

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-4**

**PRESIDED BY SHRI. H.C. KISHORE CHANDRA, HON'BLE CHAIRMAN**

**Dated 30<sup>th</sup> DAY OF SEPTEMBER 2023**

**COMPLAINT No: CMP/UR /211229/0008756**

**COMPLAINANT**

ANKUR  
S/O AJAY KUMAR  
CHOUDHARY  
HOUSE NO: C-14  
POST SECTOR-4  
BOKARO STEEL CITY  
BOKARO  
JHARKHAND-827004

(IN PERSON)

V/s

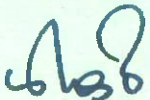
**RESPONDENT**

M/S HIREN WAHEN  
BUILDTECH PRIVATE  
LIMITED  
2317, 3<sup>RD</sup> FLOOR, 27<sup>TH</sup> MAIN  
SECTOR, HSR LAYOUT  
BENGALURU-560102

(EX-PARTE)

**JUDGEMENT**

1. This complaint is filed under section 31 of Real Estate (Regulation and Development) Act, 2016 against the project "HIGH CLIFF" developed by " M/s HIREN WAHEN BUILDTECH PRIVATE LIMITED" for the relief of refund of amount with interest.

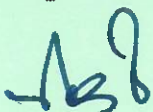


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2. This complaint is filed by the complainant Ankur. As per agreement of sale dated 05/03/2020, both the complainant and her wife Sabita Devi are the purchasers.
3. This project is registered in RERA bearing registration No. PRM/KA/RERA/1251/446/PR/171031/001436 which was valid from 23/08/2017 to 22/04/2019. This Authority granted further extension as provided u/s 6 of the Act upto 22/4/2020. On account of COVID-19, a further extension of 9 months was allowed by the Authority and the project completion period was extended upto 21/01/2021.
4. The promoter has developed this project in the limits of property bearing No. 123, Sl.No.1158, Sy.No: 86/4 & 86/6 situated at Panathur Village, Varthur 2 Hobli, Bengaluru East Taluk, presently within the limits of Bruhat Bengaluru Mahanagara Palike, Bengaluru.
5. The gist of the complaint is that the complainant has entered into an agreement of sale dated 05/03/2020 with respect to flat no.B2-102 in the project "HIGH CLIFF" of the respondent for a total sale consideration Rs.80,44,134/- (Rs. Eighty lakhs forty four thousand one hundred thirty four only). The complainant has paid an amount of Rs.2,00,000/- on 22/12/2022, Rs.6,04,413/- on 22/12/2022 altogether Rs.8,04,413/- (Rs. Eight lakhs four thousand four hundred thirteen only) as per the memo of calculation furnished by the complainant on 22/12/2022 which has been duly acknowledged by the respondent-promoter. The respondent was required to hand over the possession of the said



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flat to the complainant within 5<sup>th</sup> December 2020 as per agreement of sale dated 05/03/2020. It is contended that he is not getting loan from desirable bank named SBI since the banker is not ready to sanction loan on this project. Due to the aforesaid reason, he has cancelled the flat as on 16<sup>th</sup> August 2020 and requested the builder to refund the entire amount paid by him. After several reminders through email the builder did not refund the amount. Therefore, the complainant has approached this forum seeking for the relief of refund with interest. Hence, this complaint.

6. After registration of the complaint, in pursuance of the notice, the respondent neither appeared before this Authority during the hearings held on 26/9/2022, 19/10/2022, 7/11/2022, 22/11/2022, 14/12/2022, 17/01/2023, 3/2/2023, 03/03/2023, 10/04/2023, 11/4/2023, 26/5/2023 and on 07/07/2023 nor contested the matter by producing documents if any on his defence but continuously remained absent on all the dates of hearings. Hence he has been placed as Ex-parte.
7. In support of his claim, the complainant has produced documents such as (1) copy of agreement of sale dated 05/03/2020 (2) details of payments made to the respondent (3) Memo of calculation.

8. Heard arguments of the complainant.

9. 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?



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10. **Findings on the above points are as under:-**

1. Partly Affirmative.
2. As per final order for the following:

**FINDINGS**

11. **Findings on point No.1:-** The complainant has approached this forum seeking for the relief of interest on delay period. The grounds urged are that the complainant has booked a flat bearing no. B2-102 in the project "HIGH CLIFF" of the respondent promoter. The builder has promised to hand over the possession within 3<sup>rd</sup> December 2020. He has cancelled the said flat on 16<sup>th</sup> August 2020 since banker has not sanctioned the loan on this project and requested the respondent to refund the entire amount along with interest. After several reminders through email, the builder did not return the amount of Rs.8,04,413/- Therefore, he has approached this forum seeking for the relief of refund of amount paid along with interest.

12. Undisputedly, the complainant has booked a flat bearing no. B2-102 in the project "HIGH CLIFF" which is developed by the respondent. The complainant has paid an amount of Rs.2,00,000/- on 22/12/2022, Rs.6,04,413/- on 22/12/2022 altogether Rs.8,04,413/- (Rs. Eight lakhs four thousand four hundred three only) which has been duly acknowledged by the respondent. It is pertinent to note that as per agreement of sale dated 05/03/2020 the respondent was supposed to hand over possession of the flat no. B2-102 in the project "HIGH CLIFF" to the complainant before 3<sup>rd</sup> December 2020. Hence, with regard to claim of the complainant for interest on the delay period is premature.

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13. Herein this case, this issue is not related to delay but due to the complainant voluntarily seeking withdrawal of amount. Hence, he can claim that much of the amount paid after permissible deductions as per law.

14. Despite of several notices served upon the respondent, he did not appear before this Authority but continuously remained absent on all the dates of hearings. Subsequently he has failed to file statement of objections and furnishing documents in support of his defence and hence not contested the matter. In the absence of any resistance by the respondent and considering the claim of the complainants which is corroborated with the documentary evidence, there is no option left to this Authority except to accept the claim of the complainant. Considering all these aspects, the point raised above is answered as Partly Affirmative.

**15. Findings on point no.2.** In view of the above discussion, I conclude that, this complaint deserves to be allowed partly. Accordingly, 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/UR/211229/0008756 is hereby allowed as under:

1. The respondent is hereby directed to refund the principal amount of Rs.8,04,413/-(Rs. Eight lakhs four thousand four hundred thirteen only) with permissible deductions in accordance with law to the complainant within 60 days from the date of this order.

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2. The complainant is at liberty to enforce the said order in accordance with law if the respondent fails to comply with the order.

No order as to costs.

  
(H.C. Kishore Chandra)  
Chairman  
K-RERA

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