

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 5

PRESIDED BY SHRI G.R. REDDY, HON'BLE MEMBER

Dated 25th January 2024

COMPLAINT NO: CMP/00638/2023

COMPLAINANTS...

1. Darshan C
S/o Channaveeregowda,
Arakere(Village),
Sabbanahalli(Post)
Hirisave(Hobli)
Channarayapatna(T).
Hassan-573124.
STATE: KARNATAKA

(In Person)

Vs

RESPONDENTS.....

1. Columbia Infra Holdings,
Sy.no. 5/3 & 6/2, 1st Cross, Kothanur
Village, JP Nagar, 8th Phase,
BENGALURU-560076.
(Mrs. Sujatha H.H, Advocate)

2. Ramesh L
Columbia Infra Holdings,
Sy.no. 5/3 & 6/2, 1st Cross,
Kothanur Village, JP Nagar,
8th Phase, BENGALURU-560076.
(Ex-parte)

3. Surendra Babu P
Columbia Infra Holdings,
Sy.no. 5/3 & 6/2, 1st Cross,
Kothanur Village, JP Nagar,
8th Phase, BENGALURU-560076.
(Ex-parte)

JUDGEMENT

1. This complaint is filed under section 31 of the RERA Act against the project "**Columbia Belleza**" developed by M/s Columbia Infra

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Holdings seeking for the relief of interest on delay period and possession.

2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/310/PR/171223/002221 valid till 30-11-2021 and extended till 30-09-2022.
3. Said project is situated at Belaku Complex, 3rd Floor, 1906/2661, AECS Layout, A-Block, Singasandra, Hosur Main Road, Bangalore South, Bangalore Urban.

Brief facts of the complaint are as under:-

4. The complainant had agreed for purchase of a flat bearing No.B-405, in the project of respondent "Columbia Belleza" for a total sale consideration of Rs.64,68,000/-(Rupees Sixty Four Lakhs Sixty Eight Thousand only). The complainant and respondent had entered into an agreement of sale cum construction on 30/06/2019. At the time of entering into an agreement of sale, the complainant had paid the sum of Rs.12,93,600/-(Rupees Twelve Lakhs only) and the remaining amount of Rs.37,80,400/-(Rupees Thirty Seven Lakhs Eighty Thousand Four Hundred only) was paid on the various dates to the respondent. The respondent was supposed to handover the possession of the said flat to the complainant in October 2021. Though more than a year has been lapsed, the respondent has failed to complete the project as agreed and to handover the possession of the said flat to the complainant. The complainant had filed a complaint for seeking possession as

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soon as possible and interest on delay period until the possession. Hence, this complaint.

5. After registration of the complaint, this Authority had issued notice to both the parties to appear before this Authority. In pursuance of the notices, the complainant had appeared before the Authority and filed a memo of calculation, statement of bank account, payment receipts agreement of sale and construction. The respondent no.1 advocate has appeared before the Authority and filed vakalathnama but did not file any statement of objections and not produced relevant documents. The respondent 2 did not appear before this Authority and remained absent. Hence, all the respondent no.2 was placed as ex-parte.

6. In support of his claim, the complainant had produced documents such as copies of agreement of sale and construction, bank statement, payment receipts and memo of calculation as on 29-09-2023.

7. This matter was heard on 03-10-2023 and 19-12-2023.

8. **On the above averments, the following points would arise for my consideration:-**

1. Whether the complainant is entitled for the relief claimed?
2. What order?

9. **My answer to the above points are as under:-**

1. In the Affirmative.
2. As per final order for the following.

REASONS



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10. **My answer to Point No. 1:-** The complainant had approached this forum seeking for the relief of interest on delay period and requesting for handing over the possession. The grounds urged are that the complainant had booked a flat bearing No.B-405 in 'Columbia Belleza' in the project of the respondent by entering into an agreement of sale on 30/06/2019. As per the said agreement, the respondent was supposed to handover possession of the said flat to the complainant on October 2021, but the respondent has not handed over possession of the said flat to the complainant as agreed. The complainant had visited the said apartment to verify the status of the project, there he came to know that the project work was not completed and the builder was not responding to the complainant. In spite of receiving the substantial sale consideration, the respondent had not handed over the possession to the complainant.

11. Looking to the averments of agreement, parties herein have entered into an agreement of sale on 30/06/2019. The agreement of sale is a key instrument which binds the parties in a contractual relation to be enforceable in accordance with law, it is quite necessary that it shall be free from any ambiguity and vagueness. As per the terms of agreement of sale, the respondent was supposed to handover the possession of said flat to the complainants in October 2021.

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12. As per decision of Hon'ble Supreme Court in appeal No.6750-57/2021, M/S Newtech Promoters vs The State Of Uttar Pradesh it is held as under

Para No.22. 'If we take a conjoint reading of subsections (1), (2) and (3) of Section 18 of the Act, the different contingencies spelt out therein, (A) the allottee can either seek refund of the amount by withdrawing from the project; (B) such refund could be made together with interest as may be prescribed; (C) in addition, can also claim compensation payable under Sections 18(2) and 18(3) of the Act; (D) the allottee has the liberty, if he does not intend to withdraw from the project, will be required to be paid interest by the promoter for every months' delay in handing over possession at such rates as may be prescribed'.

