

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

Dated 23rd January 2024

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/001717/2023

COMPLAINANT : Mr.M.Arun
A 205, Vishvendra Apartments
Kothannur, 8th Phase, JP Nagar
Bengaluru : 560 076

(Party in Person)

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

(Ms.Sujatha.H.H, Advocate)

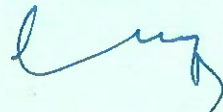
PROJECT NAME &
REGISTRATION NO. : COLUMBIA BELLEZA
PRM/KA/RERA/1251/310/PR/
171223/002221

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:-

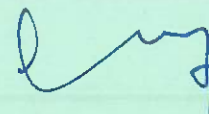
1. As per the details furnished by the Complainant in the Memo of Calculation, the complainant has entered into an agreement of sale



on 15.08.2018 for purchase of an Apartment in the project known as **COLUMBIA BELLEZA**. The project completion date as per agreement was 31.12.2020. The complainant has paid advance sale consideration amount of Rs.61,04,335/- (Rupees Sixty one lakhs four thousand three hundred thirty five 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 31.12.2020. The promoter-respondent was required to complete the project and hand over possession of the apartment by 31.12.2020. 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 19.12.2023. Complainant appeared before the Authority and requested for compensation as per his complaint. In view of his oral request to change his prayer from reading "Compensation" to "Delay Period Interest", the delay period interest is considered and the complainant is directed to file requisition for change in his relief and the hearing was adjourned to 13.3.2024. As directed by the Authority, the complainant submitted application



dated 03.01.2024 stating that he has filed all the documents including MOC with supporting documents and served the same on respondent on 13.12.2023 itself with the following prayers:

- a) Advancement of the hearing date
- b) Order of Delay Period Interest and
- c) Handing over possession

The application of the complainant was allowed and the hearing of the case was advanced to 19.01.2024 with a direction to the Respondent to file objections / written submissions if any on or before 19.01.2024 to consider the same by the Authority and thereafter the matter will be posted for orders. In spite of receiving all the documents sent by the complainant on 13.12.2023 and availing sufficient opportunity, the Respondent did not file any statement of objections / written submissions with supporting documents.

4. 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?

5. Findings on the above points are as under:

- a) In the Affirmative
- b) As per final order

FINDINGS:

6. 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 Construction cum sale Agreement, statement of account, receipts, tripartite agreement, written submissions and email correspondence and prayed for above reliefs.

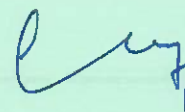
7. On a perusal of the memo of calculation for delay period interest and other documents submitted by the complainant before the Authority, it is evident that the complainant has paid the substantial amount of sale consideration amount and the Respondent has acknowledged the receipt of the same. Admittedly 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:

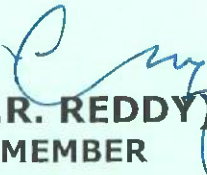
ORDER

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/001717/2023 is hereby allowed.



2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 13.12.2023 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.17,80,629/- (Rupees Seventeen Lakhs Eighty Thousand Six Hundred twenty nine 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.

3. Respondent-Promoter is directed to execute the Sale Deed in favour of the complainant and handover possession, after receiving the balance sale consideration, if any, payable by the complainant with all amenities as per agreement along with occupancy certificate at the earliest.


(G.R. REDDY)
MEMBER
FIFTH ADDITIONAL BENCH
K-RERA

