(xxi) The Complainants claim to have suffered damage from the mental agony and harassment affected by their actions as mentioned above. Accordingly, Special Civil Suit No. 8/2021 was filed for cancellation of the Sale Deed, which was rejected and the Appeal against which is pending before the High Court under FA/70/2023.



(xxii) Furthermore, in the Order dated 08.12.2022 issued by the North Goa Planning and Development Authority (NGPDA) under Section 44 of the Town and Country Planning Act, 1974, permission for development was granted subject to the outcome of Civil Suit No. 8/2021. This vital condition was also not disclosed in the title report attached to the RERA application. This clearly shows that the Respondents acted with mala fide intention, rushing to obtain the said Certificates despite being fully aware of the pending disputes and restrictions.

(xxiii) Another Special Civil Suit No. 55/2021 had been filed before the Civil Judge Senior Division Mapusa by one of the family members, namely Smt. Lourdes Conceicao De Souza, wherein Complainant and her husband are Defendants No. 7 and 8. In the said suit, Lourdes has inter-alia sought for a declaration that the sale deed dated 30-09-2018 is void and illegal. The said suit is also still pending and the same has not been disclosed in the title report of the Application for the issuance of the said Certificates. These facts have been deliberately suppressed by the Respondents to obtain the current RERA registrations.

(xxiv) It is to be noted that an Inventory Proceedings has been initiated before the Senior Division Judge of Mapusa under Inventory Proceeding No. 301/2022 for the division of Ursula's entire assets, which include the Subject property.

(xxv) In October, the Complainant went on the RERA website to find out the information about the project and learnt that the present certificates had been fraudulently obtained by misleading this Authority and about the Joint Development Agreement between the Respondents, to develop the said property into a residential complex.

(xxvi) It is submitted that the Respondents have obtained the said certificates without disclosing the relevant facts and by providing incorrect information about them having absolute ownership of the subject property bearing Survey No. 41/1 of Candolim Village.

(xxviii) Therefore, the said issued certificates dated 06-10-2023 and 06-06-2025 should be revoked as the same have been obtained by fraud, misrepresentation and concealment contrary to the provision of Section 7(1)(d) of the RERA Act, 2016.

2) Reliefs sought/ Prayer:-

A. Revoke and cancel the Registration Certificate bearing No. PRG012211458 dated 29-02-2024 and the Extension Certificate dated 29-02-2024 under Section 7 of the RERA Act, 2016;



B. Restrict the Respondents from carrying out any further construction, sale, or marketing of the project pending adjudication of ownership rights.

C. Direct appropriate entries in the RERA register reflecting cancellation of the said Certificates.

D. Award costs of these proceedings to the Complainants; and

E. Grant such other reliefs as this Hon'ble Authority may deem fit in the facts and circumstances of the case.

3) Interim relief sought:

(i) The Complainant further submits that, relying on such misrepresented documents i.e, the Judgement and Decree passed in the SCS No. 34/2006/A dated 30-06-2009 wherein Mr. John and His Wife Nina were declared co-owners and not the exclusive owners and Sale Deed dated 30-09-2018 which itself is void ab initio in law, the Respondents have obtained the impugned certificate relying on with a view to gain wrongful advantage and to give a false impression of legitimacy and clearance to their proposed project.

(ii) The Respondents, under the guise of the said certificate, are now proposing to develop the property and are likely to advertise, market, or offer for sale flats and units to unsuspecting members of the public. Such conduct, if allowed to continue, would result in the creation of third-



party rights and cause serious and irreparable injury to the Complainant as well as the general public.

(iii) The Complainant submits that once third-party rights are created or agreements for sale are entered into by the Respondents, it would become extremely difficult to undo the harm caused and would render the entire proceedings for revocation of the certificates as infructuous.

(iv) The Complainant states that the balance of convenience is overwhelmingly in favour of the Applicant. If ad-interim reliefs are not granted, the Respondents will continue to misuse the certificate to project themselves as having valid authority to develop and sell the property, thereby misleading potential buyers.

(v) The Complainant submits that irreparable loss and injury will be caused not only to the Complainant but also to innocent third parties if the Respondents are permitted to continue relying on the said certificate. The injury cannot be compensated in monetary terms and would cause multiple legal complications and hardship.

(vi) In view of the aforesaid facts and circumstances, the Complainant most respectfully prays that this Hon'ble Authority may be pleased to:

A. Direct the Respondent Authority to suspend forthwith the subject certificates issued in favour of the Respondents,



pending final hearing and disposal of the main application for revocation;

B. Restrain the Respondents from any further development and/or promotion of the subject projects by using, relying upon, or displaying the said subject certificates in any form, including advertisements, project documents, marketing materials, or agreements with prospective purchasers, during the pendency of the present proceedings;

C. Pass such other and further orders as this Hon'ble Authority may deem fit, just, and proper in the facts and circumstances of the case.

Point for determination

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

Sr. No.	Point for determination	Finding
1.	Whether the said complaint is maintainable?	As per final order

5) A Notice dated 15/12/2025 was issued to the complainant. The matter was heard on 05/01/2026. During the proceeding the advocate for the complainant informed that a civil case is pending before civil court and is likely to be on board on 17/01/2026.



- 6) From the facts, the complaint essentially appears to be a Civil Dispute dating back to 2006 arising over common family property for which civil court litigations are pending. Prima facie the matter does not fall under the purview of Real Estate (Regulation And Development) Act, 2016. Further, the complainant in any case is not an “allottee”, as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016.
- 7) On the grievance that non disclosure of the pendency of the litigation by the Promoter at time of seeking RERA registration, makes it a case for cancellation of the said registration, the record reflects, that the said project “ **Rio Royale**”, bearing Project Registration certificate No PRGO12211458, had received registration on 10/12/2021 which was valid upto 31/12/2023. Extension was granted from 01/01/2024 to 30/06/2024. The promoter has also uploaded the completion certificate order dated 06/10/2023 and occupancy certificate dated 19/01/2024. Record does not reflect any complaint by any allottee on this issue, thus substantive damage possibility of allottees having being misled, has receded.
- 8) Independently, in a strict technical sense, as the promoter has not uploaded the details of pending litigation, as mandated by Rule 3(2)(e) of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate agents, Rates of Interest and Disclosures on Website) Rules, 2017, a technical default appears to have occurred. Accordingly,

the Technical Section is directed to ascertain the details of the matter and put up for necessary action as may be deemed appropriate as per RERA framework.

Having said so, I pass the following:

ORDER

- a) The complaint is not maintainable under Real Estate (Regulation and Development) Act, 2016 and thus both the Interim reliefs and main reliefs sought by the complainant cannot be granted and hence this complaint is dismissed.
- b) Technical Section is directed to ascertain the details of the matter (ie non disclosure of pending litigations) and put up for necessary action as may be deemed appropriate as per RERA framework.
- c) The Complainant is free to seek redressal in the other forums, that may be applicable.



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