



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No: 3/RERA/Complaint(454)/2024/1297

Date: 30/09/2025

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.....Complainants

V/s

1. VLN Estates Pvt Ltd

Office No 271 Plot No. 20

Satra Plaza Co-op. Society,

Sec 19 D Vashi, Navi Mumbai,

Thane, Maharashtra, India, 400705

Also at

325, Kholpa Waddo,

Canca Parra, Goa, 403510.

Email: info@vianaar.com

Contact No. 8600175410

..... Respondent No. 1

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2. Akshay Chaudhry

Director

Office No 271 Plot No. 20
Satra Plaza Co-op. Society,
Sec 19 D Vashi, Navi Mumbai,
Thane, Maharashtra, India, 400705

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..... Respondent No. 2

3. Neelam Nagpal

Director

Office No 271 Plot No. 20
Satra Plaza Co-op. Society,
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Thane, Maharashtra, India, 400705

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..... Respondent No. 3

ORDER

(Dated 29.09.2025)

1. By this order, I proceed to dispose off the Application filed by the complainant for amendment of its compliant dated 26.12.2024 under section 31 of the Real Estate (Regulation and Development) Act, 2016 (herein after referred to as 'the Act') alleging that the Allotment of the Complainants i.e unit No.9 in the project "La Luciana" (Subject Property) and an Allotment Letter dated 19.07.2024 issued in this regard by the Respondents have been illegally terminated by letter of termination/ cancellation dated 19.11.2024 despite the fact that the Complainant has already made payment of more than 10% of the total consideration for the 'Subject Property'. The complainant also filed an application seeking interim relief interalia seeking directions to the Respondents not to create any third party interest in the said unit till the complaint is finally decided by this Authority alongwith.

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2. Pursuant thereto, a notice dated 29.01.2025 was issued to the respondents to appear before the authority for appearance and to file reply on 04.02.2025. Upon consideration of the matter on the said date, an interim order dated 04.02.2025 was passed whereby Respondent was restrained from creating any 3rd party interest in any manner in respect of the 'Subject Property' till the disposal of the application for interim relief filed by the complainant.
3. During the course of further proceedings, respondent filed its reply to the Application for interim relief whereby it interalia vide para 14 of its reply informed that the suit unit has already been sold to third party by executing an Agreement of Sale dated 30.01.2025. The para 14 of the said reply reads as follows:

"Without prejudice to the above, the Respondents state that even prior to the Interim Order dated 04.02.2025 restraining the Respondents from creating third party rights in the subject property, the respondents had already executed an Agreement for Sale on 30.01.2025 with third party with respect to the unit No. 9 in the project "La Luciana".

4. The instant Application for amendment of its complaint dated 26.12.2024 has been filed by the complainant in the above context; for impleading of the said Third party/Purchaser as Respondent No.4 in the present proceedings, directions to the Respondents to furnish his details and amendment in para 62(a) to 62(h) of the complaint besides consequential relief in the context of amendments sought. The relief prayed for primarily includes declaration of the said transfer/sale of the subject property to the said third party as illegal and set aside the same and handover the suit flat to the compliance besides additional damages and compensation. The complainants have also prayed for temporary injunction to restrain the respondents, jointly and severally, from alienating the suit flat, pending the hearing and final disposal of the present proceedings as well as Ad interim ex parte relief in above terms besides impleading the said third party purchaser as the respondent No.4 in the present proceedings.

