



## GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:4/RERA/Adj. Matters (124)/2024/799

Date: 30/06/2025

### BEFORE THE ADJUDICATING OFFICER

**Mr. Akkula Reddy Garu Mohan Reddy,**

H.No. 1230/4, Paino Vado Tivim,

Bardez, Goa, 403502.

.....Applicant

*Versus*

**Mr. Venkatesh Narayan Prabhu Moni**

Sole proprietor of M/s Prabhu Construction.

Villa No. G-4, La Ocean Mist,

Near Amar Hotel, Dona Paul, Goa, 403004.

.....Respondent

Ld. Advocate Shri Saish Mandrekar representing the applicant.

Ld. Advocate Ms. Sukant Halankar representing the respondent and at the time of Orders Shri Venkatesh Narayan Prabhu Moni appeared in person.

### ORDER

(Delivered on this 30<sup>th</sup> day of the month of June, 2025)

The applicant filed the present application in Form "B" claiming compensation against the respondent stating that he is the purchaser of office premises bearing Unit No. 3-TF-20 admeasuring an area of 29.71 sq. mts. located on the Third Floor in the building complex which is known and

identified as "Prabhu Chambers" which is constructed in the property known as 'Passal' admeasuring an area of 579.22 and 295 sq. mts. surveyed under Chalta No. 71 (Part) of P.T. Sheet No. 70 of P.T. Sheet No. 148, having an area of 701 sq. mts. and in total admeasuring an area of 1575 sq. mts. situated within the limits of Mapusa Municipal Council.

2. Further that, the applicant has paid the entire sale consideration with respect to the unit bearing no. 3-TF-20 and is having a registered Deed of Sale dated 24/02/2020 bearing Registration No. BRZ-1-835-2020 duly registered on 26/02/2020 in the Office of Sub Registrar of Bardez at Mapusa Goa with the Respondent. The applicant submitted that the construction of the building in the aforesaid land had commenced in the year 2012 which in normal circumstances had to be completed within a span of 2-3 years by making it operational in all respects however, the respondent delayed the completion of project on one count or the other by diverting the funds received from the purchasers to unproductive use which led to hindering the progress of work in the said building.

3. The applicant stated further that the applicant along with other unit holders had pursued the completion of pending works along with request to expedite the process of obtaining occupancy for the entire building and also availing the NOC from fire department, to the disappointment and dismay of the unit holders, that the respondent completely neglected the request made by the



unit holders and that the respondent instead of completing the pending works on site delayed the said works on flimsy grounds which led to jeopardizing the interest of purchasers in peril.

4. The applicant further submitted that, apart from the afore referred grievances, there is also serious water logging issue in the basement and during the monsoons the entire basement area is submerged under water where there are electrical meter panels installed by the respondent. That, there was also a lapse on the part of the respondent to avail electricity connection by installing a transformer for the said complex. Further that there is a further failure in providing an appropriate plan with regards to sewage and waste water disposal. That the material used while constructing the subject premises was also of a substandard quality.

5. The applicant further submitted that the major concern pertains to water logging in the lift duct wherein the water is accumulated and remains stagnant throughout the year due to which the respondent has made the lift un-functional causing severe inconvenience and hardships to old aged people occupying their flats at higher floors of the said building including the applicant who is also aged. That there is also a fear of electrocution due to the lift duct holding large volume of water which is right below the cables and lift car. That the setback area which is occupied by a kiosk has not been cleared as has been directed by the Mapusa Municipal Council. It is further submitted that there is no electricity





connection to the subject building since the transformer has not been made functional. That all these pending works are required to be carried out in a time bound manner which are being delayed by the respondent in order to harass the unit holders and extort more money from them. Further that it is due to these irregularities and lapses on the part of respondent, that the applicant was constrained to approach the authority for redressal of various grievances.

6. The applicant further stated that though the respondent executed a Deed of Sale in favour of the applicant with respect to the said unit but is actually not in a position to occupy the same as there is no valid occupancy certificate to occupy the building. The applicant further stated that till date the respondent has failed to register his project and is delaying the process by defying the Orders passed by the authority.

7. The applicant thus seeks compensation as under:-

- a.) An amount to the extent of at least 3,00,000/- towards mental harassment, loss of business and damages suffered on account of non-availability of premises to work for his gain and livelihood despite paying the entire sale consideration.
- b.) The developer has also carried out Sub – standard work which will result in Applicant being required to incur additional civil works such as painting, masonry work, electrical fitting, flooring and other incidental work.




c.) The building being in defective state has caused diminution in value and will also not fetch any superior market value if it is sold or sought to be mortgaged. The value of the building has been reduced by at least more than 30% for want of pending works and also due to the fact that there are serious defects in workmanship. These aspects though cannot be compensated in terms of money in entirety but going by a tentative valuation a sum of Rs. 5,00,000/- should be appropriate in the facts and circumstances of the present case.

d.) Taking into account the factors enumerated in Section 72 of the RERA it is respectfully submitted that the developer has received the entire sale consideration from the claimant but in return has provided a sub standard and poor workmanship premises which is neither of reasonable standard which results in a disproportionate gain to the developer and is to be considered as an unfair advantage at the cost and capital of the Applicant.

e.) The Respondent be directed to pay to the Applicant an amount of Rs. 30,000/- towards litigation cost.

