

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/00071/2023

DATED THIS 6TH DAY OF DECEMBER, 2023

COMPLAINANTS : Mr.Ram Kishor Jha
No.24, Salarpuria Arena,
Hosur Main Road, Adugodi
Bangalore : 560 030

(Mr.Vasanth Kumar.N, Advocate)

RESPONDENT / PROMOTER : 1. M/s.Mangalya Constructions
F1, Redtree Classic
433/C, 7th B Main Road,
9th Cross, Narayana Nagar
3rd Block, Doddakallasandra Post
Bangalore : 560 062

2. Mr.Sanjay Suryanarayana
F1, Redtree Classic
433/C, 7th B Main Road,
9th Cross, Narayana Nagar
3rd Block, Doddakallasandra Post
Bangalore : 560 062

(None Represented)

PROJECT NAME & : MAANGALYA PROSPER SIGNATURE
BLOCK
REGISTRATION NO. PRM/KA/RERA/1251/310/PR/
180917/002010

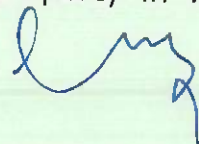


J U D G E M E N T

This complaint is filed under Sec-18 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project **MAANGALYA PROSPER SIGNATURE BLOCK** situated at Sy.No.57/4, Anjanapura 3rd A Block, Uttarahalli Hobli, Bangalore South Taluk, Bangalore Urban, praying for a direction to Refund the booking 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 booked an apartment and the Respondents have allotted an apartment bearing No.S-912 by its letter dated 05-12-2020 allotting the said unit in the project known as **MAANGALYA PROSPER SIGNATURE BLOCK** in favour of the complainant and the complainant paid booking amount of Rs.3,00,000/- (Rupees Three Lakhs only).
2. The project completion date as agreed between the complainant and respondents was 31.12.2021. After booking the apartment, the Complainant wanted to know whether any Rajkalve or graveyard or any other dispute in respect of the property booked by the Complainant. The complainant also requested the Respondents to see the flat which the complainant has booked. But the Respondents did not permit the complainant to see the flat booked by him because of safety concerns. When the complainant visited the old block for rental purpose and was shocked to see that there is a graveyard next to the boundary of the property in which the



complainant has booked an apartment. Hence, the complainant expressed their intention in not to proceed with the purchase of the apartment and asked the respondents to refund the booking amount paid. Since, it is more than 2 years from the date of payment of booking amount, the respondents did not respond to the emails sent by the complainant. The complainant also submitted that the respondents have issued a post dated cheque for Rs.3,00,000/- towards the refund of the booking amount and when it was presented to the bank of the complainant, the complainant received 'Return Advice' from the bank with an endorsement "stop payment" and hence filed the above complaint praying for:

Refund of the booking amount paid together with Interest

The complaint filed by the Complainant is admissible for relief in accordance with Section 18 of the Act.

3. After registration of the complaint, Notice was sent by the Authority to both complainant and respondents to appear before the Authority on 13.09.2023. Complainant entered appearance through his counsel before the Authority, filed Vakalath, memo of calculation together with supporting documents and served the same on the Respondents. The Respondents did not enter appearance nor represented by anybody during the hearing. The hearing of the complaint was adjourned to 16.11.2023 to enable the Respondents to file statement of objections, if any.

4. Again during the hearing on 16.11.2023, the Respondents were absent and did not file any statement of



objection. Final opportunity was given to both Complainant and Respondents to file written submission / statement of objections together with supporting documents and the hearing was adjourned to 28.11.2023. The Respondent was continuously absent on all the three dates of hearing and not filed any statement of objections in spite of giving sufficient opportunities to the respondent, hence the respondents are placed ex-parte.

5. Based on the documents and information furnished by the Complainant in its memo of calculation for refund of the booking amount with interest, it is apparent that the promoter has received the amount and failed to refund the money with interest. Since the respondent-promoter has failed to refund the money to the complainant, this complaint is admissible for relief in accordance with Section 18 of the Act.

6. 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 booking amount received along with interest.

7. From the averments made in the complaint and the documents produced by the Complainant, it is evident that the complainant has paid the booking amount and also produced

various documents such as Allotment Letter, Receipt for having paid the booking amount and email communications, requesting the respondents to refund the booking amount in support of his contention and is entitled to get refund of his booking amount paid along with interest as per the memo of calculation submitted by the Complainant.

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

Memo of Calculation for Refund submitted by the Complainants as on 28.08.2023


Principle amount (A) Rs.	Interest (B) As on 28.08.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
3,00,000	75,673		3,75,673

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/00071/2023 is hereby allowed.

2. Respondents are directed to refund a sum of **Rs. 3,75,673/- (Rupees Three lakhs seventyfive thousand six hundred seventy three only)** towards refund with interest to the complainant within 60 days from the date of this order as per the calculation of the Complainants, calculated from 01/05/2017 till 22.08.2023. The interest due from 23.08.2023



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 respondents fails to pay the amount as per the order of this Authority.


(G.R. REDDY)

MEMBER

FIFTH ADDITIONAL BENCH

K-RERA

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