

PROCEEDINGS OF THE AUTHORITY
BEFORE BENCH 5
PRESIDED BY HON'BLE MEMBER G.R. REDDY
COMPLAINT NO: CMP/00722/2023

DATED THIS 4th DAY OF OCTOBER, 2023

COMPLAINANTS : Ms.Chitra Srinivas
Villa G, MIMS Espacio, Behind Jakkur
Flying Club, Jakkur, Yelahanka
Bangalore : 560 064

(Party in Person)

**RESPONDENT /
PROMOTER** : M/s.Legacy Global Projects Pvt Ltd.
No.333, Thimmaiah Road,
Bangalore : 560 052
(None Represented)

**PROJECT NAME &
REGISTRATION NO.** : LEGACY VIVIENDA
PRM/KA/RERA/1251/309/PR/
171015/000885

J U D G E M E N T

This complaint is filed under Sec-18 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project LEGACY VIVIENDA, situated Doddajala village, Bangalore, praying for a direction to Refund the amount paid with Interest.

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. As per the details furnished by the Complainants in the memo of calculation, the complainant has entered into an agreement of sale on 18.07.2016. The project completion date as per agreement was 18.07.2019. The complainant has paid an amount of Rs.14,03,000 (Rupees Fourteen Lakhs Three Thousand only) to the Respondent. Since the project



could not be completed even after seven years from the date of agreement and the apartment is not handed over to the complainant as per the agreed date i.e., 18.07.2019. There is no communication from the Respondent intimating the probable date of completion and handing over the apartment booked by the complainant. Hence, the complainant has filed the above complaint before the Authority praying for following reliefs:

Direct the Respondent to refund all monies with interest

2. As per the agreement, it is seen that the completion date is agreed as 18.07.2019. The promoter-respondent was required to complete the project and hand over possession of the apartment by 18.07.2019. Since the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee, this complaint is admissible for relief under Section 18 of the Act.

3. After registration of the complaint, notice was sent to both complainant and respondent to appear before the Authority. Hearings were conducted on 12.09,2023 and 19.09.2023. Complainant has appeared before the Authority filed memo of calculation for refund with interest together with payment receipts and copy of the agreement of sale and served the same on the Respondent. The Respondent neither appeared nor authorised anyone to appear before the Authority to file statement of objections. The Respondent was given opportunities to appear before the Authority and file their statement of objections. The respondent failed to appear before the Authority on the above days of hearing and hence the Respondent is placed ex-parte.

4. Based on the documents and information furnished by the Complainant in her memo of calculation for refund with interest, it is apparent that the promoter has to deliver the apartment on or before

18.07.2019, but failed to handover possession of the apartment. Since the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee as per the agreed time schedule, this complaint is admissible for relief in accordance with Section 18 of the Act.

5. As per Section 18 of RERA Act, in case the allottee wishes to withdraw from the project the promoter is liable without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building as the case may be with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act. Therefore, as per Section 18 of the Act, the promoter is liable to refund the amount received along with interest as per RERA Act.

6. From the averments made in the complaint and the documents produced by the Complainant, it is evident that the complainant has paid the sale consideration amount and is entitled to get refund of their amount paid along with interest as per the memo of calculation submitted by the Complainant. The Promoter-Respondent has not submitted any memo of calculation or objections to the memo of calculation submitted by the Complainant.

7. Therefore, it is incumbent upon the respondent to refund the amount with interest which is determined as under:

Memo of Calculation for Refund submitted by the Complainant as on 11.09.2023

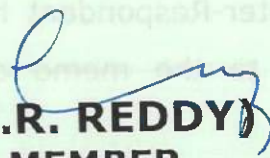
Principle amount (A) Rs.	Interest (B) As on 11.09.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
14,03,000	9,51,676		23,54,676



And accordingly the Authority passes the following:

ORDER

1. In exercise of the powers conferred under Section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint Bearing No. **CMP/00722/2023** is hereby allowed.
2. Respondent is directed to refund a sum of **Rs. 23,54,676/- (Rupees Twenty three lakhs fifty four thousand six hundred seventy six only)** towards refund with interest to the complainant within 60 days from the date of this order as per the calculation of the Complainant, calculated from 01/05/2017 till 11.09.2023. The interest due from 12.09.2023 up to the date of final payment will be calculated likewise and paid to the complainant. 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.


(G.R. REDDY)
MEMBER
FIFTH ADDITIONAL BENCH
K-RERA

Principle amount (A) Rs.	Interest (B) As on 11.09.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
14,03,000	9,51,676		23,54,676