



## GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint (480)/2025/ 943

Date: 28/07/2025

**1. Mr. Venkata Ratnam Nadendla**

**2. Mrs. Laxmi Nadendla,**

Both residents of 8-2-293/82/A/136/1,  
Road No. 10, Near Canara Bank,  
Shaikpet, Jubilee Hills,  
Hyderabad, Telangana-500033.

.....Complainants

*Versus*

**Parmesh Construction Company Ltd.**

Through its Directors

1. Prem Bhutani,

2. Ashish Bhutani

3. Inayat Bhutani

4. Sonam Tyagi

7<sup>th</sup> Floor, Tower-C, Bhutani Alphathum,

Janpath Marg, Sector 90,

Noida, Gautam Buddh Nagar,

Uttar Pradesh-201301.

.....Respondent

Ld. Advocate Rochelle Rodrigues for the complainants.

Respondent absent.

### ORDER

(Delivered on this 28<sup>th</sup> day of the month of July, 2025)

This order shall dispose of the complaint filed under Section 31 of 'The Real Estate (Regulation and Development) Act', 2016.

2. Briefly stated, the case of the complainants is as follows:-

The complainants hail from a middle income family and invested their savings in a property, in furtherance of which, they decided to invest in the project of the respondent known as "Acqua Eden". The complainants booked a unit of the project no. L7-28 in Tower T, 7<sup>th</sup> Floor at Sancoale Village, Mormugao Taluka admeasuring 866 sq. ft. which was allotted by virtue of a 'Welcome letter' dated 19.07.2024. The complainants made the payment to the account of 'Acqua Eden' vide receipt no. 0644 dated 18.07.2024 for ₹ 50,000/- and another payment vide receipt no. 0725 dated 02.08.2024 for ₹. 1,50,000/-, total amounting to ₹. 2,00,000/-(Two lakhs only).

3. The complainants came to know after the payments that the said project came to a halt temporarily due to some environmental issues connected to the construction of the project in the state of Goa, which was widely covered by the media and made headlines at several other platforms, accompanied with reasons of allotment of wrong unit in the project and the desired flat as per the request of the complainants was

not given to the complainants and that they were settled for some left over units in the project, which later never agreed upon in the first place.

4. The complainants demanded to cancel the said booking and asked for the refund of amount of ₹.2,00,000/- by way of numerous emails and repeated messages and phone calls however, the respondent never responded. The complainants specifically expressed to withdraw their investment from the project in the month of July 2024 via email and subsequently, other demands were made. The complainants also issued a notice to the respondent however, the respondent did not make any efforts to even communicate in regard to the issue and kept on prolonging the refund of the said amount of ₹ 2,00,000/-. The complainants are therefore entitled for the reliefs claimed.

5. The respondent was duly served as per the track consignment report at exhibit 73/c of Postal Department on 16.06.2025. However, respondent remained absent on the date fixed for reply on 27.06.2025. Nonetheless, an opportunity was granted to the respondent to file a reply and the matter was posted on 04.07.2025. The respondent inspite of notice being duly served failed to appear and accordingly,

last and final opportunity was granted for filing reply on 11.07.2025. The respondent also failed to remain present inspite of opportunities and therefore, the matter came to be proceeded with the inquiry in the absence of the respondent in terms of Rule 6(f) of the Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal) Rules, 2017.

6. Arguments heard.

7. The points for my determination along with the reasons and findings thereon are as follows:

<b>Sr. No.</b>	<b>Points for determination</b>	<b>Findings</b>
1.	Whether the complainants are entitled for refund of amount along with interest as prayed for in the complaint?	In the affirmative.
2.	What order? What reliefs?	As per final order.

## **REASONS**

### **Point no. 1 and 2**



8. Ld. Advocate Ms. Rochelle Rodrigues for the complainants has submitted that the complaint has been filed under Section 18 of the Act for refund of the amounts invested by the complainants with the respondent as the respondent received an amount of ₹2,00,000/- from the complainants after issuing an allotment letter titled as 'Welcome letter'. She further submitted that the respondents are neither showing any signs of refunding the amounts with interest inspite of due notice and thereby, illegally enjoying the hard earned money of the complainants.

9. Admittedly, the parties have entered into an agreement for sale in respect of a unit no. L7-28 in Tower T, 7<sup>th</sup> Floor at Sancoale Village, Mormugao Taluka, and admeasuring 866 sq. ft. of the project of the respondent by virtue of a 'Welcome letter' dated 19.07.2024 issued by Bhutani Infra. It states "*Welcome to the world of BHUTANI. We, at Bhutani group believe in serving our customers with an unmatched excellence. We value each of our customers and we take this opportunity to thank you for bestowing your trust and faith in us and it is our esteemed privilege to serve you. The "Acqua Eden" is a project designated to embrace luxurious living. We are pleased to inform you that we have received your application for booking of a*

*unit in our project 'Acqua Eden' located at Survey No. 257/1 of Sancoale Village, Mormugao Taluka, South Goa".*

10. The complainants have paid the below mentioned amounts towards for booking of the unit no. L7-28 in Tower T, 7<sup>th</sup> Floor at Sancoale Village Mormugao Taluka in the project belonging to the respondent, as per the receipt no. 0644 dated 18.07.2024 for ₹50,000/- and another payment vide receipt no. 0725 dated 02.08.2024 for ₹1,50,000/-, amounting to ₹2,00,000/-(Rupees Two Lakhs only) issued by Bhutani Infra, represented by the respondent. The complainants specifically expressed to withdraw their investment from the project in the month of July 2024 via email and subsequently, other demands were made. The complainants also issued a notice to the respondent however, the respondent did not make any efforts to even communicate in regard to the issue and kept on prolonging the refund of the said amount of ₹ 2,00,000/-(Rupees Two Lakhs only).

