



**GOA REAL ESTATE REGULATORY AUTHORITY**  
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F.No:3/RERA/Complaint (565)/2026/928

Date:18/06/2026.

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

**Industrial Manufacturing Corporation**  
D-45, Hosiery Complex, Noida,  
Gautam Buddha Nagar, Uttar Pradesh-201301.

**Represented by its Partners:-**

- 1. Mr. Sameer Kapoor,**  
Age: 57 years
- 2. Mrs. Rachna Kapoor,**  
Age: 56 years
- 3. Mr. Sidhant Kapoor,**  
Age: 29 years  
All are resident of N-26,  
Pachseel Park, Malviya Nagar,  
South Delhi, Delhi-110017

.....Complainants

*Versus*

- 1. M/s Bennet and Bernard Custom Homes Private Limited,**  
A company incorporated under the companies Act,  
Office Mathias House, 1<sup>st</sup> floor,  
Campal, Panaji, Goa-403001.
- 2. Mrs. Fabiola Grace Mendes E Rodrigues**  
**Director of M/s Bennet and Bernard**  
**Custom Homes Private Limited**  
Age:45 years

Mathias House, 1<sup>st</sup> floor, Campal,  
Panaji, Goa-403001.

.....Respondents

Ld. Advocate Shri Nitin U. Sawant for the complainants.  
Ld. Advocate Shri D. V. Patkar for the respondents.

**ORDER**

**(Delivered on this 18<sup>th</sup> day of the month of June, 2026)**

This order shall dispose of application filed by the respondent at exhibit 167/c for seeking rejections and/or dismissal of the complaint as not maintainable on account of prior election of remedy and abuse of process.

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

The present complaint arises out of an Agreement for sale dated 21.03.2023 executed between the complainants and the respondents in respect of Villa No.15 in the project known as "Casa El Toledo" situated at Assagao, Goa, whereby the respondents had agreed to sell the said Villa to the complainants upon the terms and conditions and pursuant to the said Agreement, the complainants paid certain amounts to the respondents towards the agreed consideration. Subsequently, disputes having arisen between the parties in relation to the transaction, the respondents terminated the said Agreement vide

termination notice dated 06.05.2024. Upon such termination, the respondents refunded an amount of ₹.49,67,301/- to the complainants and retained an amount of ₹.70,37,093/- purportedly in terms of Clause 19 of the Agreement for sale towards liquidated damages and other contractual consequences expressly agreed between the parties.

3. The present complaint filed under Section 31 of the Real Estate (Regulatory and Development) Act, 2016 seeks, inter-alia, a declaration that the aforesaid termination is unlawful and liable to be set aside; refund of amounts allegedly paid by the complainants together with statutory charges, GST and interest; alternatively, enforcement of the transaction by execution of a deed of rectification and handing over of possession of the subject Villa; as also imposition of penalties upon the respondents under the provisions of the Act. However, prior to filing the present complaint, the complainants had already invoked the jurisdiction of the competent Civil Court by instituting a Special Civil Suit No.50 of 2025 before the Court of Senior Civil Judge at Mapusa arising out of the very same Agreement for sale dated 21.03.2023, the same alleged termination, the monetary transaction and the same underlying contractual dispute, which now forms the subject matter of the present complaint. In the said suit, the

complainants have inter-alia sought recovery of ₹.1,55,00,000/- allegedly paid by the complainants together with interest at 18% per annum, etc.

4. The said proceedings are presently pending adjudicating before the Civil Court. Having consciously elected to invoke and pursue comprehensive civil remedies in respect of the alleged termination of the agreement for sale and the monetary and contractual consequences arising therefrom, the complainants cannot, in the peculiar facts of the present case, be permitted to simultaneously prosecute parallel proceedings before this Hon'ble Authority founded upon the same underlying transaction and seeking substantially overlapping adjudication in respect of the same underlying transaction. The present complaint therefore constitutes a parallel proceeding arising from the same underlying contractual dispute and is liable to be an abuse of process on principles underlying the doctrine of election of remedies. The doctrine of election is founded upon principles of public policy, judicial discipline and orderly administration of justice.

5. The complainants have proceeded on the footing that the Agreement for Sale stands terminated and has accordingly sought

monetary recovery, damages, compensation and refund arising out of such termination. In the present complaint, however, the complainants have sought, inter-alia, a declaration that the termination itself is unlawful and liable to be set aside and has further sought, in the alternative, enforcement and continuation of the transaction by seeking execution of a deed of rectification and handing over possession of the subject villa. The present complaint therefore seeks parallel adjudication in respect of issues already pending before the competent Civil Court and constitutes an abuse of the process of this Hon'ble Authority.

6. The institution of the present complaint after commencement of the civil proceedings is a clear attempt at forum shopping and an impermissible effort to secure parallel adjudications in respect of the same dispute. Permitting simultaneous prosecution of the present complaint and the pending civil suit would inevitably result in multiplicity of proceedings, duplication of evidence, conflicting findings and serious prejudice to the respondents. The process of this Hon'ble Authority cannot be permitted to be invoked as an additional or parallel adjudicatory forum after the complainants have already

elected to pursue substantive civil remedies before the competent Civil Court and therefore, the application be granted.

