

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

Dated 27th April 2022

COMPLAINT NO.	CMP/210924/0008372
Complainant Name and Address	MR.VIJAYKUMAR S NAYANGEGALI AND MRS.NANDA V NAYANGEGALI 438, 5th Cross, 9th Main, 2nd Block, 1st Stage NBR Layout, Bangalore
Promoter Name and Address	M/S.NITESH HOUSING DEVELOPERS PVT LTD. Sy.No.114, Byrathi Village, Bidarahalli Hobli, Off Hennur Main Road, Bangalore East Bangalore Urban
Project Name and Address	NITESH MELBOURNE PARK Sy.No.114, Byrathi Village, Bidarahalli Hobli, Off Hennur Main Road, Bangalore East Bangalore Urban

FACTS OF THE CASE

1. This online complaint has been filed against the Project "**NITESH MELBOURNE PARK**". This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016. The Promoter of this project is **M/S.NITESH HOUSING DEVELOPERS PVT LTD.** Sy.No.114, Byrathi Village, Bidarahalli Hobli, Off Hennur Main Road, Bangalore East, Bangalore Urban.

2. It is submitted in the complaint that the complainants have booked a flat in joint names in the project namely **NITESH MELBOURNE PARK** and paid a sum of Rs.4.0 lakhs towards booking amount on 9.8.2014. Subsequently the complainants have cancelled the booking on medical grounds and requested the promoter-respondent to refund the booking amount together with interest.

Wishnu

RELIEF'S SOUGHT:

- a) Direct the Respondent to refund the booking amount of Rs.4.0 lakhs together with interest till date.

PROCEEDINGS BEFORE OF THE AUTHORITY:

1. The Authority issued notice of hearing to both the parties on 13.04.2022 to appear on 26.04.2022. The Authority heard the case on 27.04.2022 instead of 26.4.2022. None appeared for the Complainant-Applicant. Mr.Siddarth Suman, Advocate appeared on behalf of respondent-promoter and submitted that the allottee has paid an amount of Rs.4.0 lakhs to the promoter in September, 2014. Thereafter the allottee-complainant sought to cancel the booking on medical grounds. During the month of May, 2019 the Complainant and the respondent arrived at an understanding that the apartment booked by the Complainant can be cancelled by the Complainant. The promoter-respondent agreed to refund an amount of Rs.3,43,820/- out of Rs.4.0 lakhs paid by the Complainant to the promoter-respondent and accordingly a post dated cheque for the amount of Rs.3,43,820/- dated 31.8.2019 was issued by the promoter-respondent. The promoter-respondent had also requested the Complainant-Allottee not to deposit the cheque.

2. As per the copy of the memo of settlement submitted by the Advocate representing the respondent-promoter the complainant and the promoter-respondent arrived at a written settlement on 20.12.2021. The respondent-promoter has issued a D.D. for an amount of Rs.3,43,820/- in lieu of the cheque given to the complainant earlier, which was received and acknowledged by the complainant-Allottee

Vishnu

3. The complainant in the complaint dated 24.9.2021 submitted that the respondent-promoter has not replaced the cheque and the refund was not received by the complainant till that date. However, memo of settlement submitted by the respondent-promoter as well as the checklist submitted by the complainant indicate that an amount of Rs.3,43,820/- is refunded to the complainant by DD issued by the promoter-respondent during the month of December, 2021 which is subsequent to the date of filing the complaint by the Allottee before the Authority. Since the complaint is amicably settled by accepting the DD by the complainant from the respondent-promoter and the memo of settlement dated 20.12.2021 is also signed by both the parties, , the complaint filed by the complainant is not maintainable.

ORDER

In view of the filing of the joint memo signed by the respondent-promoter and the complainant and the complainant acknowledging the DD for Rs.3,43,820/- from the respondent-promoter in full and final settlement towards the cancellation of the booking of the flat, this complaint is dismissed as settled.


(D.VISHNUVARDHANA REDDY)
MEMBER-1
FIFTH ADDITIONAL BENCH
K-RERA

NOT AN OFFICIAL COPY