

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 BEFORE BENCH 6

Dated 7th OCTOBER 2022

PRESIDED BY HON'BLE MEMBER SMT.NEELMANI N RAJU

COMPLAINT NO.:CMP/UR/220418/0009366

COMPLAINANT.....

**MR.K.T. SUSHENDRAN
NO.331/A, SRINIDHI
2ND CROSS, BANGIYAPPA GARDEN
SHANTINAGAR
BENGALURU-560027.**

V/S

RESPONDENT....

**SHRIVISION TOWERS PRIVATE LTD
NO.40/43, 8TH MAIN, 4TH CROSS
SADASHIV NAGAR
BENGALURU-560080.**

**(By Mr.Joseph Anthony,
Advocate & others, JSM Law
Partners)**

J U D G E M E N T

This complaint is filed under section 31 of the RERA Act against the project "SHRIRAM GREENFIELD PHASE-2" developed by "SHRIVISION TOWERS PRIVATE LIMITED" on Sy.No.73/1, 73/2A, 74(P) & 81, Bommanahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Hoskote, Bengaluru Rural District for the relief of interest on delay.

2. This project has been registered under RERA bearing registration No. PRM/KA/RERA/1250/304/PR/171014/001220 valid from 10/8/2017 till 31/3/2021. The project was extended due to COVID-19 for a period of 9 months i.e. till 31/12/2021. As the registration of the project expired on 31/12/2021, the



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Authority extended the registration for a further period of 12 months which is valid till 31/12/2022.

Brief facts of the complaint are as under:-

3. The complainant has purchased an apartment No.J-1309, Tower 'J' in the project of respondent by entering into an agreement for sale on 30/08/2021 and has paid an amount of Rs.39,75,316/- as on 31/12/2021 and subsequently paid a sum of Rs.3,77,374/- on 5/5/2022 and Rs.1,10,000/- as on 18/5/2022 i.e. in all Rs.44,62,690/- (Rupees Forty Four Lakh Sixty Two Thousand Six Hundred and Ninety only) to the respondent. As per the agreement respondent was supposed to handover the apartment on 31/12/2021 with a grace period of six months, but till today the respondent has not handed over the apartment to the complainant. Though more than a year has been lapsed, the respondent has failed to complete the project and deliver the possession of flat on time. The respondent has simply kept postponing the date of possession and has defaulted on terms and conditions, due to which as a buyer, the complainant has suffered monetary losses by paying rent and EMIs to Bank. Hence, the respondent is liable to pay interest on delay period.

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

The Respondent contends that the complainant is not entitled for seeking relief sought in light of the Agreement of Sale dated 27/4/2018 and submits that the delay in completion of the project was due to force majeure conditions such as, scarcity of raw materials, non-availability of skilled labours, transport disruption or such reasons beyond the control of the respondent, and the respondent cannot be held liable to compensate the complainant under section 18(1) of RERA Act. In addition COVID-19 pandemic and the lockdown have also



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contributed significantly to the obstacles faced by the respondent. The respondent contends that there is no wilful delay or default by the respondent in handing over the possession of the apartment to the complainants and continues to remain committed to delivering the possession to its customers. The respondent denies the allegations of the complainant and prays not to grant the relief sought by the complainant in the interest of justice and equity.

5. In support of their defence, the respondent has submitted copy of the Agreement for Sale, copies of the RERA Registration, RERA extension certificates.

6. The complainant has uploaded and produced in all 4 documents such as copies of Agreement of Sale, payment receipts, Payment statement dated 18/7/2022 issued by Shrivision Towers Private Limited and memo of calculation as on 18/07/2022.

7. Heard arguments of both sides.

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

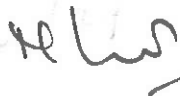
1. Whether the complainant is entitled for the relief claimed?
2. What order?

9. My answer to the above points are as under:-

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

REASONS

10. My answer to point No.1:-From the materials placed on record, it is apparent that inspite of entering into an agreement to handover the possession of an apartment within 31/12/2021 with the grace period of six months, the



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respondent failed to abide by the terms of the agreement and not handed over the possession of the apartment to the complainant till today. The complainant vide his memo of calculation as on 18/07/2022 has claimed an amount of Rs.2,12,458/- (calculated from 31/12/2021 to 18/07/2022) as delay period interest. The respondent vide his memo of calculation as on 29/9/2022 submits that the delay period interest payable to the complainant is Rs.97,465/- (calculated from 30/6/2022 till 29/9/2022). There is no dispute over the principal amount paid and received by the complainant and respondent. Having regard to all the above aspects, the Authority is of the opinion that the complainant is entitled for delay period interest from 31/12/2021 and later on.

11. Therefore, it is incumbent upon the respondent to pay interest on delay as under:

Payment Details			
S.NO	TYPE	AMOUNT	DATE
1	TOTAL PAYMENT TILL POSSESSION	3975316	31-12-2021
2	SUBSEQUENT PAYMENT 1	377374	05-05-2022
3	SUBSEQUENT PAYMENT 2	110000	18-05-2022
4	TOTAL PRINCIPLE AMOUNT	44,62,690	

Interest Calculation						
S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 39,75,316						
1	31-12-2021	31-01-2022	31	7.3	9.3 as on 15-12-2021	31,399

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2	31-01-2022	28-02-2022	28	7.3	9.3 as on 15-01-2022	28,360
3	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	28,360
4	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	31,399
5	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	30,713
6	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	32,074
7	28-06-2022	18-07-2022	20	7.7	9.7 as on 15-06-2022	21,129
INTEREST CALCULATION FOR 1 SUBSEQUENT PAYMENT 3,77,374						
1	05-05-2022	05-06-2022	31	7.4	9.4 as on 15-04-2022	3,012
2	05-06-2022	05-07-2022	30	7.5	9.5 as on 15-05-2022	2,946
3	05-07-2022	18-07-2022	13	7.7	9.7 as on 15-06-2022	1,303
INTEREST CALCULATION FOR 2 SUBSEQUENT PAYMENT 1,10,000						
1	18-05-2022	18-06-2022	31	7.5	9.5 as on 15-05-2022	887
2	18-06-2022	18-07-2022	30	7.7	9.7 as on 15-06-2022	876
					TOTAL DELAYED INTEREST as on 18/07/2022	2,12,458

12. Accordingly, the point raised above is answered in the Affirmative.

(Handwritten Signature)

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13. My answer to point No.2:- In view of the above discussion, I proceed to pass the following

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. **CMP/220418/0009366** is hereby allowed. Respondent is directed to pay a sum of Rs.2,12,458/- (Rupees Two Lakh Twelve Thousand Four Hundred and Fifty Eight only) towards delay period interest to the complainant within 60 days from the date of this order, calculated at MCLR + 2% from 31/12/2021 to 18/07/2022 and later on. The interest accruing from 19/07/2022 till the date of final payment will be calculated likewise and paid to the complainant. Failing which, the complainant is at liberty to initiate action for recovery in accordance with law if the respondent fails to pay the amount as per the order of this Authority.


(Neelmani N Raju)

Member-2
K-RERA

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