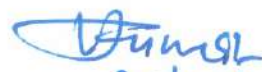
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5. The complainant has further stated that since the said information of sale/transfer of the subject property is revealed to it for the first time and the said transfer/sale is totally illegal and carried out in furtherance of its greed by the Respondent; it adds a further dimension to the illegal termination of the allotment of the subject property to the complainant. The complainant further submitted that these are subsequent events arisen after filing of the initial complaint and the cause of action is continuous. It was thus submitted that since the present proceedings are at an early stage as the evidence of the complainants is not yet commenced, no prejudice shall be caused to the respondents if present application is allowed. However, it will cause great prejudice to the present complainants, if present application is not allowed by this Authority as the said amendment sought to be carried out is relevant to the matter at hand and shall aid this Authority to decide the matter in controversy.
6. While opposing the Amendment application, the respondents in his reply has stated that under Section 35(2) of the RERA Act, 2016 there is no specific provision or powers for seeking amendment of pleadings and even if it is assumed that this Authority can entertain the present application, the same has to be within parameters of various judicial proceedings with respect to grant/refusal of amendment application filed during the course of pendency of any proceedings and as such the application for seeking amendment cannot be entertained by this Hon'ble Authority.
7. The respondent further submitted that the only ground on which the proposed amendment is sought to be carried out is that the suit unit has already been sold to third party which was done by following due process of law by executing an Agreement of Sale dated 30.01.2025 even before passing of the Ad-interim order by this Authority on 04.02.2025. Further, the said Agreement of Sale dated 30.01.2025 cannot be challenged before this Authority. Also, the grievance, if any, of the Complainant cannot be against the third party who holds valid legal documents executed and registered in


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accordance with law. Thus the proposed Respondent No.4 is neither a necessary nor a proper party before this Authority in order to adjudicate the complaint filed under Section 31 of RERA, 2016. Further, careful reading of the proposed amendment at paragraph 62(a) to 62(h) would reveal that the complainant is trying to expand the scope of his complaint by pleading certain additional facts which were well within the knowledge of the complainant before filing the present complaint. The respondent thus prayed that in the aforesaid circumstances, the Amendment application is therefore not maintainable and is liable to be dismissed.

8. The Respondent in his written submissions and during the course of the oral arguments further submitted that the additional relief of declaration sought by the complainant that the sale of the suit flat is illegal and to set aside the Sale Deed; cannot be granted by this Authority under the provisions of the Real Estate (Regularization & Development) Act, 2016 and as such the amendment seeking this as additional relief cannot be granted by this Authority for lack of jurisdiction. Also, this Authority under *Section 37 of the RERA Act, 2016, can only issue directions* from time to time to the promoter/allottees or real estate agents and there is no power of declaration given to this Authority which is only available to the Civil Court. The complainant, however, during the arguments sought to clarify that the declaration sought is in terms of direction from this Authority and not a declaration in terms of the provisions of specific relief Act.
9. It also submitted that the reference to provisions under Section 2 (d) is totally misconceived in law since the third party to whom the suit flat has been sold is ***not an aggrieved party*** before this Hon'ble Authority and as such merely a challenge made by the Complainant to the Agreement of Sale does not entitle the Complainant to implead the third party as Respondent No. 4 by labelling it as *Allottee*. It was also stated that the real question in controversy relates to termination/ cancellation of unit vide letter dated


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19.11.2024 and the subsequent event of transfer of unit does not give rise to any cause of action to the Complainant.

10. During the course of the arguments, Respondent cited para 11.2 of the judgment in ***Dinesh Goyal alias Pappu Vs. Suman Agarwal (Bindal) & Ors, reported in 2024 SCC online SC 2615*** which reads as follows:

1) All amendments are to be allowed which are necessary for determining the real question in controversy provided it does not cause injustice or prejudice to the other side. This is mandatory, as is apparent from the use of the word "shall", in the latter part of Order VI Rule 17 of the CPC and further held that amendment should be disallowed if the amendment completely changes the nature of the suit.

11. Arguing that the said third party to whom the subject property has now transferred to, is neither necessary nor proper party, Respondent relied upon the Judgment in ***J.N Real Estate vs. Shailendra Pradhan & Ors. Reported in 2025 SCC Online SC 1015.***

Wherein the Hon'ble Supreme Court has held at Paragraph 23 as under:

A "necessary party" is a person who ought to have been joined as a party and in whose absence no effective decree could be passed at all by the court. If a "necessary party" is not impleaded, the suit itself is liable to be dismissed. A "proper party" is a party who, though not a necessary party, is a person whose presence would enable the court to completely, effectively and adequately adjudicate upon all matters in dispute in the suit, though he need not be a person in favour of or against whom the decree is to be made. If a person is not found to be a proper or necessary party, the court has no jurisdiction to implead him, against the wishes of the plaintiff. The fact that a person is likely to secure a right/interest in a suit property, after the suit is decided against the plaintiff, will not make such person a necessary party or a proper party to the suit for specific performance."

