

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY
JAIPUR**

COMPLAINT NO. RAJ-RERA-C-N-2024-7352

MUKESH MATHUR & ORS.

COMPLAINANT

37, Lacturer Colony, Yagya
Bhawan ke pass, Kishangarh
City Road, Madanganj, Rajasthan - 305801
Versus

**MOJIKHA REAL ESTATE AND
DEVELOPERS PVT. LTD.**

RESPONDENT

704, 706, 45, Lal Khoti Scheme,
Tonk Road, Jaipur, 302015

HON'BLE MEMBER: SUDHIR KUMAR SHARMA

PRESENT

1. Adv. Surbhit Mathur on behalf of the complainant
2. Adv. Dinesh Chandra Sharma on behalf of the respondent

ORDER

03.07.2025

1. The complainant has lodged complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') with regard to the project, "**Mojika Ultima**", situated at Khasra no. 59-68, 69/213, 71-74 VILLAGE- CHAK SALIGRAM PURA Sanganer, Rajasthan 303905, registered with the Authority with registration No. **RAJ/P/2017/131**.

2. In the complaint filed on 06.08.2024 vide Form - N it was stated that the complainant booked two flats in the said project by making a total payment of earnest money of **Rs. 6,40,000/-**

[Signature]



for both units on 11.10.2023. However, due to non-sanctioning of loan facility, the complainants were forced to cancel the said units and sought refund of the deposited amount from the respondent promoter. Respondent promoter has failed to refund the deposited amount and no receipt or written agreement was issued in favour of the complainants. The complainants prayed to direct the respondent to refund the entire deposited amount along with interest from each date of deposit.

3. The respondent has filed a reply to the complaint on 19.06.2025 and stated that the present complainant has never purchased any units in the said project from the respondent promoter. Out of the total deposited amount mentioned in the complaint, the complainants paid **Rs. 5,00,000/-** to the respondent through RTGS, which is a matter of separate financial transaction between parties and this amount has no relation with the booking of the flats in said project. The Respondent-promoter asserts that no cash payment of **Rs. 1,00,000/-** was ever received from the complainants and the payment of **Rs. 40,000/-** via online transaction as mentioned in the complaint, was transferred by the applicant's son-in-law, Amit. This is purely a mutual transaction between Amit and the respondent, suggesting it was a separate personal financial matter and not a payment towards booking of said units. Hence, the respondent promoter prayed before the Authority for the dismissal of the present complaint.

[Signature]



4. During hearing, the counsel for complainants argued that the amount deposited was towards the booking of two units in the said project. That, at the time of booking respondent promoter explicitly assured to assist the complainants in availing home loan facility for purchasing said units. That, the complainant is a senior citizen and in absence of availing home loan facility, was compelled to cancel the said units. That, the respondent promoter has failed to refund the deposited amount and pressure is being created by the respondent on them to write the application for 25% amount deduction from the deposited amount. Hence, the complainants prayed before the Authority to direct the respondent to refund the entire deposited amount along with interest from each date of deposit.

5. The counsel for the respondent argued that the said complaint is not maintainable under the Act as there is no dispute between the parties regarding booking of any units in the said project and rather, it is a matter of pure financial transaction between them. That, no units were allotted and no booking receipt, allotment letter or any other written document has been produced by complainants to deny the same. That, the amount of **Rs. 1,00,000** in cash was never received by the respondent promoter on 18.10.2023 as claimed by the complainants in the original complaint. Hence, the respondent prayed before the Authority to dismiss the present complaint.

6. Heard and perused the record.

[Signature]

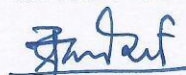


7. It is evident from the record that the complainant failed to produce any document that support booking of the flats in the said project like receipt of booking amount issued by the respondent, allotment letter, Agreement to sell, details of project(s) brochure etc. The respondent in his reply as well as while arguing the case, stated that no booking of flat (s) was made by the complainant and the transaction of money through cheque/ UPI between the complainant and respondent has no relation towards booking of any flat in the project. The Authority, in absence of any supporting documents that confirm booking of the flats, finds it difficult to assume that money transaction was done for booking of the flats.

8. Keeping in view the above facts, foregoing observations and in the absence of conclusive evidence establishing that the complainant had booked flat(s) in the respondent's project, the Authority is not inclined to allow prayer of the complainant in this matter. Thus, the complaint is dismissed.

9. The complainant will be at liberty to approach another appropriate forum for redressal of his grievances towards refund of his deposited money or the financial transactions made by him.

10. The order will be uploaded on the webpage of the Authority and also a copy of order will be sent to concerned parties and place a copy of order in the file.



(Sudhir Kumar Sharma)
Member