7. The respondent filed a reply inter-alia contending that the application is misconceived, devoid of merit, contrary to the scheme and object of the Real Estate (Regulation and Development) Act, 2016 and deserves to be dismissed with exemplary costs. The draft of Agreement uploaded and approved by the Hon'ble Authority is totally different from the Agreement executed by the respondents with the complainants. The respondents have cheated and suppressed the complainants and forced the complainants to execute the Agreement which is one sided and in favour of the respondents. The respondents have sought to create an artificial bar to the maintainability of the present complaint merely because the complainants had previously instituted a Civil Suit arising from the same transaction, and that such a contention is legally unsustainable and contrary to settled principles governing statutory remedies.

8. The complainants entered into a duly executed and registered Agreement to Sale with the respondents for purchase of a villa in the respondents' project and at the time of execution of the Agreement to Sale, the villa was under construction and the

complainants had regularly complied with their contractual obligations by making payments as and when demanded under the agreed payment plan and despite the complainants' continuous compliance, the respondents illegally and arbitrarily issued a termination notice alleging default in payment. Being aggrieved by the illegal actions of the respondents, the complainants initially approached the competent Civil Court seeking protection of their contractual and civil rights. The jurisdiction exercised by this Hon'ble Authority is a special statutory jurisdiction created for protection of allottees and regulation of promoters under the Real Estate (Regulation and Development) Act, 2016.

9. Arguments heard.

10. There is no dispute that the complainants filed a Civil Suit bearing Special Civil Suit No.50 of 2025 before the Court of Senior Civil Judge at Mapusa and inter-alia sought recovery of ₹.1,55,00,000/- allegedly paid by the complainants together with interest at 18% per annum; compensation of ₹.50,00,000/- towards alleged mental agony, harassment and breach of contract together with interest; and refund of statutory charges, registration fees and GST amounting to ₹.15,05,328/- together with interest at 18% per annum

and the said proceedings are presently pending adjudication before the said Civil Court. The complainants have filed a Memo dated 09.06.2026 stating that the respondents have suppressed material facts by incorporating different dispute resolution clauses in the agreement executed with the complainants and in the agreement uploaded in the RERA website, as a result of which, the complainants were compelled to institute the said suit and that they would take appropriate steps for withdrawal of the said suit pending before the Court of Senior Civil Judge, Mapusa Goa.

11. The moot question is whether the complainants can choose to file an application under the provisions of the RERA Act, when a civil suit with respect to same subject matter is pending between the parties. The provisions of the Act as well as the law on the subject are very clear as adumbrated here-in-below.

12. The Apex Court, in *Pioneer Urban Land and Infrastructure Ltd. v. Union of India and Ors*, (2019) 5 SCC 72 has held that buyers of flats could avail concurrent remedies under Consumer Protection Act and the provisions of RERA Act. The Hon'ble Punjab and Haryana on 16.10.2020 in the case of *Experion Developers Pvt. Ltd.*

*v/s. State of Haryana and Ors.* held that the provision of Section 71 of the Act has to be read with Section 88 of the RERA Act, which explicitly states that the provision of RERA is in addition to and not in derogation of any other law and that the complainant was empowered to simultaneously pursue remedies in both the forum on the strength of Section 88 of the Act. The Hon'ble Apex Court in the case of *M/s Imperia Structures Ltd. v. Anil Patni & Another, AIR 2021 SC 70* has clarified that where cases under Civil Procedure Code are initiated after the provision of RERA came into force, there is nothing in the RERA Act, which bars such an initiation and that Section 18 itself specifies that remedy under said Section is '*without prejudice to any other remedy available*', thus the choice or discretion is given to the allottee, whether to initiate proceedings under the Code or file an application under the RERA Act. In *Ireo Grace Realtech Private Limited, supra*, the Hon'ble Apex Court has reiterated that the remedies under the RERA Act are without prejudice to any other remedy available and hence, RERA Act does not in any way affect the jurisdiction of the Consumer Fora or the Civil Court as they are not in derogation of the RERA Act.



13. It is therefore evident that the filing of a suit cannot be a bar for filing proceedings under RERA Act as any aggrieved person can maintain a complaint under Section 31 of the Act as Section 18 of the RERA Act gives an option to the homebuyer/allottee either to proceed under the RERA Act or approach the regular civil court. Section 18 of the Act itself specifically states that the remedy under the RERA Act is “*without prejudice to any other remedy available*” which makes it clear that an option is given to the allottee either to proceed under the RERA Act or to approach the regular civil court, etc.

14. Merely because the complainants have initially approached the civil court, it does not bar the remedy of filing a complaint before this Authority, since the jurisdiction of the civil court is not specifically excluded by the legislature and the remedy before the Authority is in addition to the remedy that may be given to a party by the Authority under the RERA Act. Moreover, the complainants vide Memo dated 09.06.2026 has clearly averred that they would take appropriate steps for withdrawal of the said suit pending before the Court of Senior Civil Judge, Mapusa Goa and therefore, the jurisdiction of RERA Authority is not barred by virtue of Section 18 read with Section 79 of the RERA Act and therefore, the application filed by the respondents

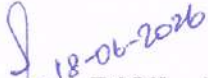
under consideration and the submission of Ld. Advocate Shri D. V. Patkar for the respondents, is without any merits and therefore, cannot be countenanced.

15. Having said so, I pass the following:-

**ORDER**

The application filed by the respondents at exhibit 167/c for seeking rejections and/or dismissal of the complaint as not maintainable on account of prior election of remedy and abuse of process, stands dismissed.

Panaji, Goa.  
Dated: 18.06.2026

  
(Vincent D'Silva)  
Member, Goa RERA