

**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 2<sup>ND</sup> JANUARY 2023**

**PRESIDED BY MRS.NEELMANI N RAJU, HON'BLE MEMBER**

**COMPLAINANT.....**

**1. CMP NO: CMP/UR/201030/0006986**

**T.M. MUDDAPPA**

No.20, (Devi), 1<sup>st</sup> Main Road  
Ganganagar Layout  
Bangalore-560032.

**2. CMP NO: CMP/UR/201030/0006985**

**T.M. MUDDAPPA**

No.20, (Devi), 1<sup>st</sup> Main Road  
Ganganagar Layout  
Bangalore-560032.

(By Advocates Mr.H.N. Narendra Dev,  
Mr. Sandeep Christopher, Ms.Indira  
Priyadarshini and Parina Lalla)

**V/S**

**RESPONDENT.....**

**Maxworth Realty India Ltd.**

KMP House,  
No.12/2, Yamuna Bai Road,  
Madhavnagar,  
Bengaluru – 560001.

**(Ex-parte)**

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

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

1. Both the complaints have been filed under section 31 of the RERA Act against the project “**MAX MEADOWS PHASE III**” developed by M/s Maxworth Realty India Limited for the relief of refund with interest.

*HLS*

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**2. This project has not been registered under RERA.**

**3. Both these matters are taken up together for disposal as they are arising out of the same project, have common issues, same complainant and in order to avoid repetition.**

## **Brief facts of the complaints are as under:-**

4. On 18/5/2013 the complainant had booked two adjacent plots measuring 30' x 40' (Plot No.291 and 290) in the project of the respondent by paying a sum of Rs.3,60,000/- each i.e. (Rs.7,20,000/- out of the total sale consideration) to the respondent as booking amount for which the respondent has issued receipts No.BLR/13-14/1091 and No.BLR/13-14/1090 dated 18/5/2013. However, after six months the respondent refused to register the said plot in the name of complainant citing the reason that the owner of the plot does not want to sell the plot. The respondent offered the complainant to substitute the plot with another one in favour of the complainant. The complainant declined to accept the offer of the respondent as he had booked adjacent plot with the intention of owning two adjoining plots. Hence, the complainant sought refund of booking amount from the respondent on multiple occasions and also through an email dated 28 September 2020, but the respondent has not replied to the mail. The respondent has deliberately failed to refund the booking amount to the complainant and put the complainant to undue hardship and financial loss. Thus, the complainant has approached this Authority and prays for direction to the respondent to refund the booking amount with interest. Hence this complaint.

5. After registration of the complaint, in pursuance of the notice, the respondent has failed to appear before the Authority either through its representative or counsel and have not filed any objections nor produced any documents on their behalf.

*Handwritten signature*

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6. In support of his claim, the complainant has uploaded documents such as copies of booking forms, payment receipts issued by the respondent to the complainant, email dated 28/9/2020 sent to the respondent and memo of calculation as on 3/9/2022 and 20/12/2022.
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:-** Admittedly, the complainant has paid Rs.7,20,000/- (Rupees Seven Lakh Twenty Thousand only) as booking advance for purchase of two plots adjacent to each other in the project of respondent in May 2013. The respondent after six months backed out of his words citing the reason that the plot owner of Plot No.291 is not intending to sell his plot and offered the complainant a substitute plot, which was denied by the complainant as he was intending to have both the plots adjacent to each other. There seems to be no possibility of completing the project or handing over the possession of the plots in the near future. Therefore, the complainant has requested the builder to refund his amount along with interest in the above complaints.
11. From the averments of the complaint and documents furnished by the complainant, it is obvious that the respondent has not refunded the booking amount to the complainant. Despite several notices sent to the respondent, the Authority has noted that neither the respondent nor his

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counsel/representative appeared before the Authority to contest the case and chose to remain absent. Hence, the respondent has been placed as 'Ex-parte'. During the process of the hearing, the Authority has also noticed that the respondent despite agreeing to sell two plots adjacent to each other to the complainant, failed to keep up his promise and backing out from the promise citing the reason that the owner of the Plot No.291 is not intending to sell his plot. The complainant has filed memo of calculation as on 3/9/2022 and 20/12/2022 and has claimed Rs.6,83,403/- and Rs.6,94,215/- respectively as refund with interest. The respondent has not filed any counter memo of calculation and not resisted the claim of the complainant. The relief claimed by the complainant is both the cases are fully supported with cogent documents. In the absence of any resistance by the respondent side, no option is left to this Authority except to accept the claim of the complainant which remained unchallenged. Having regard to all these aspects this Authority concludes that the complainant is entitled for refund of booking amount with interest as claimed by him vide his memo of calculation as on 3/9/2022 and 20/12/2022 in the above complaints.

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

Complaint Number	Complainant Name	Refund with interest claimed by the complainants as on 3/9/2022 and 20/12/2022	Refund with interest claimed by the Respondent
1	2	3	4
CMP/6986	T.M. Muddappa	6,83,403/-	MOC not filed
CMP/6985	T.M. Muddappa	6,94,215/-	MOC not filed

13. Accordingly, the point raised above is answered in the Affirmative.

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Karnataka Real Estate Regulatory Authority,

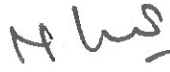
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14. **My answer to point No.2:-** In view of the above discussion, I proceed to pass the following

**ORDER**

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaints bearing No. **CMP/UR/201030/0006986** and **CMP/UR/201030/0006985** are hereby allowed. Respondent is directed to pay the amount as mentioned in Para 12 - Column No.3 above, **towards refund with interest** calculated at 9% from 18/5/2013 to 30/04/2017 and MCLR + 2% from 01/05/2017 till 03/09/2022 (in respect of CMP 6986) and MCLR + 2% from 01/05/2017 till 20/12/2022 (in respect of CMP 6985) to the complainant within 60 days from the date of this order. The interest due from 04/09/2022 and 21/12/2022 respectively 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.

No order as to costs.



(Neelmani N Raju)  
Member, K-RERA

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