



# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. 5042

ಪುಟ ಸಂಖ್ಯೆ 16

ವಿಷಯ Mirabilis

Arvind Gaur

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

Cmp.5042

ಟಿಪ್ಪಣಿ ಮತ್ತು ಉದ್ದೇಶಗಳು

35)

05/03/2022

Parties filed memo to refer case to Lok-Adalat.

As per request of complainants and Sri. Raju V C, Advocate for the respondent the matter in connection with execution proceedings is referred to Lok Adalat to be held on 12/03/2022.

Adjudicating Officer/ Co-ordinator, Lok Adalat

CMP-5042

K-RERA

36)

05.03.2022

As per the request of the complainant and Sri. Raju V C. learned Advocate for the respondent, in the above case, in connection with execution proceedings, is taken-up for amicable settlement, in the National Lok Adalat, to be held on 12.03.2022.

The complainant and Sri. Raju V C learned Advocate for the respondent present, in the Pre-Lok-Adalat sitting held on 05.03.2022 through Skype. The matter is settled in terms of joint memo. The settlement entered between the parties is voluntary and legal one and as per which the complainant has no further claim against the respondent whatsoever and the claim of the complainant in the above case has been fully satisfied. The settlement is accepted and consequently the execution proceedings in the above case have been closed as settled between the parties in terms of above joint memo. The revenue recovery warrant, issued against the respondent is recalled and issue intimation to the concerned Revenue Authorities about recovery of revenue recovery warrant issued against the respondent. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 12.03.2022.

Judicial Conciliator.

Advocate Conciliator.

Arvind Gaur  
5/3/2022  
ARVIND GAUR

V.C. Raju  
V.C. Raju 19/03/2022



BEFORE LOK-ADALAT IN THE KARNATAKA REAL ESTATE  
REGULATORY AUTHORITY, AT BENGALURU

COMPLAINT NO. : CMP/191225/0005042

Complainants : ARVIND GAUR

-Vs-

Respondent : DINESH D RANKA

**JOINT MEMO**

The complainant and the respondent, through their learned Advocate in the above complaint jointly submit as under:

2. During the pendency of the above complaint, the complainant-allottee and the respondent through their learned Advocate Sri. Raju V C after due deliberation have got settled the dispute pertaining to the execution proceedings in the above case before the Lok Adalat.

3. In view of the same, they jointly request this Lok Adalat to dispose of the complaint as amicably settled before the Lok Adalat.

*Arjun*  
1050 3/2022

*v.c. hf.*



4. Both parties to the proceedings have no claim whatsoever against each other in respect of the subject matter of the above complaint. The claim of the complainant in this complaint is fully satisfied. The revenue recovery warrant, issued against the respondent in the execution proceedings in the above case is hereby recalled and intimation be issued to the concerned Revenue Authorities about recall of revenue recovery warrant issued against the respondent and execution proceedings be closed.

5. Parties further request that this settlement be recorded in the Prunath National Lok Adalat scheduled to be held on 12.03.2022

Bengaluru:

Date:05.03.2022



ARVIND GAUR

Complainant -allottee



Advocate for Respondent

Cmp. 5042

12.03.2022

Before the Lok Adalath

The case taken up before the Lok-Adalat. The joint memo filed by the parties, is hereby accepted. Hence, the matter settled before the Lok-Adalat as per said joint memo.

The execution proceedings in the above case stands disposed off as closed accordingly.

  
Judicial Conciliator.

  
Advocate Conciliator.

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

**Karnataka Real Estate Regulatory Authority Bangalore**

ನಂ:1/14, ನೆಲ ಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ ಬಿಲ್ಡಿಂಗ್, ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್, 3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ,  
ಬೆಂಗಳೂರು-560027

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**BEFORE ADJUDICATING OFFICER**

**PRESIDED BY SRI I.F. BIDARI**

**DATED 26<sup>th</sup> JULY 2021**

<b>Complaint No.</b>	<b>CMP/191225/0005042</b>
<b>Complainant:</b>	Sri Arvind Gaur House No.41, 2 <sup>nd</sup> Main , 2 <sup>nd</sup> Cross, CPV Block, Ganganagar, RT Nagar, Bengaluru – 560032. (By: Sri V K & Associates Advocates)
<b>Respondent:</b>	Dinesh D Ranka 4, Ranka Chamber, 31, Cunningham Road, Bengaluru – 560052.

