

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/01114/2023

DATED THIS 5th DAY OF JANUARY 2024

COMPLAINANTS : 1. Mr.Manas Ranjan Mohapatra
2. Ms.Priyanka Dash

Both are residing at
House No.3, I Floor, F-2,
Nanjundeswara Nilaya, Ankappa
Layout, Mahadevapura
Bangalore : 560 048

(Party in person)

RESPONDENT / : M/s.Gulam Mustafa Enterprises Pvt Ltd
PROMOTER : No.6, GM Pearl, I Stage, I Phase
BTM Layout, Bangalore: 560068

(None Represented)

PROJECT NAME & : GM GLOBAL TECHIES TOWN TOWER-C
REGISTRATION NO. : PRIM/KA/RERA/1251/308/PR/
170928/001289

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 **GM GLOBAL TECHIES TOWN TOWER-C** praying for a direction to Refund the amount paid and settlement of loan.

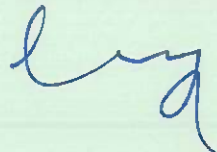


BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. As per the details furnished by the Complainants in the memo of calculation, the complainants have paid a sum of Rs.22,05,000/- (Rupees Twenty Two Lakhs Five thousand only) towards purchase of apartments in the project known as **GM GLOBAL TECHIES TOWN TOWER-C** on various dates. After entering into agreement dated 20.06.2022, the complainants have not received any update on the construction of the apartment from the Respondent. The complainants submit that the Respondent has given very short notice for registration of the apartment and the status of the project is not intimated to the complainants. The project is delayed and the project developed is not in liveable condition and the respondent has not obtained OC and hence the complainants have informed the respondent that they will not go for registration of the apartment and cancelled the units booked by them and requested for refund of the amount paid. Since there was no response from the promoter in spite of several calls and emails, hence, the complainants have filed the above complaint before the Authority praying for following relief and the same is admissible for relief in accordance with Section 18 of the Act.

REFUND OF THE BOOKING AMOUNT WITH INTEREST

2. After registration of the complaint, notice was sent to both the complainant and respondent to appear before the Authority on 12.12.2023. Complainants have appeared before the Authority and filed MOC together with supporting



documents and the same was served on the respondent. Advocate appeared on behalf of Respondent and undertaken to file vakalath and statement of objections. One week time was granted to the Respondent to file vakalath and statement of objections and thereafter the complaint will be posted for orders. The Respondent did not file any statement of objections in spite of availing sufficient time. From the information furnished by the Complainants in its memo of calculation for refund with interest, it is apparent that the complainants have paid the advance amount and the respondent has received the same. The Respondent has not disputed the MOC filed by the Complainants.

3. 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:

4. 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

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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.

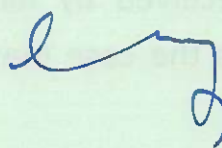
5. From the averments made in the complaint it is evident that the complainants have paid the advance sale consideration and are entitled to get their amount paid along with interest as per the memo of calculation submitted by the Complainants. The complainants have submitted copies of agreement of sale, construction agreement, email communications, receipts for having paid the amount and received by the respondent in support of his contention. The Promoter-Respondent has not submitted any memo of calculation or filed objections to the MOC filed by the complainant. The respondent also not filed any statement of objections or produced any document and contested the case.

6. 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 09.09.2023

Principle amount (A) Rs.	Interest (B) As on 09.09.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
22,05,000	2,57,566		24,62,566

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/01114/2023 is hereby allowed.

2. Respondent is directed to refund a sum of **Rs. 24,62,566/- (Rupees Twenty four lakhs sixty two thousand five hundred sixty six only)** towards refund with interest to the complainants within 60 days from the date of this order as per the calculation of the Complainants, calculated from 01/05/2017 till 09.09.2023. The interest due from 10.09.2023 up to the date of final payment will be calculated likewise and paid to the complainants. The complainants are 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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Findings on Point No. 1: in view of the above observations, I conclude that this complaint deserves to be allowed and accordingly, I proceed to pass the following:

ORDER

In exercise of the powers conferred under Section 31-B with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. 114/2023 is hereby allowed.

The respondent is directed to refund a sum of Rs. 24,62,500 (Rupees Twenty four lakhs sixty two thousand five hundred and sixty six only) towards refund with interest to the complainant within 60 days from the date of this order as per the provision of the Complainant, calculated from 01/02/2017 till 01/02/2023. The interest due from 10.09.2023 up to the date of payment will be calculated likewise and paid to the complainant. The complainants are at liberty to initiate action for recovery of a refund with interest if the respondent fails to pay the amount as per the order of this Authority.


(G.R. REDDY)
MEMBER
17TH ADDITIONAL BENCH
K-REDA

**FIFTH ADDITIONAL BENCH
IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY**


ORDER SHEET PART-I

COMPLAINT NO: 114/2023

COMPLAINANT : : Manas Ranjan Mahapatra

RESPONDENT : : GM Global Techies Town Tower C

02-04-2024

PARA NO.	OFFICE NOTES	DAILY ORDER OF THE COURT
		<p>The complainant Mr. Manas Ranjan Mahapatra has filed a complaint before this Authority in Complaint No. 114/2023 fro the relief of refund. After the hearing the said complaint came to be allowed on 12-12-2023 vide judgement dated 05-01-2024. On verification of records it is pertinent that the said complaint has not proceeded further to execute the said order for recovery by way of filing execution till date.</p> <p>The said complainant has sent a mail on 01-04-2024, that the matter has settled on 08-01-2024 as the respondent had refund his entire amount.</p> <p>Hence, the complaint wishes to withdraw the matter. He had requested to close the case through the mail.</p> <p>At this stage,</p> <p>Both the parties have amicably settled the matter and complaint is not proceeding further against the respondent. Aforesaid, the mail for withdrawal is voluntary one. Hence, the same is accepted.</p> <p>Close the file.</p> <p style="text-align: right;"> (G.R.REDDY IRS) MEMBER</p>

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