

PROCEEDINGS OF THE AUTHORITY
BEFORE BENCH 5
PRESIDED BY HON'BLE MEMBER G.R. REDDY
COMPLAINT NO: CMP/220706/0009717

DATED THIS 27th DAY OF DECEMBER, 2023

COMPLAINANT : Mr.Chetan Shah
B/703, Sai Baba Enclave, Bldg No.2
Near City Centre, Off S.V.Road
Goregaon (W)

(Party in Person through Skype)

RESPONDENT / : M/s.Mantri Developers Pvt Ltd.
PROMOTER : Mantri House, 41, Vittal Mallya Road
Bangalore : 560 001

(M/s.Tapasya Law Chambers,
Advocates)

PROJECT NAME & : MANTRI WEBCITY 2A
REGISTRATION NO. : PRM/KA/RERA/1251/310/PR
171015/000608

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 **MANTRI WEBCITY 2A** praying for a direction to Refund of the amount paid with Interest.

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. As per the details furnished by the Complainant in the memo of calculation, the complainant has entered into an



agreement dated 29.04.2014 with the Respondent for purchase of an apartment in the project known as **MANTRI WEBCITY 2A**. The Complainant has paid a sum of Rs.75,36,940 on various dates towards purchase of the apartment to the Respondent. Since there was delay of more than eight years in handing over the apartment, the complainant has filed the above complaint before the Authority praying for following reliefs:

Direct the Respondents to refund the amount with interest

2. As per the agreement, it is seen that the completion date is agreed as 31.03.2017. The promoter-respondent was required to complete the project and hand over possession of the apartment by 31.03.2017. 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 in accordance with Section 18 of the Act.

3. After registration of the complaint, notice was sent to both the complainant and respondent to appear before the Authority on 03.08.2023. Complainant appeared through skype and submitted MOC along with supporting documents and the Complainant is directed to serve the same on the respondent. Respondent was represented by an Advocate and filed Vakalath and prayed for time to file statement of objections and the matter was adjourned to 18.10.2023 and the hearing was further postponed to 23.11.2023. During the hearing on 23.11.2023, the complainant confirmed service of MOC along with documents to the Respondent and the Respondent did not file any statement of objections in spite of availing more than

03 months time nor produced any documents and contested the case.

4. On the above averments, the following points would arise for my consideration:

- a) Whether the complainant is entitled for the relief claimed?
- b) What Order?


5. Findings on the above points are as under:

- a) In the affirmative
- b) As per the final order as per the following findings:

FINDINGS:

6. From the averments made by the Complainant in its memo of calculation for refund with interest, it is apparent that the complainant has paid the advance amount and the respondent has received the same. The complainant has produced copy of the agreement of sale, agreement of construction, statement of account, payment receipts in support of his contention. On the other hand the Respondent entered appearance by filing vakalath and did not file statement of objections nor filed objections to the MOC filed by the complainant.

7. 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 return the amount received along with interest.

8. 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 13.12.2023

Principle amount (A) Rs.	Interest (B) As on 13.12.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
75,36,940	70,35,033		1,45,71,973

Accordingly, the **point (a)** raised above is answered in the affirmative.

9. **Findings on Point No.b** : In view of the above observations, I conclude that, this complaint deserves to be allowed and accordingly, I proceed to pass 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/220706/0009717 is hereby allowed.

2. Respondent is directed to refund a sum of **Rs. 1,45,71,973/- (Rupees One Crore forty five lakhs sventy one thousand nine 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 Complainant, calculated from 28.04.2014 till 13.12.2023. The interest due from 14.12.2023 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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