



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Comp. No: 7942

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Mr. S. Parthasarathy
Ozone Urbania

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP- 7942

11.10.2023

As per the request of the complainant and Smt. Sumathi authorised person of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat to be held on 09.12.2023.

The complainant Mr. S. Parthasarathy and Smt. Sumathi authorised person of the respondent are present, in the Lok-Adalat on 11.10.2023. The authorised person of the respondent has filed the copy of the authorization. The dispute in connection with execution proceedings in the above case is settled as per the joint memo dated: 11.10.2023 filed during the Lok Adalat on 11.10.2023. The settlement entered between the parties is voluntary and legal one and as per which the complainant has no further claims against the respondent whatsoever in the above case. The respondent handed over a Demand Draft (Manger's cheque) bearing No. 006642 dated: 10.10.2023 of HDFC Bank, for an amount of Rs.7,00,000/- (**Rupees Seven Lakhs Only**) drawn in the name of complainant. The dispute in connection with execution proceedings in the above case is settled between the parties in the Lok Adalat on 11.10.2023 in terms of the joint memo dated: 11.10.2023. The RRC issued against the respondent is hereby recalled and office is directed to issue intimation accordingly to the concerned DC. The matter referred to conciliators to pass award.

Received DD of Rs 7 Lacs /-
(S. Parthasarathy)

11/10/23
Judicial Conciliator.

Ukitha
Advocate Conciliator.

Sumathi M
Authorised by Ozone.

BEFORE LOK ADALAT IN THE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY, AT BENGALURU
COMPLAINT NO: CMP/210505/0007942

COMPLAINANT : Mr. S Parthasarathy
-Vs-
RESPONDENT : Ozone Urbana Infra Developers
Private Limited

JOINT MEMO

The Complainant and the Respondent in the above complaint jointly submit as under:

1. During the pendency of the execution proceedings in the above case the Complainant/Allottee and the Respondent/Promoter after due deliberation have got their dispute pertaining to the execution proceedings in the above Complaint subject matter settled amicably before the Lok Adalat.

2. In view of the same, they jointly request this Lok Adalat to dispose of the execution proceedings in the above complaint as amicably settled before the Lok Adalat since the Complainant have agreed to receive a sum of Rs.7,00,000/- (Rupees Seven Lakhs Only) by way of Demand Draft bearing DD (Manager's cheque) No.006642 dated 10.10.2023 of HDFC Bank and the Respondent has agreed to provide the same and said DD is already handed over to the Complainant on 11.10.2023.

3. The claim of the Complainant in the above complaint is being fully satisfied and complainant have no further claim against respondent in connection with the execution proceedings in the above complaint. Both parties to the proceedings have no claim whatsoever against each other in respect of the subject matter of the above complaint. If there is any claim by either of the parties to this complaint against the other before any forum or Court relating to the subject matter of the above complaint, they have agreed that the same be disposed of as settled by either party filing an appropriate memo in such cases.

4. Parties further request that this settlement shall be recorded in the coming National Lok-Adalat.

Place: Bengaluru
Date: 11.10.2023

(Parthasarathy S)

Complainant/Allottee

(Authorized Signatory of Respondent/Promoter)

Authorized Signatory of Respondent/Promoter

Complaint No. CMP/210505/0007942

09.12.2023

Before the Lok-Adalat

The execution proceedings in above case are taken up before the Lok-Adalat. The joint memo dated: 11.10.2023 filed by both the parties is hereby accepted. The dispute in connection with the execution proceedings in the above case between the parties is settled before the pre-Lok-Adalat on 11.10.2023, as per joint memo dated: 11.10.2023. The said joint memo filed by the parties shall be part and parcel of award/order.

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


Judicial Conciliator.


Advocate Conciliator.

KARNATAKA STATE LEGAL SERVICES AUTHORITY
BEFORE THE LOK ADALAT
IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU

DATED: 09TH DAY OF DECEMBER 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari Judicial Conciliator

AND

Ms. Likitha. T.A Advocate Conciliator

COMPLAINT NO: CMP/210505/0007942

Between

Mr. S. Parthasarathy Complainant

AND


M/s. Ozone Urbana Infra Developers Pvt. Ltd., Respondent

Award

The dispute between the parties in connection with execution proceedings in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in this case, as per the joint memo dated: 11.10.2023 filed during the pre-Lok Adalat sitting on 11.10.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceeding in the above case stands disposed off as per the joint memo dated: 11.10.2023 and said joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator

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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 3RD SEPTEMBER 2022

PRESIDED BY HON'BLE MEMBER SMT.NEELMANI N RAJU

COMPLAINT NO.:CMP/210505/0007942

COMPLAINANT

**: MR.S. PARTHASARATHY
E2 103, Shriram Shreyas Apts
Bengaluru-560097.**

V/S

RESPONDENT

**: OZONE URBANA INFRA
DEVELOPERS PVT LTD.,
NO.38, ULSOOR ROAD,
BENGALURU-560042.**

**(By Mr.Deepak Bhaskar and
Associates, Advocates)**

J U D G E M E N T

1. This complaint is filed under section 31 of the RERA Act against the project "Ozone Urbana" for the relief of refund with interest.

