



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji Goa 403 001

www.rera.goa.gov.in

Tel: 0832-2437655; e-mail: goa-rera@gov.in

FNo: 3/RERA/Complaint(571)/2026/ **1437**

Date: **25**/09/2026

Sajan Dhunna

B 705, Sainik Colony,
Haryana, Faridabad-121001.

.....

Complainant

V/s

The House of Abhinandan Lodha

Lodha Supremus II, Road No. 22,
Wagle Industrial Estate, Thane West,
Thane, Maharashtra-400604

.....

Respondent

- 1) Ld. Adv.D Shanbag remained present in person.
- 2) None remained present for the Respondents.

ORDER

(Delivered on this 25th day of the month of September, 2026)

Case of the Complainant

An online Complaint was filed on 09/05/2026 by the above Complainant. The Complainant submitted that,

1. That the Complainant booked Unit A-501, Wing A, One Goa Residences, Goa, vide EOI No. HOG2-08726 on 20/11/2025, paying a total amount of Rs. 33,14,917/- to the Respondent.

2. That a formal cancellation request on 28/01/2026 — Day 68 of the booking — well within the 90-day cancellation window permitted under the booking terms.
3. That the Respondent acknowledged the cancellation and confirmed via email that the refund amount would be Rs. 29,59,009/- after deducting 2% of the agreement value (Rs. 3,55,908/-) as forfeiture charges as per booking terms.
4. That the Complainant accepted the refund amount and submitted all required KYC documents and a cancelled cheque on 7 February 2026, thereby completing all formalities required by the Respondent.
5. Despite completing all required formalities, the Complainant has received no refund to date. The Complainant sent multiple follow-up emails on 14 February, 26 February, 16 March, 19 March, 17 April, 27 April, and 5 May 2026 — all of which received only generic acknowledgements with no confirmed date or payment action.
6. The Respondent's representative, Ms. Diti Wadia responded to the Complainant's Whatsapp messages with vague and shifting timelines. When the Complainant specifically requested via email that the Respondent provide a definitive refund date in writing, Ms. Diti Wadia explicitly refused to do so, stating she could not commit to any date and could only "expedite" the

matter without any specific commitment, timeline, or reference number. This constitutes a willful refusal to comply with statutory obligations and amounts to deliberate evasion.

7. That the Respondent's internal policy of requiring 180 working days (or any variation thereof) to process refunds has no legal basis and directly and flagrantly violates Section 18 of the RERA Act, 2016, which mandates refund within 45 days.
8. That the statutory 45-day RERA deadline expired on approximately 14 March 2026, and the refund is now over 54 days overdue even from that statutory date.
9. The Respondent is currently in unlawful possession of Rs. 29,59,009/- belonging to the Complainant, causing ongoing financial loss, hardship, and mental harassment.

10. Legal Grounds

- a. Under Section 18 of the Real Estate (Regulation and Development) Act, 2016, a promoter is obligated to refund the amount paid by the allottee within 45 days of the cancellation request, along with interest at the prescribed rate for any delay.
- b. The Respondent's internally communicated timelines of "150 days", "180 days", and "150 working days" — all stated in writing over email — have no legal basis whatsoever and directly contravene Section 18 of RERA, 2016.
- c. The explicit refusal by the Respondent's representative to provide a written commitment of the refund date, despite a

specific request made in writing via email, constitutes willful evasion and a deficiency in service.

- d. As per prevailing RERA rules, interest on delayed refund is payable at SBI MCLR + 2% per annum (currently 11.10% p.a.) from the date the refund became due (14 March 2026) until actual payment.

11. Relief Sought

- a. Refund the principal amount of Rs. 29,59,009/- immediately.
- b. Pay interest at 11.10% per annum (SBI MCLR + 2%) on Rs. 29,59,009/- from 14 March 2026 till the date of actual payment.
- c. Pay compensation for mental harassment, financial loss, and prolonged evasion caused due to willful non-compliance with RERA.
- d. Pass an interim order directing the Respondent not to alienate or transfer the refund amount pending disposal of this complaint.
- e. Any other relief in the interests of justice.

12. A notice dated 20/05/2026 was issued for appearance of complainant. The complainant filed the requisite documents. A notice dated 19/06/2026 was issued to the respondent. However the notices sent to Respondent were not getting served. Therefore none remained present for the Respondent throughout the hearing. During the course of hearing the Complainants advocate submitted that they are settling the matter. On 21/09/2026 the advocate for complainant furnished the Application for withdrawal and submitted that the Respondent has issued cheque and the same has been cleared.

9

Therefore, the subject matter of this case has been complied by the Respondent by way of settlement. She also annexed the bank statement of the Complainant showing clearance of cheque and prayed to allow withdrawal of the Complaint, thereby disposing the same due to settlement.

ORDER

Since the subject matter of this case has been complied by the Respondent by way of settlement and the Complainant's advocate has prayed to allow withdrawal of the Complaint.

The said Complaint bearing No. 3/RERA/Complaint(571)/2026 is disposed as settled.



Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA