

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/00154/2023

DATED THIS 11th DAY OF DECEMBER, 2023

COMPLAINANT : Mr.B.K.Nagaraj
No.13, Raj Residency, 3rd Main,
1st Cross, Vinayaka Layout
Shanthipura Electronic City Post
BANGALORE : 560 100

(Mr.Nagesha Poojari, Advocate)

RESPONDENT / PROMOTER : 1. M/s.East North Realty Pvt Ltd.
No.2317, 3rd Floor, 27th Main,
Sector-1, HSR Layout
Bangalore : 560102 by its
Director Mr.Prabhakar Reddy

2. Mr.R.Venkatesh
Flat No.105, I Floor, SLV Pride
Apartment, Pragathinagar,
Chikkathoguru Main Road,
Electronic City Post, Bangalore:100

(None Represented)

PROJECT NAME & REGISTRATION NO. : NASH VILLE
PRM/KA/RERA/1251/308/PR/
171223/002274

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 **NASH VILLE** situated at Sy.No.36/3,



Iggalur Village, Attibele Hobli, Anekal, Bengaluru Urban
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 dated 29.11.2019 for purchase of an apartment and paid a sum of Rs.42,00,000/- (Rupees Forty Two Lakhs only) towards purchase of an apartment in the project known as **NASH VILLE**.

2. The project completion date as per agreement was 28.11.2020. The Respondent has not completed the project as per the date agreed in the agreement and handed over the apartment to the complainant. Since it is more than 2 years delay from the date of completion agreed by the Respondent and failed to communicate the probable date of completion to the complainants. The complainants have filed the above complaint before the Authority praying for following reliefs:

**Refund of the amount paid together
with Interest**

3. From the records produced by the Complainant, as per the agreement, the completion date is agreed as 28.11.2020. The promoter-respondent was required to complete the project and hand over possession of the apartment by 28.11.2020. Since the respondent-promoter has failed to complete the construction and handover the apartment within the due date mentioned in the agreement, the complaint filed by the Complainants is admissible for relief in accordance under Section 18 of the Act.

3. After registration of the complaint, Notice was issued by the Authority to both complainant and respondent to appear before the Authority on 13.09.2023. Complainant entered appearance through his counsel before the Authority and the Respondent did not enter appearance nor represented by anybody during the hearing. The hearing of the complaint was adjourned to 16.11.2023.

4. During the hearing on 16.11.2023, the Complainant has filed MOC for refund with interest along with supporting documents and served the same on the respondent and produced copy of the acknowledgement for having served on the respondent. The Respondent has neither filed any MOC nor disputed the MOC filed by the Complainant. The respondents were absent on both the days of hearing, hence placed ex-parte. Based on the documents and information furnished by the Complainants in their memo of calculation for refund 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 complainants, 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.

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 the same has been acknowledged by the Respondent in the registered agreement of sale. Therefore, the complainant is entitled to get refund of the amount paid along with interest as per 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 Complainants as on 11.11.2023

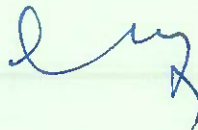
Principle amount (A) Rs.	Interest (B) As on 11.11.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
42,00,000	22,46,190		64,46,190

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/00154/2023 is hereby allowed.

2. Respondent is directed to refund a sum of **Rs. 64,46,190/- (Rupees Sixty Four Lakhs Fortysix Thousand One hundred ninety 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 11.11.2023. The interest due from 12.12.2023 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

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