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

2. The complainant has purchased an apartment in the project of respondent and entered into an agreement of sale and construction agreement on 17/1/2020 and has paid an amount of Rs.7,39,139/- (Rupees Seven Lakh Thirty Nine Thousand One Hundred and Thirty Nine only) to the respondent till date. The respondent was supposed to hand over the possession of the flat to the complainant by the end of December 2021. The complainant contends that he has requested the respondent on 26/3/2020 for cancellation of apartment due to unforeseen circumstances and refund of

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amount with interest. Despite several requests the respondent has failed to refund the amount with interest and due to which the complainant is paying interest to the bank for loan of Rs.7,00,000/- till today. Hence, this complaint.

3. After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its counsel. The respondent has not contested the matter by filing statement of objections, producing documents on its behalf. But have submitted their memo of calculation as on 18/6/2022.
4. In support of his claim, the complainant has produced in all 4 documents such as copies of Allotment letter, Receipts for payments made to Ozone, Cancellation form, email correspondence with Ozone and memo of calculation for refund with interest as on 24/06/2022.
5. Heard arguments of both sides.
6. **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?
7. **My answer to the above points are as under:**
 1. In the Affirmative.
 2. As per final order for the following –

REASONS

8. **My answer to Point No.1:-** From the materials placed on record, it is apparent that inspite of entering into an agreement for sale to handover the possession of an apartment, the builder has not completed the project as per agreement and has delayed the project, and has failed to hand over the unit in favour of complainant till date. Hence, the builder has failed to

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abide by the terms of the agreement for sale and construction agreement dated 17/1/2020 and though the complainant due to unforeseen circumstances has requested for cancellation of apartment on 26/3/2020 and refund of amount with interest, the respondent has failed to refund the amount to the complainant till date.

9. As per Section 18(1) of RERA Act, in case the allottee wishes to withdraw from the project the promoter is liable without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building as the case may be with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.
10. Therefore, as per Section 18(1) of the Act, the promoter is liable to return the amount received along with interest and compensation only if the promoter fails to complete or provide possession of an apartment etc., in accordance with sale agreement.
11. From the averments of the complaint and the copies of agreement between the parties, it is obvious that complainant has paid the sale consideration amount. Due to unforeseen circumstances the complainant has requested the respondent for cancellation of the apartment and refund of amount with interest. The failure on the part of the respondent, certainly entitles the complainant herein for refund with interest. The complainant in his memo of calculation as on 24/6/2022 has claimed Rs.9,89,295/- (Rs.7,39,139/- principle amount and Rs.4,50,156/- being the interest less Rs.2,00,000/- refunded by the respondent on 17/3/2021) as refund with interest from the respondent. The complainant has produced documentary evidences for the payments made by him to the respondent. Whereas the respondent in their memo of calculation as on 18/6/2022 have admitted

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that the principle amount as claimed by the complainant has been received by them and that the amount to be refunded to the complainant is Rs.9,19,470/- as on 18/6/2022. Having regard to all these aspects, this Authority concludes that the complainant is entitled for refund with interest and upholds the memo of calculation pertaining to refund with interest submitted by the complainant as on 24/6/2022.

12. Therefore, it is incumbent upon the respondent to refund the amount with interest which is determined as under:

Interest Calculation Till 30/04/2017 (Before RERA)				
S.NO	DATE	AMOUNT PAID BY CUSTOMER	NO OF DAYS TILL 30/04/2017	INTEREST @9%
1	30-04-2017	7,39,139	0	0
2			TOTAL INTEREST (I1)	0

Interest Calculation From 01/05/2017 (After RERA)							
S.NO	DATE FROM 01/05/2017	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	MCLR INTEREST X%	INTEREST RATE X+2%	INTEREST @X+2%
1	01-05-2017	7,39,139	1880	24-06-2022	8.15	10.15 as on 01-05-2017	3,86,417
2	TOTAL AMOUNT	7,39,139				TOTAL INTEREST (I2)	3,86,417

Refund Interest Calculation									
S. NO	AMOUNT PRINCIPLE	REFUND DATE	REFUND AMOUNT	BALANCE	NO OF DAYS	NO OF DAYS TILL	MCLR INTEREST X%	INTEREST RATE X+2%	INTEREST @X+2%
1	7,39,139	17-03-2021	2,00,000	5,39,139	464	24-06-2022	7.3	9.3 as on 10-03-2021	63,739
2								TOTAL INTEREST (I3)	63,739

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Memo Calculation			
PRINCIPLE AMOUNT (A)	INTEREST (B = I1 + I2 + I3) AS ON 24-06-2022	REFUND FROM PROMOTER (C)	TOTAL BALANCE AMOUNT (A + B - C)
7,39,139	4,50,156	2,00,000	9,89,295

13. Accordingly the point raised above is answered in the Affirmative.

14. 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/210505/0007942** is hereby allowed. Respondent is directed to pay a sum of **Rs.9,89,295/- (Rupees Nine Lakh Eight Nine Thousand Two Hundred and Ninety Five only)** towards refund with interest to the complainant within 60 days from the date of this order, calculated at MCLR + 2% from 01/05/2017 till 24/6/2022. The interest due from 25/6/2022 up to the date of final payment will be calculated likewise and paid to the complainant. The complainant is at liberty to initiate action for recovery in accordance with law if the respondent fails to pay the amount as per the order of this Authority.


(Neelmani N Raju)
Member-2, K-RERA

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