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With regard to the Judgment in *Kamlesh s/o Jagannath Suryavanshi & Another versus Kalyan s/o Shirshir Kumar Dutta & Another reported in 3013 MhLJ 193 2013 Supreme (Bom) 1202* relied upon by the complainant, the Respondent submitted that the judgment relied upon by the Complainant is not at all attracted in the facts & circumstances of the present case and is clearly distinguishable and thus prayed that the Application for Amendment filed by the complainant be dismissed.

12. The complainant in his written submissions and during the course of the oral arguments also submitted that as the definition of allottee under section 2(d) of the RERA act specifically includes "person who subsequently acquires the allotment through sale, transfer or otherwise" and also in view of the powers vested in Authority under section 37 and 38 RERA Act; the party to whom the respondent has illegally transferred the subject property would be squarely covered for being impleaded as Respondent No.4. and there is a clear case for issue of direction to the respondents to furnish details of the said purchasers. Also except for the relief of temporary injunction, no other relief is sought in the amendment application against the party to whom the respondent has transferred the said flat in the present complaint and therefore the contentions of the respondent that the present amendment widens the scope of the present proceedings is totally false and misplaced.

13. It was further stated that it is well settled law that this Authority while deciding an application for amendment cannot go into the merits of the amendment and only has to decide as to whether the amendment sought needs to be allowed or not for determining the issue in question. In support, it cited the judgment of the **Bombay High Court** in the matter of *Kamlesh s/o. Jagannath Suryavanshi & Another Versus Kalyan s/o. Shirshir Kumar Dutta & Another*. The complainant also referred to the order of this Authority dated 21.12.2022 with respect to case No. 3/RERA/complaint(276)/2021/987 to submit that amendment to the complaint is permissible though there is no specific provision in the RERA

Act. With reference to the judgment of the Apex Court reported in 2025 SCC online SC 1015 cited by the Respondent, it was stated that Judgement is actually in favour of the complainant, as the newly added party/ **subsequent acquirer of allotment**, shall be a necessary party to effectively decide the dispute.

14. It was also submitted that this Authority under the RERA Act has ample powers to adjudicate issues between the allottee and the promoter and mere use of the word declaration would not alter the powers of this Authority to decide the present complaint, particularly in view of provisions of section 37 of the RERA Act. The complainant, however, during the arguments sought to clarify that the declaration sought is in terms of direction from this Authority and not a declaration in terms of the provisions of specific relief Act.
15. Before proceeding further with the matter, it needs to be noted that the present proceedings were instituted upon filing of online complaint dated 26.12.2024 under Section 31 of the Act by the complainants to challenge the termination of the allotment of the 'subject property' to them. During the course of proceedings, respondent filed its reply to the Application for interim relief whereby it interalia submitted that the 'subject property' has already been sold to third party by executing an Agreement of Sale dated 30.01.2025. The instant Application for amendment of its complaint dated 26.12.2024 was filed by the complainant in this context.
16. In support of his application for amendment sought, the complainant has stated that the said information of sale/transfer of the subject property is revealed to it for the first time and the said transfer/sale is totally illegal and carried out in furtherance of its greed by the Respondent; it adds a further dimension to the illegal termination of the allotment of the subject property to the complainant. The complainant further submitted that these are subsequent events arisen after filing of the initial complaint and the cause of action is continuous. It has further stated that since the amendment sought to

