

**PROCEEDINGS OF THE AUTHORITY**

**BEFORE BENCH 5**

**Dated 11<sup>th</sup> January 2024**

**PRESIDED BY HON'BLE MEMBER G.R. REDDY**

**COMPLAINT NO: CMP/00027/2023**

COMPLAINANT : Mr.Sadanand Keeliputti  
1, 3<sup>rd</sup> Floor, 21<sup>st</sup> Main, 24<sup>th</sup> Cross  
Opp. Standard English School  
Vijayanagar, Bangalore:560 040

(Party in Person)

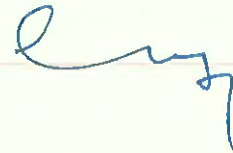
RESPONDENT / PROMOTER : M/s.Columbia Infra Holdings  
Belaku Complex, 3<sup>rd</sup> Floor  
# 1906/2661, AECS Layout  
A Block, Singasandra, Hosur Main  
Road, Bangalore : 560 076

(Ms.Sujatha.H.H, Advocate)

PROJECT NAME & REGISTRATION NO. : COLUMBIA BELLEZA  
PRM/KA/RERA/1251/310/PR/  
171223/002221

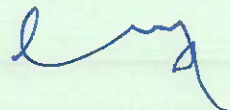
**J U D G E M E N T**

This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project **COLUMBIA BELLEZA**, praying for a direction to pay delay period 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 of sale on 11.03.2021 for purchase of an Apartment in the project known as **COLUMBIA BELLEZA**. The project completion date as per agreement was 30.09.2021. The complainant has paid advance sale consideration amount of Rs.61,00,000/- (Rupees Sixty one lakhs only) to the respondent. Since there was a delay in handing over the apartment and the Respondent has not communicated the actual date of handing over or the status of the project, the complainant has filed the above complaint before the Authority praying for delay period interest.
2. As per the information furnished by the Complainant, it is seen that the completion date is agreed as 30.09.2021. The promoter-respondent was required to complete the project and hand over possession of the apartment by 30.09.2021. In cases where the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee as per the agreed delivery date, the Complainant is entitled to file a complaint before the Authority and the complaint filed by the Complainant is admissible for relief in accordance with Section 18 of the Act.
3. After registration of the complaint, notice was sent to both complainant and respondent to appear before the authority. In response to the Notice, the complainant and Respondent appeared before the Authority on 03.10.2023. Complainant appeared before the Authority and was directed to file MOC



along with supporting documents. Respondent was absent and was given final opportunity to file statement of objections and the hearing of the complaint was adjourned to 19.12.2023.

4. On 10.10.2023, complainant filed MOC for delay period interest together with written submission and other supporting documents and the same was served on the Respondents. Copy of the acknowledgement for having served on the respondent was produced by the complainant.

5. On 19.12.2023, Respondent advocate filed vakalath and prayed time for filing written submissions. Since the complainant has already served copy of the MOC together with supporting documents on the respondent on 10.10.2023, time was granted to the Respondent to file written submissions up to 26.12.2023 and thereafter the matter will be posted for orders. The Respondent in spite of availing opportunity for filing statement of objections / written submissions, failed to file any statement of objections.

6. On the above averments, the following points would arise for my considerations:-

a) Whether the Complainant is entitled for the relief claimed?

b) What order?

7. Findings on the above points are as under:

a) In the Affirmative

b) As per final order



### FINDINGS:

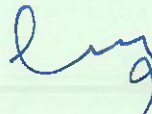
8. The complainant filed MOC for delay period interest together with supporting documents and the same was served on the respondent. The Complainant in support of its contention has produced various documents such as Agreement to sell, statement of account, receipts, tripartite agreement, written submissions and email correspondence and prayed for following reliefs:

a) Award Delay Period interest

9. On a perusal of the memo of calculation for delay period interest and other documents submitted by the complainant before the Authority, it is evident that the complainant has paid the substantial amount of sale consideration amount and the Respondent has acknowledged the receipt of the same. Admittedly there is a delay in handing over the apartment as per the agreement. Hence the complainant is entitled for delay period interest u/s 18 of the Act. The Complainant has served MOC for delay period interest along with supporting documents on the Respondent. The Respondent neither filed any MOC nor filed objections to the MOC filed by the Complainant. The Respondent failed to file its statement of objections, in spite of giving sufficient opportunities for the same.

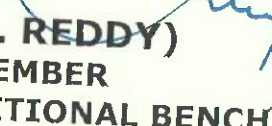
10. Accordingly, the **point (a)** raised above is answered in the affirmative.

11. **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 CMP/00027/2023 is hereby allowed.
2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 30.09.2021 till the date of handing over possession along with occupancy certificate. The promoter shall pay the interest for the delay period as arrived at by the Complainant amounting to Rs.11,35,580/- (Rupees Eleven Lakhs thirty five thousand five hundred eighty only) within 60 days from the date of this order. The Promoter-Respondent is also liable to pay delay period interest every month for the subsequent period of delay and up to the date of handing over possession as per the agreement. 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**

