

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY,
BENGALURU**

FIFTH ADDITIONAL BENCH

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

COMPLAINT NO.CMP/200801/0006187

DATED THIS 2ND DAY OF NOVEMBER, 2022

COMPLAINANTS : Mr.Guru Bhadra Singh,
G-05, Greystone, Mirror on Water
Silver Country Road, Kudlu
Bangalore : 560 068

RESPONDENT / : M/s.Mantri Developers Pvt Ltd.
PROMOTER Mantri House, # 41, Vittal Mallya Road
Bangalore : 560 001

PROJECT NAME & : MANTRI WEBCITY 2A
REGISTRATION NO. PRM/KA/RERA/1251/310/PR/
171015/000608

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 MANTRI WEBCITY 2A praying for a direction to Refund the amount paid with Interest.

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. The complainants have entered into an agreement of sale on 01.04.2014. The project completion date as per agreement was 31.03.2017. The complainants have paid an amount of Rs.59,06,335/- (Rupees Fiftynine lakhs six thousand three hundred thirty five only) to the respondent till date. Since there was delay of more than

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four years in handing over the apartment, the complainants have filed the above complaint before the Authority praying for refund of the amount paid together with interest.

2. On a perusal of the sale agreement, it is seen that the completion date is agreed as 31.03.2017. The promoter-respondent was required to complete the project and hand over possession of the apartment by 31.03.2017. Since the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee, this complaint is admissible for relief in accordance with Section 18 of the Act.
3. After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its counsel and filed statement of objection. The Respondent has attributed the delay in completion for the following reasons: (1) excavation delay on account of hard rock (2) Legal Issues which are not supported by any evidence (3) Demonetization of currency and other reasons which are vague and made in the nature of allegations. The complainant also submitted the memo calculation for refund with interest.
4. From the information furnished by the Complainant in its memo calculation for refund with interest, it is apparent that the promoter has to deliver the apartment on or before 31.03.2017, but failed to handover possession of the apartment. The Respondent also submitted in their statement of objection the reason for delay in completing

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and handing over the apartment. 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.

5. Therefore, as per Section 18 of the Act, the promoter is liable to return the amount received along with interest.
6. From the averments made in the complaint it is evident that complainant has paid the advance sale consideration amount and are entitled to get their amount paid along with interest as per the memo of calculation submitted by the Complainants. The Promoter-Respondent has not submitted any memo of calculation.
7. Therefore, it is incumbent upon the respondent to refund the amount with interest which is determined as under:

Memo of Calculation by the Complainant as on
08.08.2022

Principle amount (A) Rs.	Interest (B) As on 08.08.2022 Rs.	Refund from Promoter (C)	Total Balance Amount (A+B) Rs.
49,96,335	40,33,286	NIL	90,29,621

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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/200801/0006187** is hereby allowed. Respondent is directed to refund a sum of **Rs. 90,29,621/- (Rupees Ninety lakhs twenty nine thousand six hundred twenty one only)** towards refund with interest to the complainant within 60 days from the date of this order, calculated from 01/05/2017 till 08.08.2022.

The interest due from 09.08.2022 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

PROCEEDINGS OF THE AUTHORITY
BEFORE BENCH 5
PRESIDED BY HON'BLE MEMBER G.R. REDDY
COMPLAINT NO.CMP/200801/0006187
RECTIFICATION UNDER SECTION 39 OF THE
RERA ACT

Dated 13th JUNE, 2023

COMPLAINANTS : Mr.Guru Bhadra Singh,
G-05, Greystone, Mirror on Water
Silver Country Road, Kudlu
Bangalore : 560 068

RESPONDENT / : M/s.Mantri Developers Pvt Ltd.
PROMOTER Mantri House, # 41, Vittal Mallya Road
Bangalore : 560 001

PROJECT NAME & : MANTRI WEBCITY 2A
REGISTRATION NO. PRM/KA/RERA/1251/310/PR/
171015/000608

RECTIFICATION ORDER

This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project MANTRI WEBCITY 2A praying for a direction to Refund the amount paid with Interest. After hearing both the parties the complaint of the Complainant was allowed and the Authority has passed Judgment on 02.11.2022 awarding refund with interest in favour of the Complainant.



1. The Complainant has filed an application dated 04.05.2023 inviting the attention of the Authority to rectify the following mistakes that has crept in the Memo Calculation for Refund with Interest filed by the Complainant.

Total Amount Paid till date : Rs.59,06,335/-

While entering the amount under the Head "Memo Calculation" in "Memo Calculation for Refund with Interest" in column: Principle Amount (A) it is wrongly mentioned as Rs.49,96,335/- instead of Rs.59,06,335/-

Consequently, the interest amount and total balance amount payable also changed in the Memo Calculation for Refund with Interest. The Complainant now has submitted the corrected MOC and prayed for correction in the judgment dated 02.11.2022.

(i) In para No.7 of the judgment dated the refund amount mentioned as:

Principle Amount (A) Rs.	Interest (B) As on 08.08.2022 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
49,96,335	40,33,286	Nil	90,29,621

INSTEAD OF :

Principle Amount (A) Rs.	Interest (B) As on 08.08.2022 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
59,06,335	47,73,969	Nil	1,06,80,304



Accordingly the operative portion of the order thus reads as under:

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/200801/0006187** is hereby allowed. Respondent is directed to refund a sum of **Rs. 1,06,80,304/- (Rupees One Crore Six Lakhs Eighty thousand three hundred four only)** towards refund with interest to the complainant within 60 days from the date of this order, calculated from 01/05/2017 till 08.08.2022.

2. The Application filed by the Complainant is hereby allowed and it is found necessary to rectify the order dated 02.11.2022.

(i) The above rectification is done within two years from the date of the original judgment dated 02.11.2022.

(ii) No substantive part of the order is amended.

3. The Authority's judgment dated 02.11.2022 is rectified with the above corrections in this Rectification Order and all other portion of the judgment dated 02.11.2022 remains unaltered.


(G.R. REDDY)
MEMBER
FIFTH ADDITIONAL BENCH
K-RERA