GOA REAL ESTATE REGULATORY AUTHORITY
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F.No:1/RERA/Enfor.Auth.Comp.(298)/99/2023/1728 Date:20/11/2026

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

Anil Baburao Waigankar

Flat No. F3, Suyash Apartment,

Jaycee Nagar, Ponda,

South 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 19.04.2016.

2. Pursuant to the letter from Ld. Adhoc District Judge-2 and ASJ, Merces, notices were issued to both the parties. The respondent filed an application for recovery of dues and interest under Section 19(6) of the Act. The respondent had claimed that upon obtaining the Occupancy Certificate dated 16.07.2025, received on 01.09.2025, the respondent called upon the complainant to take possession of the said flat and to pay the outstanding amount due and payable under the agreed payment schedule. Accordingly, the respondent issued a letter

dated 03.09.2025 calling upon the complainant to take possession and to pay the outstanding dues and despite the aforesaid demand and reminders, the complainant has failed and neglected to pay the last instalment of ₹.17,16,289/, together with applicable interest thereon. The said amount remains outstanding and payable by the complainant as on date. The respondent is entitled to direct the complainant to pay the outstanding last instalment of ₹.17,16,289/-(Rupees Seventeen lakhs Sixteen Thousand Two Hundred and Eighty Nine Only), together with interest thereon and further interest at the applicable rate from 01/01/2026 until the date of actual and final payments.

3. The complainant filed a reply inter-alia contending that the demands made in the said letter are arbitrary and that the respondent has submitted merely a part occupancy certificate with regards to certain flats of the project and that the respondent has failed to pay interest and hand over possession as directed by the RERA Order. The respondent never alleged any payment default during the RERA or court proceedings and has raised such claims only after issuing the final demand letter, rendering the allegations an afterthought and wholly baseless. 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.

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

5. My predecessor vide order dated 16.11.2022 directed the respondent to give possession of the flat No. 202 in the B 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 19.04.2016 and registered on 26.04.2016, 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.

6. 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.

7. It is a matter of record that the complainant had filed an application before the Hon'ble Court of Ld. Adhoc District Judge-2 and ASJ, Merces, for direction to accept the balance consideration claimed by the respondent as only ₹.5,25,857.85/-(Rupees Five lakhs Twenty Five Thousand Eight Hundred Fifty Seven and Eighty Five Paisa Only) and directed to give possession of the said flat, which was objected by the respondent claiming that amount payable in terms of the agreement is ₹.17,16,289/-(Rupees Seventeen lakhs Sixteen Thousand Two Hundred and Eighty Nine Only), and the Hon'ble Adhoc District Judge-2 at Merces, Tiswadi-Goa has held that since there is a dispute as to the amount payable by the Decree Holder with respect to the balance consideration in terms of the agreement between them which dispute cannot be decided by the Court and the matter is referred back to RERA to decide the balance consideration payable by the Judgment Debtor in terms of their Agreement for Sale dated 19.04.2016.

8. 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.

9. 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. 202 in the B 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 19.04.2016 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. The demands made by the respondent in the application for recovery of dues and interest under Section 19(6) of the Real Estate (Regulation and Development) Act.

2016 have been disputed by the complainant and the same requires a detailed adjudication in separate proceedings under Section 19(6) of the Act. The respondents are at liberty to file a complaint under Section 19(6) of RERA, if they so desire.

10. 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 also not raised such a claim under Section 19(6) of the Act till the issuance of notice to the parties nor alleged any balance payment during the proceedings. 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 19.04.2016 and the application filed by the respondent under Section 19(6) of the Act are preposterous nor do the same impede the execution proceeding pending before the Hon'ble Court of Ld. Adhoc District Judge-2 and ASJ, Merces.

11. 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.

12. 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.261/2023 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