

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

PRESIDED BY HON'BLE MEMBER SMT.NEELMANI N RAJU

DATED 03RD AUGUST 2022

Complaint No: CMP/210720/0008145

COMPLAINANT.....

Markets Next Inc
5C, Deauville Apartments 19
Church Street,
Bangalore-560001

(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)

JUDGEMENT

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 company has purchased an apartment in the project of respondent by entering into an agreement for sale and construction agreement on

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Karnataka Real Estate Regulatory Authority,

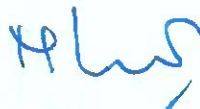
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26/07/2016 in respect of the Apartment No.B-903, measuring 3195 sq.ft situated at Wing B, 9th Floor. The respondent has received Rs.71,21,200/- as advance towards sale consideration. As per the agreement respondent was supposed to handover the apartment by the end of December 2017. Again they have promised the complainant 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 contested the matter by filing statement of objections as under:

It has denied entire allegation made against it by the complainant as false. It contends that in the said agreement of sale and construction agreement no specific time is stipulated for delivery of possession of the apartment. The delivery of possession of the apartment is subject to clause 6.6 of the construction agreement which is provided for extension of time on account of force majeure and complainant has expressly agreed to the terms of the said agreement. However, due to COVID 19 pandemic and such other inhabitable circumstances the respondent could not complete the project as agreed. Hence the respondent got extension for completion of the project by this Authority till 01/04/2022 which is essentially to be construed as the date for handing over possession of the apartment.

Since the complainant has opted to withdraw from the project even prior to the date fixed for handing over possession, as such it is to be treated as voluntary



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termination of agreements by the complainant. Hence, prayed to dismiss the complaint.

In support of their claim, the complainant has produced in all 2 documents such as copies of Agreement of Sale, construction agreement.

On the other hand, the respondent has not produced any documents on its behalf.

Heard arguments.

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

1. Whether the complaint is maintainable?
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 company is that it has entered into an agreement for sale and construction agreement on 26/07/2016 by paying a sum of Rs. 71,21,200/- (Rupees Seventy One Lakh Twenty One Thousand and Two Hundred only) as advance towards sale consideration. The respondent was supposed to handover the apartment by the end of December 2017 and again respondent promised to handover the apartment by the end of December 2020. But till today the respondent has

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

On the other hand, it is the contention of the respondent that no specific time is stipulated for handing over possession of the apartment to the complainant company in the agreement of sale and construction agreement. Due to force majeure, COVID 19 pandemic and lockdown, the respondent could not complete the project in time.

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, lockdown etc 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 20/07/2021 even before 01/04/2022. Hence, in the considered opinion of this Authority, complaint company is not entitled for the relief sought for. Accordingly, point raised above is answered in the Negative.

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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/210720/0008145 is hereby Dismissed.

No order as to costs.


(Neelmani N Raju)
Member-2
K-RERA

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