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IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO.133 OF 2026

1. Aansav Realty & Infrastructure Pvt. Ltd.
Represented by its Managing Director,
Mr. Aatish Anoop Babani,
major age of 45years.
Having its registered office at
106, WDC Enclave,
Mabai Hotel Complex,
Near Grace Church,
Margao, Salcete, Goa

2. Mr. Nakul Tewari,
major age of 47 years,
Aansav Verde
Langottem, Varca
Goa. ... Petitioners.

Versus

Mr. Lakshmansaudra Vasudevamurfhy Ravi
60,4th Cross, Near ReIiance Super Bazaar,
MalIeshwaram,
Bangalore North,
Karnataka-560003. ... Respondent.

Mr. Swetank Shantanu with Mr. Anand Shirodkar, Advocates for the Petitioners.
Mr. Neelesh Takkekar, Advocate for the Respondent.

CORAM: VALMIKI MENEZES, J.
DATED: 20th February, 2026

ORAL JUDGMENT:

1. Registry to waive office objections and register the matter.

2. Rule. Rule made returnable forthwith. With the consent of the parties, petition is disposed of finally.

3. This petition under Article 227 is restricted in its challenge to an order dated 19.12.2025 passed by the Maharashtra RERA, which acts as the Appellate Authority for the State of Goa for all orders impugned and passed by the Goa RERA. In the present case, the order which has been impugned of the Goa RERA is dated 19.12.2025.

4. The Goa RERA, in its order has directed payment of interest @11.1% on the entire consideration for the suit flat, i.e. Rs.90,00,000/-, however, calculated on each of the three tranches of Rs.10,00,000/-, Rs.50,00,000/- and Rs.30,00,000/- paid by the Respondent to the Petitioners at various points of time. Apart from all the other challenges laid to the impugned order of RERA, the interim order of stay, considers the order of Goa RERA, and in paragraph 8 thereof, after considering the payment made, has rejected the manner of calculation of interest set down by Goa RERA and has held, prima facie, that the calculation at the rate of 11.1% interest should commence from 03.01.2020, which is the due date of possession stated in the agreement between the parties. The starting point for calculation of the interest for the purpose of securing stay of the impugned order, therefore, as held by the Appellate Authority, shall be 03.01.2020.

5. The grievance in this petition is restricted to the calculation of interest as stated in paragraph 9 of the impugned order of the Appellate Authority i.e. calculation until the date of the impugned order i.e. 19.12.2025. On going through the record, it was the Respondent's claim that the calculation of interest should be from the date of initial payment (in three tranches) until the date of possession which was according to the Claimant, 29.07.2022. This date of 29.07.2022 was claimed to be the date of possession based upon a letter of possession produced by the Claimant before the Goa RERA.

In contrast to this submission of the Claimant, the Petitioner claims that actual possession of his premises was handed to the Respondent on 22.12.2021 when a Leave & Licence Agreement was entered into between the parties. Whatever may by the case of the Petitioner as to the actual date of possession, this would be for decision before the Appellate Authority. However, considering that the Goa RERA has given its finding that the date of possession, according to the letter of possession, is 29.07.2022, for the moment, that is a finding that needs to be respected and shall be the date until which the interest is required to be deposited. This is also in line with the claim made by the Respondent himself.

6. It is to this limited extent that the impugned order of the Appellate Authority appears to be erroneous, since the date until which it has done the calculations (as contained in paragraph 9 of its order) has been taken as the date of the Judgment of the RERA, which is 19.12.2025. That, obviously, could not be the date to be reckoned for the purpose of calculating the interest to secure the Respondent in accordance with the impugned order. The date, at least for the prima facie purpose, had to be the date on which the Claimant claims having received possession, which is 29.07.2022.

7. For this reason, the impugned order dated 19.12.2025 shall stand modified to the extent of the outer limit of the date fixed by it, i.e. the date 19.12.2025 would now be read as 29.07.2022. The calculation as submitted by the Petitioner at the rate of interest of 11.1% from the due date of possession as laid by RERA, i.e. 03.01.2020 till 29.07.2022, i.e. the date of possession as stated by the Claimant would be Rs.24,01,200/-. The impugned order shall now read as the amount fixed for the Petitioner to deposit the security towards the impugned order would be Rs.24,01,200/-. Considering that the period to be granted for deposit of this amount of four weeks, as initially fixed by the Appellate Authority, would have to be moved forward. The Petitioner shall deposit this amount by 20.03.2026. The amount shall be deposited before the Maharashtra RERA on the production of an authenticated copy of this order.

8. Rule is made absolute in the above terms.

Needless to state, that there is no opinion that is expressed by this Court on the merits of the matter, which is left for the Appellate Authority to decide upon based on the rival submissions that the parties may make. It is also clarified that this order shall not operate as a precedent since it is restricted only to the correction of the order of the Maharashtra RERA in the above terms.

9. Parties to act on the authenticated copy of this order.

VALMIKI MENEZES, J.