

THE RAJASTHAN REAL ESTATE REGULATORY AUTHORITY,
JAIPUR

Complaint No. RAJ-RERA-C-N-2023-6339

Toshendra Singh

...Complainant

Versus

Radhakrishna Buildtech Pvt. Ltd.

...Respondent

Present

Smt. Veenu Gupta, Hon'ble Chairperson

- (1) Adv Unnati Vijay, on behalf of the complainant
- (2) None on behalf of the respondent

Date of Order: 16.06.2025

ORDER

1. The present complaint is filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, concerning the group housing project 'Coral Studio-II,' which is registered with the Authority bearing registration no. RAJ/P/2017/484.

2. The brief facts of the case are that the complainant booked a unit bearing no. 104 in Tower - A of the said project. The total sale consideration for the said unit is Rs. 15,80,000/- and complainant had paid Rs. 6,77,000/- (Rs. 1,58,000/- himself and Rs. 5,19,000/- through bank loan) towards the sale consideration. An Agreement to Sale was executed between the parties on 16.05.2017. The expected date of possession is not mentioned in the agreement dated 16.05.2017 therefore, the date of possession in the tripartite agreement between the complainant, respondent and bank is 19.05.2017 and the same be treated as the date of possession. However, it is the contention of the



complainant that the respondent failed to hand over possession of the said unit as per the expected date of possession mentioned in the tripartite agreement. Further, he stated that the said project is not complete and as per the RERA web portal the said project falls under lapsed category. Hence, the complainant prayed for refund of Rs. 6,77,000/- along with delay interest.

3. The counsel for the respondent in his reply disputed the amount paid by the complainant towards the sale consideration. As per the respondent only Rs. 5,19,000/- (through bank loan) has been received towards the sale consideration. The amount of Rs. 1,58,000/- stated by the complainant towards the advance booking is denied by the respondent. He further contended that the complainant time and again failed to make timely payment despite repeated demand notices and phone calls to pay outstanding dues as per the payment plan. Therefore, the respondent on 08.11.2022 sent a demand notice to the complainant along with intimation to cancel the unit if payment is not made. The counsel for the respondent argued that the complainant did not reply to the said notice and accordingly, vide cancellation letter dated 28.04.2023, the respondent cancelled the unit of the complainant. The respondent asked the complainant to take the refund of the deposited amount deducting administrative and accidental charges.

4. However, it is contended by the counsel for the respondent that till date no response on the cancellation letter has been received from the



complainant. Rather, the said complaint is filed. Therefore, it is prayed that the refund request of the complainant may not be allowed and complainant may be directed to complete the cancellation formalities as per the agreement to sale.

5. Upon hearing the learned counsel for the complainant and upon perusal of the reply filed on behalf of the respondent, this Authority is of the considered view that the respondent has failed to hand over possession of the subject unit to the complainant in accordance with the date of possession as stipulated in the Tripartite Agreement. It is further noted that the respondent has not obtained the requisite Completion Certificate for the said project, thereby further evidencing non-compliance with statutory and contractual obligations.


6. It is also observed that the contention raised by the respondent disputing the payment of ₹1,58,000/- towards advance booking is without merit and is accordingly rejected. The Agreement to Sale dated 16.05.2017 clearly records that the said booking amount had already been paid by the complainant.

7. The respondent's plea that the subject unit stood cancelled is not tenable in the absence of any communication of the same to the Authority for cancellation of the said unit. However, it is on record that the same communication was made to the complainant vide letter dated 08.11.2022. Therefore, the complainant is only entitled to get refund of



the entire deposited amount. Hence, the respondent is directed to refund the amount of Rs. 6,77,000/- deposited by the complainant without any deduction.

8. With these directions, the present complaints stand disposed of.


(Veenu Gupta)
Chairperson

