

**KARNATAKA STATE LEGAL SERVICES AUTHORITY**

**BEFORE THE LOK ADALAT**

**IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT  
BENGALURU**

**DATED: 1st DAY OF MARCH 2023**

**: CONCILIATORS PRESENT:**

Smt. Maheshwari S Hiremath ..... Judicial Conciliator

AND

Sri. Shivabhushan S H ..... Advocate conciliator

**COMPLAINT NO : CMP/201114/0007060**

Between

Sri. Sunil Banthiya and Smt. Ruchi Banthiya ..... Complainants

AND

Nitesh Housing Developers Private Limited ..... Respondent/s

**Award**

The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised/settled the matter, as per the joint memo dated: 01.03.2023 filed during the pre Lok Adalat sitting on dated: 01.03.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The complaint stands disposed of as per the joint memo and joint memo is ordered to be treated as part and partial of the award.

*LM*  
*1/3/23*  
Judicial conciliator

*Shiva* KAR/2064/2012  
Advocate conciliator



# ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎನ್ಫೋರ್ಸ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP no: 7060

ಪುಟ ಸಂಖ್ಯೆ .....

ವಿಷಯ Sunil Bamthiya and Ruchi Bamthiya v/s  
Nitesh Housing Developers pvt. ltd,

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

## CMP-7060

01.03.2023

As per the request of the complainants and Authorized signatory of respondent, this complaint is taken-up for amicable settlement before the National pre Lok Adalat held on 01.03.2023.

The complainants and Authorized signatory of respondent have filed the joint memo stating that matter has been settled between the parties. The settlement entered into between the parties is voluntary and legal one. Hence, settlement is accepted and consequently the execution proceedings in the above case have been closed as settled between the parties in terms of above joint memo. The RRC/recovery warrant issued against the respondent in this case is hereby recalled and office is hereby directed to intimate about RRC/recovery warrant in this to the concerned DC. For consideration of joint memo and award matter is referred to National Lok - Adalat to be held on 24.06.2023.

For NHDPL South Private Limited

*Majumdar*  
Authorized Signatory  
Signature of O.P

*W*  
11/3/23

Judicial Conciliator

*Shrin* KAR/2064/2012

Advocate conciliator

**BEFORE LOK-ADALAT IN THE KARNATAKA REAL ESTATE  
REGULATORY AUTHORITY, AT BENGALURU**

**COMPLAINT NO : CMP/201114/0007060**

Complainants : Sunil Banthiya and Ruchi Banthiya

-Vs-

Respondent : Nitesh Housing Developers Private Limited

**JOINT MEMO**

The complainants and the respondent in the above complaint jointly submit as under:

1. During the pendency of the above complaint, the complainants/allottees and the respondent/promoter after due deliberation have got their dispute pertaining to the subject matter of the complaint settled amicably before the Lok-Adalat.

2. In view of the same, they jointly request this Lok Adalat to dispose of the complaint as amicably settled before the Lok Adalat since the complainants have agreed to receive the cheque for Rs. 29,61,056/- (Rupees twenty nine lakhs sixty one thousand and fifty six only) vide cheque bearing No.187204 dated 21/02/2023, drawn on HDFC Bank Ltd., as full and final settlement in the above matter.

3. The execution claim involved in this complaint is being fully satisfied and complainants have no further claim against respondent in this complaint. Both parties to the proceedings have no claim whatsoever against each other in respect of the subject matter of the above complaint. If there is any claim by either of the parties to this complaint against the other before any forum or Court relating to the subject matter of the above complaint, they have agreed that the same be disposed off as settled by either party filing an appropriate memo in such cases.

4. Parties further request that this settlement be recorded in the National Lok-Adalat to be held on 24.06.2023.

Bengaluru

Date:01/03/2023

S Banthiya Ruchi Banthiya

Complainants/Allottees

Nitesh Housing Developers Private Limited

Authorized Signatory of Respondent/Promoter

Authorised Signatory

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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 4**

**Dated 1<sup>st</sup> JUNE 2022**

**COMPLAINT NO.: CMP/201114/0007060**

**COMPLAINANTS.....**

**SUNIL BANTHIYA &  
RUCHI BANTHIYA**  
E1, The Grove, 20/6,  
Sarjapura Main Road,  
Carmelaram,  
Bengaluru – 560035.

**(In person)**

**V/S**

**RESPONDENTS.....**

**NITESH HOUSING DEVELOPERS  
PRIVATE LIMITED.**

Nitesh Timesquare, 7<sup>th</sup> Floor,  
No. 8, MG Road,  
Bengaluru – 560001.

**(Rep. by. Sri. Harish Kumar MD,  
Advocate)**

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This complaint is filed under section 31 of the RERA Act against the project “Nitesh Melbourne Park” for the relief of refund with interest.

**Brief facts of the complaint are as under:-**

The complainants have entered into an agreement of sale and construction agreement with respondent and paid Rs.24,61,056/- on 24/03/2016. They had paid advance amount of Rs.5,00,000/- on 01/09/2014. The respondent had delayed the project and recently



# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

## Karnataka Real Estate Regulatory Authority,

# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
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communicated that they are not going ahead with it. The respondent has not refunded the amount or given any compensation for the delay and breach of agreement. Hence, this complaint.

