



GOA REAL ESTATE REGULATORY AUTHORITY

DEPARTMENT OF URBAN DEVELOPMENT

GOVERNMENT OF GOA

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

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No.3/RERA/Complaint (287)/2021/1016

Date: 27/12/2022

1. **Mr. Ryan W. Fernandes,**
2. **Mrs. Swapna Sasi,**
Flat No. GF-1, Babuso Enclave,
Jai Kisan Club Road,
Opp. Jal Vayu Villas, Sancoale,
South Goa, 403726.

.....Complainants

Versus

1. **M/s Zuari Global Limited,**
Rajesh S. Menon
Authorised Signatory
Jai Kissan Bhawan,
Zuarinagar, Goa-403726.
2. **M/s Zuari Global Limited,**
Mr. Alok Banerjee,
Authorised Signatory,
First floor, Adventz Centre,
No.28, Union Street, Bangalore
Bangalore Urban, Karnataka, 560001.

.....Respondents

INTERIM ORDER

(Dated 27/12/2022)

This is to decide the application dated 15.09.2022 filed by the complainants for amendment and addition of the party in his complaint dated

16.02.2022 filed against respondent. Originally, a complaint was received on 16.02.2022 from the complainants on the web portal of the Authority which was filed against respondents under section 14,18 and 19 read with Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as 'the RERA Act'). One of the prayers in this complaint was refund of Rs. 30,000/- to the complainants which was paid by them on demand of Zuari Infra World India Ltd. It is the case of the complainants in their complaint that they received a communication dated 24.08.2021 from Mr, Anil Kumar, Dy. Manager, Zuari Infra World India Ltd. requesting for a payment of Rs. 30,000/- in cash towards the registration process and legal fees. The complainants have submitted that in order to prevent the entire registration process scheduled for 25.08.2021 from getting jeopardise and delay, they paid the amount of Rs. 30,000/- to Mr. Anil Kumar, Dy. Manager, Zuari Infra World India Ltd. The complainants have claimed that they are entitled for refund of this amount as this was not payable in terms of Agreement for Sale executed between the parties. Accordingly, vide application dated 15.09.2022, the complainants have requested for addition of Zuari Infra World India Ltd. as party to the proceedings. The Complainants have also requested to substitute the name of Zuari Global Ltd. as "Zuari Industries Ltd".

2. The respondents have filed reply dated 17.10.2022 in respect of this application dated 15.09.2022 of the complainants. In their reply, the respondents have given

their “No Objection” in respect of substitution of the name of M/s Zuari Global Ltd. with Zuari Industries Ltd. However, they have objected for addition of Zuari Infra World India Ltd. as party to the proceedings since, Zuari Infra World India Ltd. is not a promoter defined in the RERA Act.

3. Both the parties were heard on 08.12.2022. It is the case of the complainants that they have entered into an agreement with the respondents for purchase of apartment. However, a perusal of the records filed by complainants would reveal that apart from the respondents, another entity known as “Zuari Infra World India Ltd.” was promoting/advancing the transaction with the complainants. Complainants have further stated that address of the aforesaid entity is the same as that of respondent no. 2 in present matter. Since payment of money i.e. Rs. 30,000/- has been made to Zuari Infra World India Ltd., it will be necessary for making a party to the proceedings.

4. As stated, respondents have not objected for substituting the name of M/s Zuari Global Ltd. with Zuari Industries ltd. In view of this admission and ‘No Objection’ from the respondents, I feel there is no hindrance in granting the application as far as substitution of have name is concerned. However, respondents have objected for inclusion of Zuari Infra World India Ltd. as party to the proceedings as respondent no. 3. It has been contended by the respondents that M/s Zuari Infra World India Ltd. is not a ‘promoter’ as defined

in the RERA Act and hence, it cannot be added as party to the proceedings in this case.

5. I have considered the case. It is seen that M/s Zuari Infra World India ltd. has communicated with the complainants in respect of registration and facilitation fees amounting to Rs. 30,000/- on behalf of the respondent. This act of the Zuari Infra World India Ltd of demanding and receiving the money amount of Rs. 30,000/- was on behalf of respondents and has not been denied by the respondents. This shows that M/s Zuari Infra World India Ltd. has acted and purported on behalf of respondents in receiving the amount of Rs. 30,000/-.


6. As per respondents, Zuari Infra World India Ltd. is not a promoter as defined in the RERA Act and hence it cannot be subject matter of proceedings of the RERA Act. I agree with Ld. Advocate for respondents that Zuari Infra World India Ltd. cannot be termed as promoter as per definition given under Section 2(zk) of the RERA Act. I also agree that as per Section 31 of the Act, complaint can be filed against any promoter, allottee or real estate agent only. In this case, Zuari Infra World India Ltd does not satisfy these provisions. However, considering the peculiar circumstances of the case, I feel case of complainants cannot proceed to the logical conclusion if Zuari Infra World India Ltd. is not made party to the proceedings. It is mentioned that complainants have filed the complaint against respondents who is promoter in the case. For filing the complaint it is essential that a party against whom the complaint is filed should

be promoter/allottee as the case may be. However, there is nothing in the act and rules to prevent any third party to become party to the proceedings if the same is related with the transaction held in that particular case. The respondents have stated that Zuari Infra World India Ltd. is independent company and hence, it is independent legal person under the law. However, no prejudice will be caused to the respondents if this independent entity is allowed to make party to the proceedings as respondents are free to defend their case independently.

7. In view of above, the application dated 15.09.2022 made by the complainants for substituting the name of M/s Zuari Global Ltd. with Zuari Industries Ltd. and inclusion of name of Zuari Infra World India Ltd. as party to the proceedings is granted. Zuari Infra World India Ltd. will be added as respondent no. 3 in the case. A fresh notice will be issued to respondent no. 3 to file the reply in respect of original complaint dated 16.02.2022. Respondent no. 3 will file the reply within two (02) weeks after receipt of the notice.

All the parties i.e. complainants as well as respondent no. 1, 2 and 3 will appear before this Authority on 31.01.2023 at 4.00 p.m.

Order accordingly,


J. B. Singh, IAS(Retd.)
Member, Goa RERA

To,
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