

**BEFORE ADJUDICATING OFFICER RERA**

**BENGALURU, KARNATAKA**

**Complaint No. CMP/180626/0000961**

**Presided by:- Sri K.PALAKSHAPPA**

**Adjudicating Officer.**

**Date: 27<sup>th</sup> NOVEMBER 2018**

**Complainant : GOWRI KRISHNAKUMAR &  
C. V. KRISHNA KUMAR  
Flat No.F2, Greendale,  
Apts 990 HMT/MSR MAIN Road,  
Gokula I Stage, Phase2,  
Diwanarapalya, Bengaluru - 560054**

**AND**

**Opponent : Mr. Ravi Prasad  
DIVYA SRIMELITE Primrose,  
Sv30 BBMP Ward No.12, 004,  
Kammagondanahalli,  
Yeshwanthapura Hobli,  
Bengaluru - 560090**

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

1. This Complaint has been filed by the consumer against the developer under section 31 of RERA Act claiming the payment of full amount with interest. His complaint reads as:

*Booked a flat of 854 Sq Ft, in spite of paying all the demand notes in time, the developer has stopped construction. He has given a schedule of construction and is not able to keep up the commitment*



*Relief Sought from RERA : complete by 30Sep2018 OR give money back with int*

2. After registration of the case notice has been issued the parties. In pursuance of the same Complainant was present and also represented through his advocate. Sri Mahesh Advocate undertake to file vakalath on behalf of Respondent – Developer.
3. The Complainant has filed this Complaint seeking the relief of refund of total amount paid to the developer with interest or to deliver the possession by the end of this year. In this regard the complainant has filed a memo on 10/10/2018. The authority has asked him to send the soft copy of the same to the developer. On 23/10/2018 one representative was present on behalf of the developer and sought time to reply to the same. But he failed to represent effectively when the case was called on 30/10/2018 and hence, the matter is reserved for orders. The memo filed by the complainant reads as under.

**MEMO**

*The complainant respectfully submits that*

1. *The complainants filed above complaint against opposite part that is builder and promoter for refund of amount Rs.28,35,415/- along with 18% interest and compensation from opposite party.*
2. *That the complainants paid opposite party of Rs.28,35,415/- as per sell cum construction agreement dated 22 August 2014. Since the promoter fails to handover the possession of agreed flat even after lapse of 12 months from agreed date of delivery of possession, being aggrieved by same complaints are before this Authority.*

*Deve*  
*22/10/18*



3. It is submitted that this Hon'ble Authority may permit to seek additional prayer for possession of agreed flat in fully occupiable condition as per terms of agreement within 31 December 2018 and failing which to reference of amount of Rs. 28,35,415/- paid by complainants to opposite parties in the form of Demand draft along with 18% interest from the agreed date of possession that is 22/08/2017 as per agreement. And also prays this Hon'ble Authority to make promoter and its directors jointly and severally liable for refund and compensation may ordered by this Hon'ble Authority.

Wherefore it is respectfully submits to consider this memo of additional prayer in the interest of justice and equity.

4. It means the complainant wants to take alternate relief. The same relief was also sought in the complaint. I would like to say that complaint is not entitled for interest @18% since Rule 16 makes it clear that the interest shall be awarded only 2% above the marginal rate of interest of SBI.
5. As per S.71(2) of RERA, the complaint shall be disposed off within 60 days from the date of filing. This complaint was filed on 26/06/2018. As per SOP, the 60 days has to be computed from the date of appearance of parties. In this case the parties were present on 7/09/2018. Hence, there is little delay in closing the complaint. With this observation I proceed to pass the order.



## **ORDER**

- a) The Complaint No. **CMP/180626/0000961** is allowed.
- b) The developer is hereby directed to deliver the possession of the flat No. 105, Primerose block, A wing in first floor in Divya JSR limelite on or before 31/12/2018.
- c) In case of failure then the developer shall return the whole amount received from the complainant without deducting together with interest as per Section 18 of RERA Act,

Intimate the parties regarding this order.

(Typed as per dictation Corrected, Verified and pronounced on 27/11/2018)

(K.PALAKSHAPPA)

Adjudicating Officer