After registering the complaint, in pursuance of the notice, the respondent has appeared before the Authority through his counsel and filed objections.

### **Objections of the respondent are as under:-**

The respondent has denied all the allegations made against it by the complainant as false. It contends that the complainant had entered into an agreement of sale and construction agreement with them on 09/03/2017. The respondent could not complete the project due to various force majeure conditions such as demonetisation, non availability of skilled labour, scarcity of raw materials and lorry strike. Further the project was delayed due to COVID 19 pandemic. Hence, the respondent could not complete the project as agreed. The complainant has not made full payment towards purchase of apartment. As per agreement if the purchaser cancels / withdraws from the project, the respondent is entitled to withhold a sum equivalent to 18% of total amount along with entire tax.

The respondent has been trying its best to complete the project and to handover the possession to the allottees including the complainant within a reasonable time hence prayed to dismiss the complaint.

In support of his claim the complainant has produced in all 4 documents such as copies of payment receipt of Rs.5,00,000/- and Rs.24,61,056/- dated 01/09/2014 and 24/03/2016, Construction agreement dated 09/03/2017 and Agreement to sell dated 09/03/2017.



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Respondent has not furnished any documents.

Heard arguments.

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

1. Whether the complainant is entitled for refund of amount of Rs.29,61,056/- with interest?
2. What order?

**My answer to the above points is as under:-**

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

**REASONS**

**My answer to point No. 1:-** It is not in dispute that respondent had received a sum of Rs.5,00,000/- as advance on 01/09/2014 and Rs.24,61,056/- on 24/03/2016. Grievance of the complainant is that the respondent recently had communicated that they are not going ahead with the project. Therefore, the complainant claims refund of amount with interest.

As against this, contention of the respondent is that he had entered into an Agreement of Sale on 09/03/2017 and the delay in completion of the project was due to force majeure like demonetisation, non-availability of skilled labour, scarcity of raw materials, lorry strike etc., He also cites COVID 19 pandemic as a reason for further delay in the completion of project. He claims to be entitled to withhold 18% of advance amount in the event of purchaser cancels the agreement of sale.



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On perusal of the records, so also grounds urged by both the parties in support of their contentions, it is to be noted that, the reasons assigned by respondent for delay in completion in project are not coming within the purview of force majeure.

Apparently, except pandemic all are attributable to act of human being. The amount of Rs.5,00,000/- and Rs.24,61,056/- was received in the year 2014 and 2016 respectively. Circumstances narrated by the respondent as reasons for delay arose 2 years after the receipt of such amount. As far as pandemic is concerned, it was in the year 2020-21. The grounds urged by the respondent for delay cannot be accepted. In addition, the complainant has approached this forum only on respondent communicating his decision not to proceed with the project. Therefore, the respondent cannot withhold 18% of amount as claimed.

For the above reasons, this Authority concludes that the complainant is entitled for refund of amount with interest.

### **Interest calculation till 30/04/2017 (Before RERA)**

Sl. No.	Date	Amount paid by customer	No. of days till 30/04/2017	Interest @ 9%	Total
1	01/09/2014	500000	972	119835	619835
2	24/03/2016	2461056	402	243947	2705003
		<b>2961056</b>		<b>363782</b>	<b>3324838</b>

### **Interest calculation from 01/05/2017 (After RERA)**

Sl. No.	Date from 01/05/2017	Amount paid by customer	No. of days	No. of days till	MCLR Interest X%	Interest Rate X+2%	Total
1	01/05/2017	2961056	1855	30/05/2022	8.15	10.15 as on 01/05/2017	1527438
		<b>2961056</b>					<b>1527438</b>

*Handwritten signature*

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**Memo Calculation**

Principle amount (A)	Interest (B)	Refund from Promoter (C)	Total Balance Amount (A+B+C)
2961056	1891220	0	4852276

Accordingly, I answer this point in the Affirmative.

**My answer to point No. 2:-** In view of the above discussion, 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/201114/0007060 is hereby allowed. Respondent is directed to pay the amount of Rs.48,52,276/- to the complainant within 60 days from the date of this order.



**(H.C. Kishore Chandra)**

Chairman  
K-RERA



1. Introduction  
2. Methodology  
3. Results  
4. Discussion  
5. Conclusion

The study was conducted in a laboratory setting. The participants were recruited from a local university. The data was collected over a period of six weeks.

The results of the study show a significant increase in the number of participants who completed the task. This suggests that the intervention was effective.

The discussion highlights the importance of the study and the implications of the findings. It also discusses the limitations of the study and the need for further research.

The conclusion summarizes the main findings of the study and provides a final statement on the effectiveness of the intervention.

References  
1. Smith, J. (2010). The effects of the intervention on the number of participants who completed the task. *Journal of Psychology*, 145(3), 456-472.

2. Jones, A. (2011). The impact of the intervention on the number of participants who completed the task. *Journal of Psychology*, 146(4), 567-583.

3. Brown, C. (2012). The effects of the intervention on the number of participants who completed the task. *Journal of Psychology*, 147(5), 678-694.

4. White, D. (2013). The impact of the intervention on the number of participants who completed the task. *Journal of Psychology*, 148(6), 789-805.