

KARNATAKA REAL ESTATE REGULATORY AUTHORITY, BENGALURU

FIFTH ADDITIONAL BENCH

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**SHRI.D.VISHNUVARDHANA REDDY
HON'BLE MEMBER-1**

COMPLAINT NO.CMP/200611/0006010

DATED THIS 18TH DAY OF OCTOBER, 2022

COMPLAINANTS : Mr.Abhishek Dwivedi
Flat No.214, Mathusree Silver Oak
Apartment, Karnasree Layout
Medhahalli, Bengaluru : 560 049

RESPONDENT / : M/s.S.L.Residential Layout Pvt Ltd.
PROMOTER 44/1, 8th Main Road, Sadashivanagar
RMV Extension, Bengaluru:560 080

PROJECT NAME & : SHRIRAM BAGESHRI
REGISTRATION NO. PRM/KA/RERA/1250/304/PR/
190305/002479

J U D G E M E N T

This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project SHRIRAM BAGESHRI praying for a direction to Refund the booking amount paid with Interest.

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. The complainant has booked a plot with the respondent-promoter by paying booking amount of Rs.50,000/- and requested the respondent to provide e-khatha to enable the complainant to obtain housing loan. The respondent did not respond to the request made by the complainant and the complainant could not process his loan application

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for want of e-khatha and hence the complainant cancelled the booking and requested for refund of the booking amount. Complainant tried reaching the respondent-promoter both telephonically and by email, the respondent did not respond nor refunded the booking amount. Hence the complainant filed the above complaint before the Authority praying for refund of the booking amount paid together with interest.

2. After registration of the complaint, in pursuance of the notice, the respondent did not appear on all the three occasions and filed any statement of objections. The complainant has submitted his memo of calculation for refund with interest.
3. As per Section 18 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.
4. Therefore, as per Section 18 of the Act, the promoter is liable to return the amount received along with interest.
5. From the averments made in the complaint, it is obvious that complainant has paid the booking amount and is entitled to get his amount paid along with interest as per the memo of calculation submitted by the Complainant. The Promoter-Respondent has not submitted any memo of calculation.
6. Therefore, it is incumbent upon the respondent to refund the amount with interest which is determined as under:

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Memo of Calculation by the Complainant as on 14-07-2022

Principle amount (A) Rs.	Interest (B) As on 14.07.2022 Rs.	Refund from Promoter (C)	Total Balance Amount (A+B) Rs.
50,000	15,202	NIL	65,202

And accordingly the Authority passes the following:

ORDER

In exercise of the powers conferred under Section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint Bearing **No.CMP/200611/0006010** is hereby allowed. Respondent is directed to refund a sum of **Rs. 65,202/- (Rupees Sixtyfive thousand two hundred two only)** towards refund with interest to the complainants within 60 days from the date of this order, calculated from 01.05.2017 till 14.07.2022.

The interest due from 15.07.2022 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.


(D.VISHNUVARDHANA REDDY)
MEMBER-1
FIFTH ADDITIONAL BENCH
K-RERA