

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 13<sup>th</sup> OCTOBER 2022**

**COMPLAINT NO.: CMP/200529/0005903**

**PRESENT:**

**SRI. H.C. KISHORE CHANDRA, HON'BLE CHAIRMAN**

**COMPLAINANT.....**

**GEETHA D S,**  
754, 1<sup>st</sup> Floor, 7<sup>th</sup> Cross,  
3<sup>rd</sup> Main, Kathriguppe,  
BSK 3<sup>rd</sup> Stage,  
Bengaluru – 560085.

(In person)

**V/S**

**RESPONDENT.....**

**MDR BUILDERS AND DEVELOPERS,**  
B8, Gunina Eila Apartments,  
MLA Layout, Kalena Agrahara,  
Bannerghatta Road,  
Bengaluru – 560076.

(Exparte)

\* \* \* \* \*

1. This complaint is filed under section 31 of the RERA Act against the project “Nakshatra 5” developed by “MDR Builders and Developers” registered as PRM/KA/RERA/1251/308/PR/180504/001586 for the refund of amount with interest.

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

2. The complainant had paid entire sale consideration in order to purchase the proposed site No. 121 in the layout of the respondent namely “Nakshatra –



# 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

5". After receiving the said money MD of the firm had executed a memorandum of understanding on 03/11/2017. The respondent had promised to register the site at the earliest or latest by end of 6 months from the date of execution of MOU. Later, on 05/09/2018 the respondent had called and informed that by 10<sup>th</sup> or 15<sup>th</sup> September he would cancel the MOU and refund the entire sale consideration with penalty. But, the respondent kept on giving different dates such as 25/09/2018, 05/10/2018 and 01/11/2019. When the complainant called him on 02/02/2020 to confirm the final date as to when the settlement will happen, his number was switched off. Hence, this complaint.

3. After registration the complaint, in pursuance of the notice, the respondent has not appeared before the Authority and not contested the matter by filing objections or producing documents.
4. In support of her claim, the complainant has produced in all 4 documents such as copies of memorandum of understanding dated 03/11/2017, payments details, Agreement and memo of calculation.
5. Hearings were conducted on 01/07/2022, 18/07/2022, 01/08/2022, 12/08/2022, 26/09/2022 and finally on 11/10/2022.

6. Heard arguments of the complainant.

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

1. Whether the complaint is entitled for the relief claimed?
2. What order?

8. **My answer to the above points is as under:-**

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



# 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

### REASONS

9. **My answer to point No. 1:-** From the materials available on records, it is apparent that the complainant had entered into an memorandum of understanding with respondent by paying entire sale consideration of Rs. 13,50,000/- to purchase a site No. 121 in the project of the respondent on 03/11/2017. The respondent has also agreed to register the said site in favour of the complainant within 6 months from the date of said MOU. In case of any restriction imposed by the Government for obtaining conversion order and approved layout plan the time stipulated above shall be extended automatically.
10. Though the summons and notice was served on the respondent, he has not appeared before the Authority to contest the matter and he has remained absent continuously. The respondent has failed to comply with the terms of MOU dated 03/11/2017 to register the site No. 121 in favour of complainant as agreed. It is apparent from the payment receipts that, the complainant has paid Rs.13,50,000/- (Rupees thirteen lakhs fifty thousand only) to the respondent to purchase a said site. The respondent neither executed the sale deed of said site nor cancelled the MOU. The failure on the part of the respondent to comply with the terms agreed in the MOU made the complainant to approach this forum with a prayer for refund with interest. In the absence of any resistance by the respondent side, nothing is remained for consideration except to accept the claim of complainant which is fully corroborated with cogent materials.
11. Further, during the proceedings the complainant has submitted memo of calculation in respect of refund of amount paid to the builder with interest. The complainant has filed acknowledgement for having served copy of the memo of calculation on the respondent. Even then, the respondent has not opposed the same. Keeping silence on the part of respondent itself shows that he has admitted the claim of complainant. Considering all these aspects, the point raised above is answered in the Affirmative.





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

12. **My answer to point No. 2:-** In view of the above discussion, we proceed to pass the following order.

**ORDER**

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. CMP/200529/0005903 is hereby allowed.

1. Respondent is directed to pay the amount of Rs.13,50,000/- (Rupees thirteen lakhs fifty thousand only) with interest at the rate of SBI MCLR+2% from 04/05/2018 to till the date of entire realisation.
2. Failing which, the complainants are at liberty to enforce the said order in accordance with law.

No order as to costs.



(H.C. Kishore Chandra)

Chairman  
K-RERA