

**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 6**

**Dated 6<sup>th</sup> DECEMBER 2022**

**PRESIDED BY HON'BLE MEMBER SMT.NEELMANI N RAJU**

**COMPLAINT NO.: CMP/UR/211016/0008442**

**COMPLAINANT.....**

**MRS. NAMRATA SADHWANI  
1107, SUPERSHAV APARTMENT  
SARVODAYA NAGAR  
MULUND WEST  
MUMBAI-400080  
DISTRICT: MUMBAI SUBURBAN  
STATE: MAHARASHTRA**

**(In person through SKYPE)**

**Vs**

**RESPONDENT.....**

**MR.K. MANANI  
MANANI PROJECTS PVT LTD  
906, RAJ ARCADE, 4<sup>TH</sup> FLOOR  
HRBR 1<sup>ST</sup> BLOCK, 5<sup>TH</sup> 'A' CROSS  
NEAR BWSSB WATER TANK  
KALYANNAGAR  
OUTER RING ROAD  
BANGALORE-560043.**

**\* \* \* \* \***

**J U D G E M E N T**

1. This complaint is filed under section 31 of the RERA Act against the project "MANANI ELA" developed by M/S. MANANI PROJECTS PRIVATE LIMITED within the limits of SAC-933, Service Road, Babusabpalya, Hennur Gardens, Bangalore-560043 for the relief of refund with interest.
2. This is an unregistered project.

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

*MW*

## 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

3. The complainant had booked a plot in the project of respondent in November 2017 and had paid an amount of Rs.55,000/- to the respondent. After confirming the purchase of a plot, the complainant came to know that the plot is not located at Bangalore and was at a border location in Andhra Pradesh. After several follow ups through email and phone, the complainant was provided another plot located at Bangalore. The Managing Director of the Manani Projects Private Limited convinced the complainant to pay 50% sale consideration in advance or else will not enter into an agreement of sale. The complainant submits that the respondent conveyed that the plot is ready for registration and that he would accompany the complainant for the process. The complainant came to Bangalore from Mumbai, but was unable to locate the office of the respondent and returned back. The complainant further submits that she contacted the Managing Director of the Project regarding status of the plot and asked for refund of money. The MD confirmed that the plot is unsold and that the complainant should come to Bangalore and complete the registration process. When the complainant reached Bangalore on 13/4/2021, she was contacted by the respondent and informed that the plot has already been sold and a new rate would be applicable for purchase of another plot. Thus, the respondent cheated the complainant with false promise, denied agreement after accepting booking amount and is liable to refund the booking amount with interest. Hence, this complaint.
4. After registration of the complaint, in pursuance of the notice, the respondent has not appeared before the Authority either through its representative or counsel and have not filed their statement of objections or produced any documents on its behalf.



**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. In support of her claim, the complainant has produced Payment receipt for having paid booking amount and memo of calculation for refund with interest dated 27/08/2022.

6. This case was heard on 6/9/2022 and 19/10/2022.

7. Heard arguments of complainant side.

**8. 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?

**9. My answer to the above points are as under:-**

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

**REASONS**

10. **My answer to point No.1:-** From the materials placed on record, it is apparent that inspite of accepting booking amount of Rs.55,000/- from the complainant, the respondent failed to enter into an agreement for sale and to handover the possession of a plot. The respondent not only cheated the complainant but also made her to visit Bangalore twice on false promises of executing registration of sale deed. There seems to be no possibility of allocation or handing over the possession of the plot in near future. Hence, the respondent is liable to refund the amount with interest.

11. 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

HWS

# 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

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.

12. 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.

13. From the averments of the complaint and the copies of agreement between the parties, it is obvious that the complainant has paid booking amount out of the sale consideration amount to the respondent for purchase of a plot. Having accepted the said amount and failure to keep up promise to allot and handover possession of the plot and execute registration of the plot, certainly entitles the complainant herein for refund with interest. The complainant has filed her memo of calculation as on 27/8/2022 claiming an amount of Rs.81,232/- as refund with interest. Despite several notices and summons issued by the Authority at his given address, the respondent failed to appear before the Authority for hearings. It was informed that the respondent is not staying at the address given in the complaint. Despite sufficient opportunity given by the Authority to submit their memo of calculation, there was no response from the respondent. Hence, no option is left to this Authority except to accept the claim of the complainant as per her memo of calculation as on 27/08/2022.

14. In view of the above, the Authority has taken serious view of the matter as the company is just not sensitive to the plight of the customers, but are taking the customers for a ride, thereby putting the complainant to more hardship and depriving them of a plot of their own. Having regard to all these aspects, this Authority concludes that the complainant is entitled



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

for refund with interest and upholds her memo of calculation as on 27/08/2022.

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

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	0	1944	27/08/2022	8.15	10.15 as on 01-05-2017	0
2	30/11/2017	5,000	1731	27/08/2022	8.1	10.1 as on 01-11-2017	2,394
3	08/12/2017	50,000	1723	27/08/2022	8.1	10.1 as on 01-12-2017	23,838
4	TOTAL AMOUNT	55,000				TOTAL INTEREST ( I2 )	26,232

Memo Calculation			
PRINCIPLE AMOUNT ( A )	INTEREST ( B = I1 + I2 ) AS ON 27-08-2022	REFUND FROM PROMOTER ( C )	TOTAL BALANCE AMOUNT ( A + B - C )
55,000	26,232	0	81,232

16. Accordingly the point raised above is answered in the Affirmative.
17. **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

*Mh*

**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

complaint bearing No.**CMP/UR/211016/0008442** is hereby allowed. Respondent is directed to pay a sum of **Rs.81,232/- (Rupees Eighty One Thousand Two Hundred and Thirty Two only)** towards refund with interest to the complainant within 60 days from the date of this order, MCLR + 2% from 30/11/2017 till 27/08/2022. The interest due from 28/08/2022 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.

**NLS**  
(Neelmani N Raju)  
Member, KRERA

NOT AN OFFICIAL COPY