

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075

Complaint No. WBRERA/COM001265

Noble Estates Complainant.

Vs.

Anjan Shaw & Anr.. Respondents.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
03 16.09.2025	The Complainant, Noble Estates, represented by the Learned Advocates, Saptarshi Datta and Pourush Kanti Pal is present physically at the time of hearing of the instant complaint by filing hazira which will be kept in record. The Respondent, Anjan Shaw & Mr. Shuvam Shaw are represented by the Learned Advocate Subhendu Sanyal is physically present at the time of haring by filing hazira which will be kept in record. The Learned Advocate of the Complainant stated that the Complainant is a developer and the Respondents jointly booked a residential unit on 8th May, 2023 The total consideration of the said unit was fixed at Rs.1,34,57,525/- (excluding GST, advance maintenance, and sinking fund). The Respondent has paid Rs.10,50,000/- towards the booking amount. Thereafter the Respondents made further payment of Rs.10,00,000/- on 27.05.2023 and 01.06.2023 Rs.26,07,521.80/-. The Agreement for Sale was executed and duly registered between the parties. Till date the Respondents have made a cumulative payment of only Rs.42, 39,121.80 being 30% of the total consideration money. The Respondents were sent a detailed ledger reflecting payments made and the outstanding dues and the same was accepted and acknowledged by the Respondents but the Respondents failed to pay the balance consideration money and the Complainant has terminated the booking as per Clause 9.3 at Page No. 10 of the Agreement for Sale. The Learned Advocate also mentioned Clause 31.8 of the said Agreement for sale "In the event of cancellation of allotment the balance amount of money paid by the Allottee (other than booking money. Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of failing market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of Apartment to the another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The	

allottee shall prior to receipt of refund on the above account from the Promoter, at his/her own costs and expenses, execute all necessary cancellation related documents required by the Promoter.”

The Learned Advocate also stated that against the termination notice sent to the Respondents they proceeded before the City Civil Court and got injunction and the Complainant against the said the Order moved the Hon'ble High Court at Calcutta. The analogous hearing of the F.M.A.T. Nos. 49, 50, 51, and 52 of 2025 along with Civil Application No. 2 Of 2025 were heard on 10.03.2025 and Their Lordships the Hon'ble Mr. Justice Sabhasachi Bhyattacharyya and the Hon'ble Justice Uday Kumar was pleased to pass an Order by setting aside the Injunction Order passed by the City Civil Court at Calcutta with a view that “the plaintiffs (Respondents herein) does not have faith to pay the remaining, for whatever reason, as made in the paragraph no. 13 of the plaint, it is somewhat doubtful as to whether the suit for declaration or specific performance in respect of the contract is hit by the absence of readiness and willingness of the plaintiffs to perform their part of the contract and, thus, to have a decree either for declaration or for specific performance.” Thus Their Lordships set aside the orders and ad-interim Injunction and its extensions. So it is clear that at this stage there is no such Injunction against the Termination process.

The Respondent's Learned Advocate stated that they are willing to pay the balance amount within December, 2025 and there is another pending case before the City Civil Court regarding the same matter to be heard on 28th October 2025. The Respondents Learned Advocate confirmed his client submission made before this Authority through Form M where they affirmed that the complaint is not pending in any court of Law, tribunal, or any other Authority. The learned advocate for the Complainant submitted that the last payment made by the respondent was on 26th July 2023 and since then they have defaulted on several occasion for making payments as has agreed upon by the parties as executed through AFS and now they want to place before this Authority that they'll be making the remaining 70% payment of the total consideration amount for the flat by December 2025 which is astonishing.

Heard both the parties in details.

After hearing both parties, the Authority is pleased to give the following directions:-

- a). The Respondents are hereby directed to pay 50% of the unpaid amount as per the payment schedule agreed upon by the Respondents while executing the agreement for sale with the Complainant within 29th October, 2025 failing which the Complainant are at liberty to proceed with further course of action as per the Agreement for Sale .

Fix next hearing after **4(four) weeks** for further hearing and order.



(JAYANTA KR. BASU)
Chairperson
West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)
Member
West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)
Member
West Bengal Real Estate Regulatory Authority