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be carried out is relevant to the matter at hand and necessary to decide the matter in controversy, it will cause great prejudice to the complainant if present application is not allowed by this Authority. Per contra, the respondent has opposed the application on the ground that there are no specific provisions or powers for seeking amendments of pleading under the Act particularly under Section 35(2) of the Act and also the additional relief of declaration sought by the complainant that the sale of the 'subject property' is illegal and to set aside the Sale Deed; cannot be granted by this Authority under the Act. Further, the grievance, if any, of the Complainant cannot be against the third party who holds valid legal documents executed and registered in accordance with law and thus the proposed Respondent No.4 could neither be considered a necessary party nor a proper party in the present proceedings. It also submitted that the reference to provisions under Section 2 (d) is totally misconceived in law since the third party to whom the suit flat has been sold is ***not an aggrieved party*** and thus cannot be impleaded as party to the present proceedings by labeling it as allottee. Also, since the proposed amendment at para 62(a) to 62(h) of the complaint referred to additional facts which were well within the knowledge of the complainant, the amendment application is also an attempt to expand the scope of the proceedings beyond the complaint.

17. With reference to the preliminary objection raised by the complainant that there are no specific provisions or powers for seeking amendments of pleading under the Act; it is noted that this Authority vide its order dated 21.12.2022 in case No. 3/RERA/complaint(276)/2021/987 while referring to the observation of the Hon'ble Apex Court and Hon'ble Bombay High Court in the cases referred to in the said order, observed on this issue at para 4 and 7 as follows:

"4. Upon the consideration of the statutory scheme of the RERA Act, it is clear that there is no provision which expressly confers the power to permit amendment of complaint on this Authority. However, such power to amend

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the complaint, if the same is necessary and required under the changed circumstances as the instant case, must be considered as incidental and ancillary to the power to decide the complaint.

7. The power of allowing such amendment by this Authority must be considered as incidental and ancillary to the power to decide the instant complaint. Thus invoking the doctrine of implied powers, the instant amendment is allowed."

Accordingly, this contentions of the respondent does not hold water particularly in the facts and circumstances of the case as noted herein above.

18. The other contention of the respondent is that the proposed Respondent No.4 is neither a necessary nor a proper party before this Authority in order to adjudicate the instant complaint since the grievance if any, of the complainant cannot be against the third party who holds valid legal documents executed and registered in accordance with law and more particularly when the said agreement cannot be challenged before this Authority. It also submitted that the reference to provisions under Section 2 (d) is totally misconceived in law since the third party to whom the suit flat has been sold is ***not an aggrieved party*** before this Hon'ble Authority and as such merely a challenge made by the Complainant to the Agreement of Sale does not entitle the Complainant to implead the third party as Respondent No. 4 by labelling it as *Allottee*. The respondent has also relied in this regard upon para 23 of the Judgment of Hon'ble Supreme Court in ***J.N Real Estate vs. Shailendra Pradhan & Ors. Reported in 2025 SCC Online SC 1015***. However, para 25 of the said judgment appears to be more relevant in the facts and circumstances of the case and the relevant extract of the same is as under:

"In such a backdrop, while rejecting the applications for impleadment, this Court had expounded the scope of Order I Rule 10(2) CPC and laid down certain tests for determining whether a person is a 'necessary party' for the purpose of impleadment in a suit for specific performance as follows:

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(i) First, that a bare reading of Order I Rule 10(2) clearly indicates that the necessary parties in a suit for specific performance of a contract for sale or an agreement to sell, are the parties to the contract or, if they are dead, their legal representatives, as also persons who had purchased the contracted property from the vendor. A subsequent purchaser would be a necessary party since his rights would be affected irrespective of whether he had purchased the contracted property, with or without notice of the contract."

19. It is pertinent to observe here that the case of the respondent is that it has executed the said agreement of sale dated 30.01.2025 only after the termination/cancellation of the earlier allotment executed by it in favour of the complainant which is under challenge in the present proceeding. Further, the first and foremost of the relief sought in the complaint dated 26.12.2024 is to revoke the termination/cancellation and restore the allotment of the said unit in favour of the complainants. Since the execution of the agreement of sale dated 30.01.2025 is admittedly consequent upon termination/cancellation of the earlier allotment of the subject property to the complainants and the possibility of grant of relief sought in the complaint dated 26.12.2024 i.e to revoke the termination/cancellation and restore the allotment of the said unit in favour of the complainants, cannot be ruled out at this stage; the proposed Respondent No.4 is clearly required to be impleaded as necessary party to the present proceeding in order to properly adjudicate the instant complaint. Pertinently, the said third party to whom the 'subject property' has been subsequently allotted and with whom agreement for sale has been executed on 30.01.2025; is also an allottee in terms of the provisions of section 2(d) of the Act and his rights including the right under section 31 of the act to approach the authority in case of being aggrieved; would be no less than the complainants/allottee.

