

**MAHARASHTRA REAL ESTATE**  
**APPELLATE TRIBUNAL UNDER RERA Act**

**No.AT006000000000274**

Housing Development Finance Corporation Limited,  
Ramon House, H.T. Parekh Marg, 169,  
Backbay Reclamation, Churchgate,  
Mumbai 400 020.

.. Appellant/s

V/s.

1. M/s. Bhoomi Arcade & Associates  
Arcade House, 2<sup>nd</sup> floor, A.S. Marg, Ashoknagar,  
Kandivali (East),  
Mumbai 400 101.
2. Uday Bhatu Wagh  
12/1, Narayan Nagar Co-op. Housing Society,  
Chinchpada Road, Katemanivali,  
Kalyan (West).

..Respondent/s

Shri I.J. Nankani M/s. Nankani & Associates for Appellants.

Shri Abir Patel i/b Wadhia Gandhi for Respondent no.1, Bhoomi and Arcade.

Respondent no.2 Uday Wagh in person.

CORAM :Hon'ble Shri K. U. CHANDIWAL, J.  
Heard on : 29th May, 2018  
Dictated/Pronounced on: 29th May, 2018  
Transcribed on : 29th May, 2018

**:-ORAL JUDGMENT:-**

Heard finally.

1. This is a unique appeal preferred by Housing Development Finance Corporation Ltd. (HDFC) questioning the order dtd. Jan. 18, 2018 recorded



by Ld. Chairperson, MahaRERA whereby the Promoter was directed to release whatever payments Promoter has received to the financier Appellant HDFC and the residue to the allottee (Original Complainant)

2. The grievance of the appellant is there is no clarity in the order under challenge. I do not agree to the contentions of the appellant, as cumulative effect of the order is to be comprehensively read and adhered to. Paragraph 6 of the Order specifies that that three parties to the litigation were heard and accordingly, the directions were indicated / given. There was no ambiguity in such directions.
3. The Id. Counsel for the HDFC, during the course of his submission has put up a grievance against Shri Uday Wagh that he has an illegal habit of recording Court proceedings and then misuse it for his efforts to pressurize.

Needless to indicate Mr. Uday Wagh shall not carry any recording either audio or video of Appellate procedure without its valid sanction and if he does so he shall be facing prosecution at the behest of MahaRERA Authorities.

4. During the course of submissions, on behalf of Promoter it is pointed that they have brought with them cheque covering the amounts payable to the Appellant HDFC and also another cheque in the name of original complainant, payable to original complainant after calculation.
5. The respective cheques are accordingly handed over to the Appellant HDFC. Needless to indicate, owing to handing over of the cheque the Agreement of Sale stand terminated. Any controversy about the quantum as now the original complainant is claiming shall be resolved in appropriate another Forum.
6. Since the complainant has reservations of calculation, his cheque should be deposited with MahaRERA Authorities.

**-:ORDER:-**

1. Appeal is partly allowed.
2. The Tripartite agreement and Agreement of Sale terminated. The financier HDFC having received its payment by cheque shall hand over original papers to the Promoter.



3. The Promoter is at liberty to deposit the cheque payable to Original complainant if he is not accepting, with the office of MahaRERA.
4. No costs.

Dictated and pronounced in open Court today.

Place: Mumbai

Dated: 29<sup>th</sup> May, 2018



(K. U. CHANDIWAL, J.)  
President,  
Maharashtra Revenue Tribunal, Mumbai  
& I/c. Maharashtra Real Estate  
Appellate Tribunal, (MahaRERA),  
Mumbai

**MAHARASHTRA REAL ESTATE APPELLATE  
TRIBUNAL UNDER RERA Act**

**(2)**

**No.AT006000000000274**

Housing Development Finance Corporation Ltd. .. Appellant/s  
V/s.

Bhoomi & Arcade Associates ..Respondent/s

CORAM :Hon'ble Shri K. U. CHANDIWAL, J.  
President, Maharashtra Revenue Tribunal, Mumbai  
& I/c. Maharashtra Real Estate Appellate Tribunal  
under Maharashtra RERA Act  
DATED:-29th May, 2018

**-: ORDER :-**

Called at 3.45 P.M

Shri I.J. Nankani M/s. Nankani & Associates for Appellants.

Shri Abir Patel i/b Wadhia Gandhi for Respondent no.1, Bhoomi and Arcade.

Respondent no.2 Uday Wagh in person.

Heard.

FRSR following order is passed.


**-: ORDER :-**

1. Appeal is partly allowed.
2. The Tripartite agreement and Agreement of Sale terminated. The financier HDFC having received its payment by cheque shall hand over original papers to the Promoter.

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3. The Promoter is at liberty to deposit the cheque payable to Original complainant if he is not accepting with the office of MahaRERA.

4. No costs.



Place: Mumbai

Dated: 29<sup>th</sup> May, 2018

(K. U. CHANDIWAL, J.)

President,

Maharashtra Revenue Tribunal,

Mumbai

I/c. Maharashtra Real Estate

Appellate Tribunal, (MahaRERA),

Mumbai