

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,
1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

PROCEEDINGS OF THE AUTHORITY

Dated 28th JULY 2022

COMPLAINT NO: CMP/190823/0003854

COMPLAINANT.....

G. SANKETH,

A18, G2- Ground Floor,
Brigade Meadows,
Kanakapura Road,
Next Ravishankar Asarama,
Bengaluru - 560082.

(Rep. by Sri. R. Nagaraja Reddy, Advocate)

V/S

RESPONDENT.....

**CRM & ABDUL KARIM DGM & FATIMA
BEGUM.,**

CRM Puravankara ltd.,
130/1, Ulsoor Road,
Bengaluru - 560042.

(Rep. by Sri. Jatin C.S, Advocate)

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This complaint is filed under section 31 of the RERA Act against the project "Purva Sunflower" for the relief of execution of sale deed and possession.

Brief facts of the complaint are as under:-

The complainant has purchased the apartment in the project of the respondent by entering into an agreement for sale

6/3/22

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and construction agreement dated 14/06/2016. On 20/08/2019 and 21/08/2019 the complainant has sent reply e-mails to the respondent with clear statement for which the respondent sent two reply e-mails with two different types of amounts demanded. Hence, lot of confusion arose. There is a difference in the calculation. Hence, this complaint.

After registration of the complaint, in pursuance of the notice the respondent has appeared before the Authority through its counsel and filed objections as under.

Objections filed by the respondent:-

It has denied each and every allegation made against it by the complainant as false. It contends that, respondent is always ready and willing to execute the sale deed in favour of the complainant and to handover the possession of the apartment. But, the complainant has not co-operated in the process of registration of sale deed. Hence, the respondent has sent a detailed e-mail to the complainant on 20/08/2019 calling upon the complainant to come forward and participate in the process of registration. Once again on 22/07/2020 the respondent called upon the complainant to come forward and participate in the process of registration. But, the complainant has failed to come forward for the registration.

The time is one of the essences of the contract and complainant was required to make timely, punctual and full payments as per the agreements. But, the complainant has failed to make payments as agreed. Hence, the respondent has

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issued notice of termination on 10/08/2017 to the complainant. Subsequent to the issue of said notice the respondent was reasonable, understanding and considered enough to reduce the interest component which was owed by the complainant to the respondent on the delayed payments which is evident from e-mail dated 18/09/2019 in which the respondent clearly stated that it is willing to come down to Rs.5,00,000/- (Rupees Five Lakhs only) from Rs.22,96,548/- (Rupees Twenty two lakhs ninety six thousand five hundred and forty eight only). As per latest statement of accounts, the complainant owes Rs.22,03,185/- (Rupees Twenty two lakhs three thousand one hundred and eighty five only) to the respondent in respect of aforesaid agreements. Hence, prayed to dismiss the complaint with cost.

In support of his claim, the complainant has produced in all 3 documents such as copies of payment receipts, email conversations, legal notice dated:27/05/2019.

On the other hand, the respondent has produced in all 6 documents such as copies of e-mails exchanged, letter dated : 22/07/2020, letter cum cost sheet, agreement of sale, construction agreement, statement of accounts.

Heard arguments of both sides.

On the above averments, the following points would arise for my consideration:-

1. Whether the complainant is entitled for the relief claimed?



2. What order?

My answer to the above points are as under:-

1. In the Affirmative.
2. As per final order for the following

REASONS

My answer to the point No. 1:- Grievance of the complainant is that the emails sent by the respondent regarding payment demanded towards balance sale consideration of an apartment in the project 'Purva Sunflower' made lot of confusion as there is a difference in the calculation.

Same is resisted by the respondent on the grounds that their company was/is always ready and willing to execute the sale deed in favour of the complainant by handing over the possession of the apartment. In this regard the respondent has sent a detailed email dated:20/08/2019 to the complainant. But the complainant didn't come forward for the process of registration and has failed to make payments as agreed.

Perused the email dated:20/08/2019 sent by the respondent builder to the complainant calling upon him to make payment of balance amount with interest. On going through the exchange of emails between the parties it is clear that respondent is ready and willing to complete the formalities of registration of the sale deed and to handover possession of the apartment as agreed in favour of the complainant. However, it seems complainant did not come forward to participate in the process of

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registration as expected. As a consequence, interest on delayed payment seemed to have been mounted up. Anyhow the respondent has now come forward with a proposal considerably reducing the interest payable by the complainant on the delayed payment. Originally the amount owed to the tune of Rs.22,03,185/- has now been reduced to Rs. 13,67,138/-. Under these circumstances, the complainant can very well get the sale deed executed in his favour on payment of said amount and looking to the delay in payment on the part of the complainant, the interest so far charged by the respondent seems to be just and adequate payment of which the complainant cannot avoid.

With these observations, this Authority comes to the conclusion that subject to payment of Rs.13,67,138/- in addition to the sale consideration, respondent may be directed to execute the sale deed in favour of the complainant and to handover the possession of the apartment. Accordingly, the point raised above is answered in the Affirmative.

My answer to the point No. 2:- In view of the above discussion, complaint deserves to be allowed. Hence, I proceed to pass the following order

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. **CMP/190823/0003854** is hereby allowed.



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Subject to payment of Rs.13,67,138/- (Rupees Thirteen lakhs sixty seven thousand and one hundred and thirty eight only) apart from sale consideration. Respondent is directed to execute the sale deed in favour of the complainant and to handover the possession of the apartment after receipt of entire amount i.e., Rs.13,67,138/- Rupees Thirteen lakhs sixty seven thousand and one hundred and thirty eight only) and balance sale consideration within 60 days from the date of this order. Failing which, both parties are at liberty to initiate further action against the party who fails to comply with this order.

No order as to costs.



(H.C. Kishore Chandra)
Chairman
KRERA