

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/00286/2023

DATED THIS 05th DAY OF JANUARY 2024

COMPLAINANTS : 1. Mr.C.R.Renil Kumar
2. Ms.Vinitha Renil

No.9, Aadhya Residence
Durgamba Layout, Amarjyothi
Extension, Thanisandra
Dr.Shivarama Karanth Nagar
Bangalore : 560 077

(M/s.Legal Whisper, Advocates)

RESPONDENTS /
PROMOTER

:1. M/s.Mantri Technology
Constellations Pvt Ltd.
Mantri House,41, Vittal Mallya Road
Bangalore : 560 001

2. M/s.Manyata Infrastructure
Development Private Limited
9/1, I Floor, Classic Point,
Richmond Road
Bangalore : 560 025

3. M/s.Manyata Realty
9/1, I Floor, Classic Point,
Richmond Road
Bangalore : 560 025

(M/s.Tapasya Law Chambers,
Advocates)



PROJECT NAME & : MANTRI MANYATA ENERGIA
REGISTRATION NO. PRM/KA/RERA/1251/309/PR
171014/000439

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 MANYATA ENERGIA** 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 Complainants in the memo of calculation, the complainants have entered into an agreement dated 04.10.2018 with the Respondents for purchase of an apartment in the project known as **MANTRI MANYATA ENERGIA**. The Complainants have paid a sum of Rs.24,84,734/- on various dates towards purchase of the apartment to the Respondents. Since there was delay of more than five years in handing over possession of the apartment as per the agreed date of delivery. The complainants have withdrawn from the purchase and the same has been acknowledged by the Respondents vide email dated 10.07.2020 and failed to refund the amount paid by the Complainants. Hence, the complainants have filed the above complaint before the Authority praying for following reliefs:

- a) **Direct the Developer to refund sale consideration and bank loan disbursed along with interest**
- b) **Direct to pay Pre-EMIs & EMIs paid till date &**
- c) **Pay loan outstanding amount to bank**

2. As per the agreement, it is seen that the completion date is agreed as 31.12.2019. The promoter-respondents were required to complete the project and hand over possession of the apartment by 31.12.2019. Since the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee, the Complainants have withdrawn from the project and requested for refund of the amount paid along with interest. Hence, 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 complainants and respondents to appear before the Authority on 03.08.2023. Complainants appeared and filed documents and served on the respondents. Advocate for Respondents filed vakalath and undertaken to file statement of objections in the next date of hearing and the matter is adjourned to 18.10.2023. The hearing was further postponed to 23.11.2023. During the hearing on 23.11.2023, the complainants have filed of MOC claiming amount paid by the complainants and the PRE-EMI paid by the complainants along with supporting documents and served on the Respondents 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:

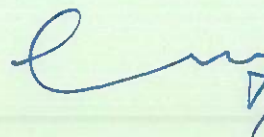
- a) In the affirmative
- b) As per the final order as per the following findings:

FINDINGS:

6. From the averments made by the Complainants in their memo of calculation for refund with interest, it is apparent that the complainants have paid the advance sale consideration and the respondents have received the same. In addition, the complainants have paid the Pre-EMI. The complainants have produced copy of the agreement of sale, agreement of construction, statement of account, payment receipts in support of their contention. On the other hand the Respondents entered appearance by filing vakalath and did not file statement of objections nor filed objections to the MOC filed by the complainants.

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 respondents to refund the amount with interest which is determined as under:

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**Memo of Calculation for Refund submitted by the
Complainants as on 23.10.2023**

Principle amount (A) Rs.	Interest (B) As on 23.10.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
24,84,734	10,35,183		35,19,917

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. Respondents are directed to refund a sum of **Rs. 35,19,917/- (Rupees Thirty Five Lakhs Nineteen thousand Nine hundred seventeen only)** towards refund with interest to the complainants within 60 days from the date of this order as per the calculation of the Complainant, calculated from 01.05.2017 till 23.10.2023. The interest due from 24.10.2023 up to the date of final payment will be calculated likewise and paid to the complainant. The complainants are 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.



3. The Respondents are directed to clear the loan amount of the Complainants to the bank and close the loan account standing in the name of the Complainants with all pending EMI, Interest, penalties etc., claimed by the Bank.

Sl. No.	Complainant Name	Loan Amount (A)	Interest (B)	Total (A+B)
1		24,84,734	10,32,183	35,16,917


(G.R. REDDY)
MEMBER

**FIFTH ADDITIONAL BENCH
K-RERA**

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