20. It has been well settled law that ordinarily all amendments ought to be allowed which are essential to determine the real controversy in the matter while ensuring that the proposed amendment should not materially

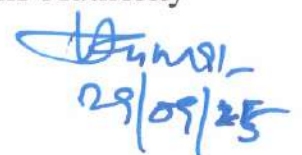
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alter/vary/annul the substantive relief claimed in the plicant and no prejudice is likely to be caused to the other side. Further, an amendment sought for by a litigant either as plaintiff or defendant ought to be allowed to reduce/minimize the litigation between the parties and to avoid multiplicity of proceedings.

In view of what has been discussed herein above and keeping in view the observations of the Hon'ble Supreme Court as noted above, it is evident that the impleadment of the proposed Respondent No.4 in the present proceeding is necessary for proper adjudication of the instant complaint.

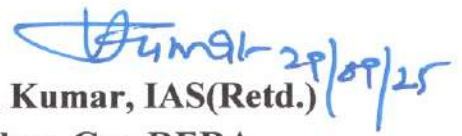
21. The other issue raised by the respondent is that the complainant by filing instant application seeking to carry out the proposed amendment including the relief sought; is trying to expand the scope of the complaint by pleading certain additional facts which were well within his knowledge before filing of the present complaint. In this regard, it has already been noted that the said third party now being proposed as Respondent No.4 and with whom agreement for sale has been executed on 30.01.2025; is a necessary party for impleadment to the present proceedings in order to properly adjudicate the instant complaint. Also except for the relief of temporary injunction, no other relief is sought in the amendment application against the party to whom the respondent has transferred the subject property in the present complaint. Therefore the contentions of the respondent that the amendment sought would widen the scope of the present proceedings is totally false and misplaced. However, the amendments proposed at para 62(g) and 62(h) of the complaint which appears to have been numbered in that manner inadvertently and appears to be part of the pleadings made in support of the Application for amendment of the complaint dated 26.12.2024 and thus can not be allowed to be carried out.

22. With regard to the contention of the respondent that the additional relief of declaration sought by the complainant that the sale of the 'subject property' is illegal and to set aside the Sale Deed cannot be granted by this Authority


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under the Act; it is observed that Since the execution of the agreement of sale dated 30.01.2025 is admittedly consequent upon termination/cancellation of the earlier allotment of the subject property to the complainants, the said subsequent event constitutes continuity of the cause of action. Further the complainant, during the arguments has also clarified that the declaration sought is in terms of direction from this Authority and not a declaration in terms of the provisions of specific relief Act. Further, the possibilities of grant of relief sought in the complaint dated 26.12.2024 i.e to revoke the termination/cancellation and restore the allotment of the said unit in favour of the complainants; cannot be ruled out at this stage. Thus the amendment in terms of seeking the said relief cannot be disallowed at this stage though the same would have to be in terms of the provisions of the Act in case the same is granted by this Authority.

23. In view of what has been discussed herein above and since no prejudice will be caused to the respondent who will be given liberty to file additional/amended reply/ submissions; the present application for amendment of the complaint dated 26.12.2024 is allowed except the amendment proposed at para 62(g) and 62(h) of the complaint. The complainants are directed to carry out the requisite amendments in terms of the present order within 10 days i.e by 08.10.2025 following the required procedure and the matter is thereafter fixed on 10.10.2025 for filing of the amended complaint by the complainant.


Virendra Kumar, IAS(Retd.)
Member, Goa RERA