13. The said principle laid down in the above decision is aptly applicable to the present case on hand.

14. As per sec.18 of RERA Act, the respondent is liable to pay interest on delay period. Considering the entire materials available on record, the delay in handing over possession being apparent, this Authority see no legal impediment in allowing the complaint as prayed. The complainant had paid Rs. 50,74,000/- (Rupees Fifty Lakhs Seventy Four Thousand only) to the respondent towards sale consideration.

15. The complainant had claimed Rs. 13,68,000/- (Rupees Thirteen Lakhs Sixty Eight Thousand only) as interest on delay period vide their memo of calculation as on 29/09/2023 calculated from 31/12/2020 to 15/08/2023. Despite opportunities given, the respondent has not filed his memo of calculation. Having regard to all these aspects, this Authority concludes that the

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complainant is entitled for interest on delay period from 29/09/2023.

16. The complainant had established his claim by producing cogent evidence i.e. agreement of sale and construction dated 30/06/2019, payment receipts, bank statement and memo of calculation etc.,.

17. A thorough verification of the documentary evidence placed by the complainant reveals that his claim is genuine. Having regard to all these aspects, this Authority concludes that the complainant is entitled for interest on delay period as submitted vide his memo of calculation as on 29/09/2023.

Payment Details			
S.NO	TYPE	AMOUNT	DATE
1	TOTAL PAYMENT TILL POSSESSION	50,74,000	31-12-2020
2	TOTAL DELAYED INTEREST as 29/09/2023		13,68,000

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 50,74,000						
1	31-12-2020	31-01-2021	31	7.3	9.3 as on 10-12-2020	40,077
2	31-01-2021	28-02-2021	28	7.3	9.3 as on 10-01-2021	36,199
3	28-02-2021	28-03-2021	28	7.3	9.3 as on 10-02-2021	36,199
4	28-03-2021	28-04-2021	31	7.3	9.3 as on 10-03-2021	40,077
5	28-04-2021	28-05-2021	30	7.3	9.3 as on 10-04-2021	38,784
6	28-05-2021	28-06-2021	31	7.3	9.3 as on 15-05-2021	40,077

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7	28-06-2021	28-07-2021	30	7.3	9.3 as on 15-06-2021	38,784
8	28-07-2021	28-08-2021	31	7.3	9.3 as on 15-07-2021	40,077
9	28-08-2021	28-09-2021	31	7.3	9.3 as on 15-08-2021	40,077
10	28-09-2021	28-10-2021	30	7.3	9.3 as on 15-09-2021	38,784
11	28-10-2021	28-11-2021	31	7.3	9.3 as on 15-10-2021	40,077
12	28-11-2021	28-12-2021	30	7.3	9.3 as on 15-11-2021	38,784
13	28-12-2021	28-01-2022	31	7.3	9.3 as on 15-12-2021	40,077
14	28-01-2022	28-02-2022	31	7.3	9.3 as on 15-01-2022	40,077
15	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	36,199
16	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	40,077
17	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	39,201
18	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	40,939
19	28-06-2022	28-07-2022	30	7.7	9.7 as on 15-06-2022	40,452
20	28-07-2022	28-08-2022	31	7.8	9.8 as on 15-07-2022	42,232
21	28-08-2022	28-09-2022	31	8	10.0 as on 15-08-2022	43,094
22	28-09-2022	28-10-2022	30	8	10.0 as on 15-09-2022	41,704
23	28-10-2022	28-11-2022	31	8.25	10.25 as on 15-10-2022	44,171
24	28-11-2022	28-12-2022	30	8.35	10.35 as on 15-11-2022	43,163
25	28-12-2022	28-01-2023	31	8.6	10.6 as on 15-12-2022	45,679
26	28-01-2023	28-02-2023	31	8.6	10.6 as on 15-01-2023	45,679
27	28-02-2023	28-03-2023	28	8.7	10.7 as on 15-02-2023	41,648
28	28-03-2023	28-04-2023	31	8.7	10.7 as on 15-03-2023	46,110
29	28-04-2023	28-05-2023	30	8.7	10.7 as on 15-04-2023	44,623
30	28-05-2023	28-06-2023	31	8.7	10.7 as on 15-05-2023	46,110

[Handwritten Signature]

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31	28-06-2023	28-07-2023	30	8.7	10.7 as on 15-06-2023	44,623
32	28-07-2023	28-08-2023	31	8.75	10.75 as on 15-07-2023	46,326
33	28-08-2023	28-09-2023	31	8.75	10.75 as on 15-08-2023	46,326
34	28-09-2023	29-09-2023	1	8.75	10.75 as on 15-08-2023	1,494
					TOTAL DELAYED INTEREST as on 29/09/2023	13,68,000

19. Accordingly the point raised above is answered in the Affirmative.

20. **My answer to point No.2:-** In view of the above observation, I am of the opinion that this 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/00638/2023** is hereby allowed.

1. Respondent is hereby directed to pay a sum of **Rs. 13,68,000/- (Rupees Thirteen Lakhs Sixty Eight Thousand only)** towards delay period interest as on 31-12-2020 to 15-08-2023 to the complainant within 60 days from the date of this order.
2. The interest due from 16-08-2023 up to the date of final payment will be calculated likewise and paid to the complainants.
3. Respondent is directed to complete all the pending works in the flat bearing no.B-405, as per agreement and execute the sale deed of flat and

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hand over the possession of the same to the complainant at the earliest.

4. The complainant is at liberty to initiate action for recovery in accordance with law if the respondent fails to comply with the order of this Authority.

No order as to costs.


(G R REDDY, IRS)
Member, K-RERA

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