8. The respondent in his reply at exhibit 360/c has stated that the instant complaint is not maintainable at law and is liable to be dismissed in limine. The respondent stated that the project in which the applicant executed a Deed of Sale in respect of the subject premises has still not been registered under the RERA Act and as such the applicant can neither be treated as allottee nor the



respondent as the promoter within the meaning of the RERA Act and therefore the complaint filed by the applicant is not maintainable at law. The respondent further stated that since the applicant has got the Deed of Sale executed and took over the subject premises without mentioning any defect or deficiencies as alleged or otherwise in the Deed of Sale, it is not open for the applicant to make any demand under section 13, 18 or Section 71 of the RERA Act or for that matter under any provisions of the RERA Act.

9. The respondent further stated that the applicant at no point of time informed as to the alleged deficiencies in the said premises which the applicant purchased from the respondent therefore all the allegations made by the applicant in his complaint in different paragraphs are denied being full of fabrication and falsity.

10. Both Parties filed their Affidavit-in -Evidence. During the proceedings, both the parties along with the Ld. Advocate of the Applicant, voluntarily and amicably settled the matter amongst themselves by filing duly signed Consent Terms which are at Exh. 453/c. The Respondent filed Memo that he is appearing in person. The Consent Terms are reproduced as under:-

#### **CONSENT TERMS**

- 1.) "The parties to the present case have decided to amicably resolve the disputes between them and therefore; files the present consent terms before this Hon'ble Authority.



2.) Applicant herein is the purchaser of Office premises bearing Unit No. 3-

TF-20 admeasuring an area of 29.71 sq. mts. located on the Third Floor in the building complex which is known and identified as "Prabhu Chambers" which is constructed in the property known as 'Passal' admeasuring an area of 579.22 and 295 sq. mts. surveyed under Chalta No. 71 (Part) of P.T. Sheet No. 70 of P.T. Sheet No. 148, having an area of 701 sq. mts. and in total admeasuring an area of 1575 sq. mts. situated within the limits of Mapusa Municipal Council.

3.) That the parties to the present case have mutually agreed to settle the present dispute wherein the Respondent has agreed to pay a total amount of Rs. 5,04,000/- (Rupees Five Lakhs Four Thousand Only) to the Applicant herein from the date of execution of Deed of Sale dated 24/02/2020 bearing Registration No. BRZ-1-835-2020 registered on 26/02/2020 in the Office of Sub Registrar of Bardez at Mapusa Goa qua the Applicant's Office premises bearing Unit No. 3-TF-20 admeasuring an area of 29.71 sq. mts. located on the Third Floor in the building complex which is known and identified as "Prabhu Chambers" situated at Angod, Mapusa – Goa.

4.) That the said total amount of Rs. 5,04,000/- (Rupees Five Lakhs Four Thousand Only) towards settlement which is calculated at Rs. 8000/-





(Rupees Eight Thousand Only) per month from the date of execution of Deed of Sale dated 24/02/2020 till the Judgment dated 26/05/2025 passed by the Hon'ble District Judge – 1, North Goa at Mapusa in case bearing Municipal Appeal No. 2/2025/ADM thereby restoring the Part Occupancy granted by Mapusa Municipal Council qua the subject building “PRABHU CHAMBERS” situated at Angod, Mapusa – Goa.

5.) That the Respondent herein has agreed to pay the said amount of Rs. 5,04,000/- (Rupees Five Lakhs Four Thousand Only) to the Applicant in the following manner:

- (i) An amount of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand) vide cheque bearing No. 100038 dated 15-07-2025 of CSB Bank which is handed over by the Respondent to the Applicant on the date of signing of the present Consent Terms before this Hon'ble Authority.
- (ii) An amount of Rs. 1,28,000/- (Rupees One Lakh Twenty Eight Thousand) vide cheque bearing No. 100039 dated 15/08/2025 of CSB Bank which is handed over by the Respondent to the Applicant on the date of signing of the present Consent Terms before this Hon'ble Authority.





(iii) An amount of Rs. 1,28,000/- (Rupees One Lakh Twenty Eight Thousand) vide cheque bearing No. 100040 dated 15/09/2025 of CSB Bank which is handed over by the Respondent to the Applicant on the date of signing of the present Consent Terms before this Hon'ble Authority.

(iv) An amount of Rs. 1,28,000/- (Rupees One Lakh Twenty Eight Thousand) vide cheque bearing No. 100041 dated 15/10/2025 of CSB Bank which is handed over by the Respondent to the Applicant on the date of signing of the present Consent Terms before this Hon'ble Authority.

6.) The Applicant has agreed to accept the said sum of Rs. 5,04,000/- (Rupees Five Lakhs Four Thousand Only) as full and final settlement of compensation from the Respondent.

7.) The Respondent has also agreed herein to provide the electricity and water connection to the subject office unit as early as possible.

8.) In lieu of the aforesaid; the Respondent herein stands discharged and exonerated from the present dispute and that the Applicant has no claim of whatsoever as against the Respondent with regards to the subject matter of the present dispute subject to realisation of the said cheque amount.

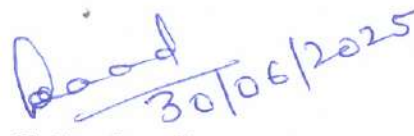


9.) The parties herein have signed the present terms out of their own free will and without any pressure or coercion and have fully understood the legal implications in law.”

11. I have perused the records and the above Consent Terms which has been filed by respective parties along with the Ld. Advocate of the Applicant, 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 453/c, and duly signed by the parties and the Ld. advocate of the Applicant, I am satisfied that the parties have settled the matter voluntarily and amicably between themselves and the Consent Terms 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