

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-4**

**Dated 29<sup>th</sup> September 2022**

**Present**

**Shri. H.C. Kishore Chandra, Chairman**

**COMPLAINT No: CMP/UR/210805/0006306**

**COMPLAINANT....**

**1. K.M. Muneer Ahmed**  
#9, First Floor, 1st Cross  
Nandi View Layout,  
Dinnur Main Road  
R.T. Nagar  
Bangalore-560 032.  
(In peron)

**Vs**

**RESPONDENTS.....**

- 1. G.N.C. Reddy**  
GNR Villa, 38<sup>th</sup> Cross,  
28<sup>th</sup> Main Road  
Jayanagar T Block  
Bangalore-560 041
- 2. Shathakumar  
Rajesh  
GNC Reddy**  
ACE Developers & Builders  
#1056, GNR Villa, 36<sup>th</sup> Cross  
28<sup>th</sup> Main, 80 Feet Road  
Jayanagar T Block,  
Bangalore-560 041.
- 3. Nanjunda,**  
Managing Director  
GNR Properties Private Limited  
And Vastu Developers and  
Promoters,  
Gotakanapura Village  
Gowribidanur Taluk  
(represented by Sri. Basavaraj,  
Advocate)



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**JUDGEMENT**

1. This complaint is filed under section 31 of the RERA Act against the project "**GNR Sri Shirdi Sai Vaastu Nagar**" developed by "**GNR Properties Limited and Vaastu Developers and Promoters**" in the limits of Sri Shirdi Sai Nagar, D-Palya Road, Gangasandra Village Sy.Nos. 498/1, 504/1 and Gotakanapura village Sy.No: 162/1, 162/2 and 162/3 of Kasaba Gowribidanur Taluk-561208 for the relief of refund and compensation. This complaint is registered in **CMP/UR/170827/0006306**. This project is not a registered project.

2. The gist of the complaint is as under:

3. The background of the project in brief is that M/s GNR Properties Private Limited have plotted a layout project namely "GNR Sri Shirdi Sai nagar" carved out of Gangasandra village Sy.nos. 498/1, 504/1 and Gotakanapura village Sy.nos. 162/1, 162/2 and 162/3 of Kasaba Gowribidnur Taluk. Subsequently when they were unable to develop further due to their economical crisis, they entered into joint development agreement with M/s Vaastu Developers and Promoters with the consent of the complainant to settle their dues. Subsequently, they changed the project name as GNR Sri Shirdi Sai Vaastu Nagar and jointly further renamed the project as GNR Sri Shirdi Sai-Gauribidanur and the same was launched in May 2017. The respondents have breached the terms of agreement dated 17.8.2016. Therefore, the complainant has issued a legal notice to respondent no.1 to follow the agreement dated 17.08.2016 and either to register 9 plots which would offer towards purchase of

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compensation exchanged against their rendered services remuneration. The project is still incomplete having defective documents. Hence the complainant asked the respondents to take the old Hill View plots and refund their investment with interest or to allot equivalent area of plots in GNR Sri Shirdi Sai-Gauribidanur towards recovery. Hence this complaint.

4. After registration of the complaint, in pursuance to notice issued, the respondent has appeared before this Authority and filed statement of objections as under.

5. The respondents have denied each and every allegations made against them by the complainant as false. They have contended that they have neither agreed for marketing nor for consultation from their company. They further contended that they neither entered into oral nor written agreement/construction for rendering such services. The complainant is claiming interest from January 2017 till date. As claimed, it is not maintainable and there is no question of paying interest to the complainant. Further, there is no contract of agreement entered into between the complainant with regard to 9 plots and hence the question of payment of such claimed amount does not arise at all.

6. Earlier also the complainant had filed same complaint against the respondents on the same issue before this Authority in CMP/180130/0000437 which came to be dismissed on merits vide Order dated 6<sup>th</sup> September 2019 with liberty to the complainant to seek remedy before a competent forum with no costs.

7. Complainant has filed written submissions.

8. In support of the claim, the complainant has produced documents such as (a) e-mail conversations (b) copy of approved plan (c) legal scrutiny report (d) Registration certificate issued by the DC dated 17.1.2006(f) Judgement copy of CMP/180130/0000437 dated 6.09.2022.

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9. In support of defence, the respondent has produced copy of judgement of CMP/180130/0000437 dated 6.09.2022.

10. This matter was heard on 06/06/2022, 17/06/2022, 11/07/2022 , 29/07/2022 and 02/09/2022.

11. On the above averments, the following points would arise for our consideration.

12. 1. Whether the complainant is entitled to the relief claimed?

2. What order?

13. My findings on the points are as under:

1. In the negative

2. As per final order for the following reasons:

14. **My findings on point no.1:** The contention of the complainant is that the respondents have breached the terms of agreement dated 17.08.2016 and hence he has issued a legal notice to respondent-1 to abide the terms of agreement dated 17.08.2016 or otherwise to register 9 plots in his favour towards compensation exchange against the service rendered by him. The project of the respondent was still incomplete, having defective documents, therefore he asked the respondents to book old "Hill View" Plots and to refund their investment with interest or to allot equivalent area of the plots towards recovery.

On the other hand, the respondents have contended that they have neither agreed for marketing with the complainant nor agree for consultation by the complainant. There is no any oral or written agreement or contract

Ans



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between them inspect of 9 plots. Hence, the question of payment of compensation to the complainant does not arise.

Further they have contended that earlier also the complainant had filed similar such complaint against them in CMP/180130/0000437 which came to be dismissed by this Authority on 6<sup>th</sup> September 2019.

It is pertinent to note that this Authority is established to resolve the dispute between the builder, allottees and real estate agents inter se, as can be gathered from the long title of the Act which reads thus:

*"An Act to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector, or sale or real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority and the adjudicating officer and for matters connected therewith or incidental thereto"*

Though the complainant claims to be rendered service of marketing and consultation of the same, he has not come up with a piece of evidence to substantiate this work. On careful scrutiny of the entire material placed on record, there are absolutely no records to infer as to how he is connected with this project. He claims that there was an agreement with the respondent dated 17.08.2016 but does not produce the same before this Authority in support of his claim. That apart, it is needless to say that RERA Act was enacted to address the grievance of allottees, promoter and real estate agents inter se. On the other hand, any commercial contract which is the one the complainant claims to have been entered into with respondents does not come within the purview of this Authority.

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Therefore, it is of the opinion that the complainant has chosen a wrong forum to seek remedy. Accordingly, my findings on the point no.1 raised above is in the negative.

15. **My findings on 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/200805/0006306 is hereby dismissed as not maintainable.

No order as to costs.



(H.C. Kishore Chandra)

Chairman

K-RERA