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

Sri. Arvind Gaur (here-in-after referred as complainant) has filed this complaint bearing No. CMP/191225/0005042, under Section 31 of The Real Estate (Regulation and Development) Act 2016 (here-in-after referred as RERA Act) against the respondent Dinesh D Ranka (here-in-after referred as respondent) praying to direct respondent to pay delay compensation.

2. The brief facts of the case are as under:-

The respondent Dinesh D Ranka a power of attorney holder of developer Kolte – Patil Developers Ltd.,





(Developer) and is an owner of converted land bearing survey No.71 measuring 7 acres 39 guntas of Horamavu Village, K R Puram Hobli, Bengaluru East Taluk wherein the residential multi stored complex is being "Mirabilis" (herein after referred as project) has been developed. The complainant along with his wife Mrs.Archana Gaur has entered into an agreement of sale dated:18-06-2018 with the respondent and the developer to purchase a flat No.D-707 of 2 bhk being constructed, on 7<sup>th</sup> floor, of super built up area measuring 1162 sq.ft, in tower/building/block No.D with a car parking area together with undivided interest in the plinth area for consideration amount of Rs.66,97,477/-, subject to the terms and conditions enumerated in the agreement of sale. The complainant alleged in the complaint that he has entered into an agreement with the respondent in August 2018 with regard to aforesaid flat. The delivery date of the flat as per agreement of sale was June 2019 but till date he has not received possession of the flat. The respondent not giving clarity over the matter and unclear response to his e-mails. The respondent is contending that as per RERA the possession date of flat is 2021. The complainant is facing financial challenges due to EMI and rent. Therefore the complainant filed this complaint for the relief sought.

3. There-after receipt of the complaint from the complainant, notice was issued to the respondent Dinesh D Ranka but he remained absent in-spite of service of the notice. However Kolte Patil Developers



Ltd., through its authorized signatory Sri B.C.Jagadeesha, S/o of Chandraiah resident of J.P.Nagar, Bengaluru has filed written statement wherein among others, is contending that said developers on 03.04.2010 had entered into joint development agreement with Dinesh Ranka land owner for development of the project. The project has been completed as per the sanction plan same is ready to occupy. The Bruhat Bengaluru Mahanagara Palike (herein after referred as BBMP) has issued occupancy certificate (herein after referred as OC) dated:06.09.2019. The fact of obtaining OC has been informed to the land owner and the customers. The 197 flats, constructed in the project were allocated to the share of the land owner. The land owner Dinesh Ranka has entered into agreement of sale dated:18.06.2018 with the complainant for sale of flat in question. The delivery date of the flat was June 2019. The complainant was informed of the readiness of the flat on 11.12.2019 through e-mail. The complainant has filed this false complaint seeking delay compensation for a period of 23 months. The complainant deliberately did not take possession of the flat though it is ready for occupation. The delay in delivery of possession of the flat is for a period of 3 months for which they are ready to pay the delay compensation. Thus prayer to pass appropriate order.

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4. I have heard Sri V.K., learned counsel for the complainant through skype. The respondent argument taken as heard. Perused the records and the materials.
5. The points that would arise for consideration are:
  - (1) Whether the complainant is entitled for compensation. If so, to what extent?
  - (2) What order?
6. My findings on the above points are as under:

Point No.1: Yes, to the extent as shown in the final order.

