

MJ Jadhav

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

SECOND APPEAL NO. 135 OF 2025

WITH

INTERIM APPLICATION (ST) NO. 5800 OF 2025

IN

SECOND APPEAL NO. 135 OF 2025

Wadhwa Group Holding Private Limited ... Appellant/Applicant

vs.

Vijay Choksi and Anr.

... Respondents

Mr. Nikhil Sakhardande, Senior Advocate a/w Chirag Kamdar a/w Abir Patel and Lavina Bhargava i/b Wadia Ghandy & Co. for the Appellant/Applicant.

Ms. Jenifer Michael a/w Forum Vora for Respondent No.1.

CORAM : GAURI GODSE, J.

DATED : 18th FEBRUARY 2025

ORDER:

1. Heard learned senior counsels for the parties.
2. This second appeal is preferred by original respondent no.2 in the complaint before the Real Estate Regulatory Authority ("RERA Authority"). The Real Estate Appellate Tribunal ("RERA Appellate Tribunal") has allowed the complainant's appeal and directed the respondents in the complaint which includes the present appellant to refund the entire amount paid by the complainant with interest.
3. This order is confirmed upto the Hon'ble Apex Court. In the execution application filed by the complainant, the present appellant

filed an application for clarification as to whether the amount to be refunded would also include the cash payment made by the complainant. This application is rejected by the RERA Authority before whom the execution application is pending. The order was challenged before the RERA Appellate Tribunal and the appeal is also dismissed.

4. Learned senior counsel appearing for the appellant submits that this Court while dismissing the second appeal challenging the original order of refund had observed in paragraph no.16 that the Appellate Tribunal has directed refund of amount by ignoring cash payments. Hence, according to the learned senior counsel for the appellant, the refund of entire payment made by the complainant would not include an amount of Rs.10,00,000/-, which was paid by the complainant in cash. He, therefore, submits that the application for clarification should have been allowed in view of the observations by this Court while dismissing the second appeal.

5. I have perused the order under execution. The order under execution clearly directs refund of the entire amount paid by the complainant. The entire amount paid by the complainant is reflected in his complaint as well as the execution application which consistently includes an amount of Rs.10,00,000/- paid in cash. In

the order under execution, there is no such bifurcation about the payment made in cash or otherwise. The order under execution has attained finality.

6. The RERA Authority as well as the RERA Appellate Tribunal has rightly refused to grant any clarification. The observations in paragraph no.16 of the judgment passed by this Court, dismissing the second appeal cannot be interpreted to mean that the cash component of Rs.10,00,000/- was directed to be deducted from the amount to be refunded by the appellant.

7. I see no reason to grant any clarification in an execution proceedings, when the order of refund has attained finality, in view of the dismissal of the second appeal and dismissal of the SLP. There is no provision pointed out under any law, including the Real Estate (Regulation and Development) Act, 2016 or the Rules framed thereunder for granting such kind of clarification after the order under execution has attained finality.

8. The second appeal does not raise any question of law. Hence, the second appeal is dismissed.

9. In view of the dismissal of the second appeal, interim application is disposed of as infructuous.

(GAURI GODSE, J.)