11. The complainants have alleged that the said project came to a halt due to some environmental issues connected to the construction of the project in the state of Goa, which was widely covered by the media and made headlines at several other platforms, accompanied

with reasons of allotment of wrong unit in the project and the desired flat as per the request of the complainants was not given to the complainants and that they were settled for some left over units in the project, which later never agreed upon in the first place. The documents including the notice refer to the same. There is no dispute that the said amount of ₹2,00,000/- was paid by the complainants to the respondent, on two occasions, as advance payment and the said amount has not been refunded by the respondents till date, inspite of due notice in terms of law. The respondent also failed to put in their appearance, although duly served.

12. The Hon'ble Supreme Court in the case of **"Imperia Structures Ltd. Vs. Anil Patni and Another"** 2020 (10) SCC 783 has held in Para 25 with respect to provisions of Section 18 of the Act and the same is reproduced here-in-below:

"25. In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment duly completed by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received by him in respect of that apartment if the allottee wishes to withdraw from the project. Such right of an allottee is specifically made "without prejudice to any other remedy available to him".



*The right so given to the allottee is unqualified and if availed, the money deposited by the allottee has to be refunded with interest at such rate as may be prescribed.”*

13. Section 18 of the Act applies both, where the allottees seek withdrawal from the project as well as when there is delay in completion of the project in respect of which, the allottees continue to participate. The complainant has reasonable grounds for withdrawal from the project as stated in the complaint, where the complainants have categorically averred that the project has been halted due to some environmental issues connected to the construction of the project and that a wrong unit in the project was allotted to the complainants, which has gone un rebutted for want of any denials. The complainants are not responsible for the above said issues nor are the delay in construction attributable to the conduct of the complainants. It is thus the complainants are entitled for refund of the amount invested by them along with interest, in terms of the legal rights accrued to the complainants.

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14. The Hon'ble Apex Court in the case of "*Experian Developers Pvt. Ltd. vs. Sushma Ashok Shiroor*" (2022) SCC Online SC 416"

has held as follows:

"22.1 We are of the opinion that for the interest payable on the amount deposited to be restitutionary and also compensatory, interest has to be paid from the date of the deposit of the amounts. The commission in the order impugned has granted interest from the date of last deposit. We find that this does not amount to restitution. *Following the decision in DLF Homes Panchkula Pvt. Ltd. vs. DS Dhanda and in modification of the direction issued by the commission, we direct that the interest on the refund shall be payable from the dates of deposits. Therefore, the appeal filed by the purchaser deserves to be partly allowed. The interests shall be payable from the dates of such deposits.*"

15. Rule 18 of The Goa Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate agents, Rates of Interest and Disclosures on websites) Rules, 2017 states as follows:

"18. *Rate of interest payable by the promoter and the allottee.*—The rate of interest payable by the promoter and the allottee shall be the State Bank of

India highest Marginal Cost of Lending Rate plus two percent, provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.” Presently, the rate of State Bank of India highest Marginal Cost of Lending Rate plus two percent i.e (8.90% plus 2%) is 10.90%.

16. The complainants are thus entitled for the lending rate of interest by SBI, which is 8.90% per annum, plus two per cent i.e. 10.90% per annum under Rule 18 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 on the said amount of ₹2,00,000/- (Rupees Two Lakhs only) paid by the complainant, to the respondent on the dates mentioned above.

17. The complainants are also entitled for the costs of ₹1,00,000/- (one lakh only) for investing in the project since 18.07.2024, firstly being persons having middle income and for having invested their savings in a property in Goa, hailing from distant Hyderabad, Telangana, with a hope to earn handsome returns

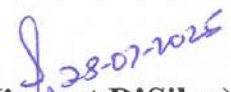
on their savings and also for prosecuting a case against the respondent, who have not responded to the demand of refund of ₹2,00,000/- (Rupees Two Lakhs only) with applicable interest. The respondent is also liable to pay penalty of ₹5,00,000/- (Rupees Five lakhs only) under Section 61 of the Act for violation of Section 18 of the RERA Act. Hence, the above points are answered accordingly.

18. Pursuant to above discussion, I pass the following:

**ORDER**

- i. The respondent is directed to refund the sum of ₹2,00,000/- (Rupees Two Lakhs only) to the complainants, within 30 days, from the date of this order.
- ii. The respondent is also directed to pay to the complainant interest @ 10.90 % p.a. from dates of deposit as referred above, till effective payment.
- iii. The respondent is directed to pay costs of ₹1,00,000 (Rupees One Lakh only) to the complainants, within thirty days of the order, failing which it will carry interest in terms of law till payment.

- iv. The respondent is also directed to pay ₹5,00,000/- (Rupees Five lakhs only) as penalty under Section 61 of the Act for violation of Section 18 of the RERA Act. The amount shall be deposited in the bank account of the Authority within 60 days, failing which necessary proceedings will be initiated against the respondent.
- v. The respondent is directed to file compliance report of this order in the form of an affidavit, within sixty days of this order, failing which further legal action will be initiated by the Authority under the RERA Act for execution of the order.

  
(Vincent D'Silva)  
Member, Goa RERA

Panaji, Goa.  
Date: 28.07.2025