Point No.2: As per final order, for following:-

### **REASONS**

7. Point No. 1: Sri. V.K., learned counsel for the complainant drawn the attention of the Adjudicating Officer to the agreement of sale entered between the developer, owner, and complainant with his wife and the documents produced on behalf of the complainant. The learned counsel submits that as agreed, complainant so far has paid Rs.61,28,589/- which is more than 98%, cost of the flat, despite that the complainant forced to live in rented house for want of possession of the flat in question, hence prayed to grant the relief as prayed for. The respondent Dinesh D Ranka owner of the land, remained absent in-spite of service of notice, as such, it is made clear that the version of the complainant and



the argument advanced by the learned counsel for the complainant remained unopposed against him. The copy of agreement of sale dated 18-06-2018 disclose that the complainant along with his wife Mrs. Archana Gaur have entered into an agreement of sale with developer, and owner, to purchase the aforesaid flat No. D-707, for consideration amount mentioned therein. The copies of payment receipts disclose that complainant has already paid Rs.61,28,589/- out of agreed cost of the flat Rs.66,97,477/- to the developers. This fact evidences that complainant till date of filing of the complaint has paid to the developers more than 90% of the agreed cost of the flat. Admittedly Dinesh D Ranka land owner has given the land for construction of the project building on which the project building complex, including flat in question of the complainant is under construction. As per the terms of the agreement of sale the flat was to be handed over to the purchasers on or before June 2019. The complainant has produced the copies of receipts for having paid the part consideration towards purchase of aforesaid flat from the respondent. The agreement of sale is being signed by developer, owner, complainant and his wife. The Kolte Patil Developers Ltd., in its written statement is contending that 197 flats constructed in the project were allotted to the share of the land owner, who is a Dinesh Ranka herein owner of the land. The said Dinesh Ranka has agreed to sell the flat in question to the complainant and his wife as per agreement of sale dated:18.06.2018. In the agreement of sale this Dinesh Ranka respondent herein and Kolte

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Patil Developers Ltd., are termed as developers. Under the provisions of RERA Act, particularly as per section (2) (zk), the land owner Dinesh Ranka and Kolte Patil Developers Ltd., together are termed as promoters (developers). The copies of e-mails exchanged between complainant and Kolte Patil Developers Ltd., discloses that said developer informed the complainant that the OC has been obtained on 06.09.2019, but no such OC or any reliable materials produced to prove the same. At the cost of repetition it be stated that version of the complainant is remained unchallenged against respondent Dinesh Ranka, under the circumstances I am constrained to believe the version of the complainant as same is supported by documentary evidence. The contention of the Kolte Patil Developers Ltd., that OC has been obtained for the project building and particularly in respect of flat in question is not acceptable since no reliable or credible materials are produced to prove the same. The materials on records prove that there is a delay in handing over possession of the flat to the complainant more than 2 years as due date for handing over possession of the flat was on or before June 2019. Therefore there is no hesitation to hold that the complainant is entitled for interest on the amount paid by way of compensation because of delay in handing over possession of the apartment. Thus I hold point No.1 accordingly for consideration.

8. As per the provisions contemplated U/sec. 71(2) RERA Act, the complaint shall have to be disposed off within 60 days from the date of receipt the complaint. The instant



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**Karnataka Real Estate Regulatory Authority Bangalore**

ನಂ:1/14, ನೆಲ ಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ ಬಿಲ್ಡಿಂಗ್, ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್, 3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ,  
ಬೆಂಗಳೂರು-560027

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complaint has been filed on 25-12-2019, thereafter notices issued directing the parties to appear through Skype for hearing as because of COVID-19 pandemic the personal hearing before the Adjudicating Officer not yet commenced. The parties given the reasonable opportunities to contest the case but in-spite of that respondent remained absent, as such, the judgment is being passed on merits, with some delay.

9. Point No.2: In view of my findings on point No. 1, I proceed to pass the following:-

**ORDER**

- (i) The complaint filed by the complainant bearing No CMP/191225/0005042 is partly allowed.
- (ii) The respondent is hereby directed to pay delay compensation to the complainant by way of interest @ 2% above the MCLR of SBI per annum, on the respective amounts, from the respective dates of receipt of such amounts until handing over of the possession of the flat to the complainant and his wife with occupancy certificate till payment of the entire amount.
- (iii) The respondent is directed to pay Rs. 5,000/- as cost of this petition to the complainant.
- (iv) The complainant may file memo of calculation as per this order after 60 days in case respondent failed to comply with the same to enforce the order.
- (v) Intimate the parties regarding this order.

(Typed to my dictation directly on the computer by the DEO, corrected, verified and pronounced on 26.07.2021)

  
**I.F. BIDARI**

Adjudicating Officer-1

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