

**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 6**

**Dated:1<sup>st</sup> August 2022**

**COMPLAINT NO.: CMP/210717/0008139**

**COMPLAINANT.....**

**MISS SAACHI RAMKUMAR**  
NO.6, Kilpauk Garden Road,  
1st Street, Kilpauk Chennai.  
Tamil Nadu- 600010

(By Sri. Bhanu Prasad, Advocate)

**V/S**

**RESPONDENT.....**

**Mantri Developers Private Limited.**  
Mantri House, #41,  
Vittal Mallya Road,  
Bengaluru – 560001.

(By Tapasya Law Chambers Advocates)

**\* \* \* \* \***

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

This complaint is filed under section 31 of the RERA Act against the project “Mantri Centrium” for the relief of Refund with interest.

**Brief facts of the complaint are as under:-**

The complainant is a minor represented by her natural guardian/mother Mrs.Vineeta Badawe has purchased an apartment in the project of respondent by entering into an agreement for sale and construction agreement on 29/09/2016. The

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the agreement respondent was supposed to handover the apartment by the end of December 2017. Again they have promised her to handover the apartment by the end of December 2020. But till today the respondent has not handover the apartment to the complainant. Hence, this complaint.

After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its counsel and filed statement of objections as under:

It has denied entire allegation made against it by the complainant as false. It contends that complainant was agreed to be delivered the apartment by the respondent on or before 19/8/2019 with grace period of 12 months. So the respondent was supposed to handover the possession of the apartment on or before 19/8/2020. But due to Covid-19 pandemic situation, same could not be delivered. Hence respondent got extension for completion of the project by this authority till 1/4/2022 which is essentially to be construed as the date for handing over possession of the apartment. But this complaint is filed on 17/7/2021 and hence it is a pre-mature in nature.

The complainant has chosen to withdraw from the project even before expiry of possession delivery date as agreed. Further the complainant had obtained for 20:80 scheme and in that the complainant was required to pay a sum of Rs.5,00,000/- towards the booking amount, 20% within 30/7/2016 and balance 80% on possession. Accordingly, he made the payment of Rs.76,76,291/- to the respondent. The respondent has agreed to complete and handover possession of the apartment subject to receiving the occupancy certificate and receipt of entire payment. The respondent could not complete the project work on or before 19/8/2019 due to the factor which were beyond the control of the respondent such as, heavy rain and flood in the project



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were beyond the control of the respondent such as, heavy rain and flood in the project site, demonetization, illegal sand mining mafia, strike and non-availability of construction materials and forced majeure event. Hence, the promoter has undertaken to complete the project by 1/4/2022 before RERA and accordingly registration was granted. Hence, prayed to dismiss the complaint.

In support of her claim, the complainant has produced in all 2 documents such as copies of Agreement of Sale, construction agreement. The respondent has not furnished any documents.

Heard arguments of both sides.

**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?

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

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

**REASONS**

**My answer to point No.1:-** Grievance of the complainant is that she had entered into an agreement for sale and construction agreement on 29/09/2016 by paying a sum of Rs. 76,76,291/-(Rupees Seventy Six Lakh Seventy Six Thousand Two Hundred and Ninety One only) as advance towards sale consideration. The respondent was supposed to handover the apartment by the end of December 2017 and again respondent promised

*H. S. S.*

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the respondent has not handover the apartment. This made the complainant to approach this forum for the relief of refund with interest.

On the other hand, it is the contention of the respondent that it had agreed to deliver the apartment to the complainant on or before 19/08/2019 with grace period of 12 months which comes to on or before 19/08/2020. But due to COVID 19 pandemic situation same could not be delivered as agreed. Further, it contends that due to inevitable circumstances the respondent got extension by this Authority for completion of the project till 01/04/2022. Hence, this complaint is premature one.

On going through the materials on record, the project was required to be completed originally by December 2017. Thereafter, the parties amicably agreed to extend the period of completion of the project till December 2020. When the respondent failed to handover the possession of the apartment by that time, the complainant has approached this forum for the relief like refund with interest.

However, it is to be noted that having regard to the unprecedented events like COVID 19 pandemic, this Authority has extended time for completion for project until 01/04/2022 by order dated 08/01/2021. Therefore, the complaint filed by the complainant becomes premature as it has been filed on 17/07/2021 even before 01/04/2022. Hence, in the considered opinion of this Authority, complainant is not entitled for the

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relief sought for. Accordingly, point raised above is answered in the Negative.

**My answer to point No.2:-** In view of the above discussion, 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/210717/0008139 is hereby dismissed.

  
(Neelmani N Raju)

Member-2

K-RERA



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