

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,  
# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

**PROCEEDINGS OF THE AUTHORITY BEFORE BENCH-4**

**PRESIDED BY MR. H.C. KISHORE CHANDRA, HON'BLE CHAIRMAN**

**DATED 8<sup>th</sup> DAY OF JANUARY 2024**

**COMPLAINT NO. CMP/220813/0009888**

**COMPLAINANT:**

H. RAJKUMAR REDDY &  
HOSAMANI MADHURI  
#23, FLAT NO: 302  
SRI NILAYA BALAJI LAYOUT  
NELLURAHALLI SIDDAPURA  
WHITEFIELD  
BENGALURU URBAN-560037

(IN PERSON)

**RESPONDENT...**

V/s

M/s RD BUILDTECH AND  
DEVELOPERS (KARNATAKA)  
PRIVATE LIMITED  
NO: 16 & 16/1, MUSEUM ROAD  
BENGALURU URBAN-560001

(ABSENT)

**PROJECT NAME &**

RELIABLE PRIME CITY  
PHASE-1

**REGISTRATION NO.**

PRM/KA/RERA/1251/308  
PR/191220/003094



# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

## Karnataka Real Estate Regulatory Authority,

# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

### JUDGEMENT

1. This complaint has been filed under section 31 of the RERA Act against the project "**RELIABLE PRIME CITY PHASE-1**" developed by "**M/s RD BUILDTECH AND DEVELOPERS(KARNATAKA) PRIVATE LIMITED**" for the relief of refund of booking amount paid along with interest.

2. The promoter has developed this project in the limits of Chikkamangala Village, Sarjapura Hobli, Anekal, Bengaluru Urban.

**3. Brief facts of the complaint are as under:** The complainants herein during 12<sup>th</sup> March 2020 have booked a plot bearing no.40 in the project "RELIABLE PRIME CITY PHASE -1" for a total sale consideration of Rs.50,00,000/- (Rs. Fifty lakhs only) of the respondent/promoter. The complainant have paid token advance of Rs.2,00,000/- (Rs. Two lakhs only) on 11/3/20220 which has been duly acknowledged by him vide payment receipt dated 11<sup>th</sup> March 2020. Thereafter, the respondent has issued an allotment letter in respect of the said plot to the complainants on 11/3/2020. It is contended that the complainants' lawyer had asked certain documents but they have failed to provide and were forced to register the plot within a week. During January 2021, they have sent an email asking for the missed documents to proceed further but without their knowledge they have sold their plot to another person and agreed to refund full amount in 3 months. After 6 months, they came back with Rs.1.5 lakh cheque. They could not come to Bengaluru to collect the said cheque due to second lockdown and sign the affidavit. Therefore, they asked them to drop the cheque to their account but they refused. It is already after 2.5 years, they did not refunded their amount and were not responding to their calls and even they blocked their emails from their server. Therefore, the complainants have approached this forum for the relief of direction to the respondent to refund their booking amount along with interest. Hence, this complaint.



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,  
# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

4. After registration of the complaint, in pursuance of the notice, the respondent did not appear before this Authority during the hearings held on 29/11/2022, 19/12/2022, 30/1/2023, 22/2/2023, 27/3/2023, 26/4/2023, 7/6/2023, 6/7/2023, 31/7/2023, 29/8/2023, 12/9/2023, 3/10/2023, 6/11/2023 but has been continuously remained absent on all the aforesaid dates of hearings. Subsequently, the respondent has not put forth his defence before this Authority and has not taken any interest to file statement of objections, producing documents if any on its behalf.

5. In support of their claim, the complainant has produced documents such as payment receipt, allotment letter dated 11/3/2020 and memo of calculation.

6. The respondent in support of his defence, has not produced any documents.

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

8. 1) Whether the complainants are entitled for the relief claimed?

2) What order?

9. **Answer to the above points is as under:**

1) In the Affirmative

2) As per final order for the following:

**FINDINGS**

10. **Findings on point no.1:** From the payment receipt furnished by the complainants, it is apparent that the complainants have booked a plot no.40 in the project "RELIABLE PRIME CITY PHASE-1" by paying booking amount of Rs.2,00,000/- (Rs.Two lakhs only) dated 11<sup>TH</sup> March 2020. Now,

Ans

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,  
# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

he has approached this Authority seeking for refund of said booking amount on the grounds that the respondent did not provide the required documents of the said plot. Further, said plot though allotted in their name has been registered in the name of some other person. It is already after 2.5 years, they did not refunded their amount and were not responding to their calls and even they blocked their emails from their server.

11. Despite several notices served upon the respondent, he has neither appeared before this Authority nor has contested the matter by filing statement of objections, producing documents etc., on his behalf. The claim of the complainant is remained unchallenged. It is apparent from the payment receipt that the complainant has paid an amount of Rs.2,00,000/- on 11<sup>th</sup> March 2020 which has been duly acknowledged by the respondent on 11<sup>th</sup> March 2020. However, this issue is not related to delay but the complainant seeking withdrawal of the amount due to non -availability of the required records with regard to plot no: 40 and that the builder has already sold the said plot to other person without their knowledge. From this it is crystal clear that there cannot be two parallel allotment for the same flat which may cause serious litigations. Therefore, it is just and necessary to direct the respondent to refund the booking amount paid along with interest. The respondent-builder has not produced any memo of calculation in spite of sufficient opportunities given to him. The complainants have filed memo of calculation dated 29/11/2022 which determined as below:

**MEMO OF CALCULATION DATED 29/11/2022**

PRINCIPLE AMOUNT (A)	INTEREST (B = I1 + I2 + I3) AS ON 29/11/2022	REFUND FROM PROMOTER (C)	TOTAL BALANCE AMOUNT (A + B - C)
2,00,000	54,683	0	2,54,683

*(Signature)*

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

12. Having regards to all these aspects, the complainants are entitled for refund of booking amount paid along with interest. Accordingly, the point raised above is answered in the Affirmative.

**13. Findings on point no.2:** In view of the above discussion, the complaint deserves to be allowed. Hence, I proceed to pass the following:

**ORDER**

In exercise of the powers conferred under section 31 of the Real Estate Regulation and Development) Act, 2016, the complaint bearing No.**CMP/220813/0009888** is hereby allowed.

1. The respondent is hereby directed to pay a sum of Rs.2,54,683/- (Rs. Two lakhs fifty four thousand six hundred eighty three only) towards booking amount along with interest to the complainant **within 60 days** from the date of this order calculated at the rate of SBI MCLR + 2 from 11/3/2020 till 29/11/2022
2. The interest due from 30/11/2022 shall be calculated likewise and paid to the complainants till the date of entire realization.
3. The complainants are at liberty to enforce this order in accordance with law if the respondent fails to comply with the same.

No order as to costs.



(H.C. Kishore Chandra)  
Chairman  
K-RERA

NOT AN OFFICIAL COPY