

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY,
BENGALURU**

FIFTH ADDITIONAL BENCH

PRESENT

**SHRI.G.R. REDDY
HON'BLE MEMBER**

COMPLAINT NO.CMP/200717/0006176

DATED THIS 18TH DAY OF JANUARY, 2023

COMPLAINANTS : Mr.Manish Prabhat Tigga
No.35/5A, Inland Everglade
Dasarahalli Main Road HA Farm
Post, Bangalore – 560 024

By Mr.Mohan Kumar, Advocate

RESPONDENT / : M/s.Mantri Technology Constellations
PROMOTER Pvt Ltd., Mantri House, # 41,
Vittal Malliya Road
Bangalore : 560 001

By Mr.Parikshith Warier, Advocate

PROJECT NAME & : MANTRI MANYATA ENERGIA
REGISTRATION NO. PRM/KA/RERA/1251/309/PR/
171014/000439

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 MANYATA ENERGIA praying for a direction to pay delay period interest and for other reliefs:

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. The complainants have entered into an agreement of sale on 13.05.2016. The project completion date as per

agreement was 31.12.2018. The complainants have paid an amount of Rs.68,37,537/- (Rupees Sixty eight lakhs thirty seven thousand five hundred thirty seven only) to the respondent till the date of complaint. Since there was delay of more than four years in handing over the apartment, the complainants have filed the above complaint before the Authority praying for the following reliefs:

- a) Direct the Respondents to complete the construction and handover the apartment with all amenities with o/c.
- b) Direct the Respondent to pay the delay period interest.
- c) Direct the respondent to pay Rs.30,000/- towards cost of rent.
- d) Direct the respondent to pay Rs.5.0 lakhs towards Compensation for mental agony.
- e) Direct the Respondent to pay Rs.5.0 lakhs towards unfair trade practice;
- f) Direct the Respondents to pay Rs.50,000/- towards cost of litigation and other reliefs.

2. On a perusal of the sale agreement, it is seen that the completion date is agreed as 31.12.2018. The promoter-responder was required to complete the project and hand over possession of the apartment by 31.12.2018. In cases where 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. In the statement of objections, the respondent has sought to explain the delay by referring to several issues which are nothing but routine requirements of compliances and construction related issues which are required to be handled by the Promoter of any project who has undertaken to develop the real estate project. None of the reason submitted by the Respondent has any force and legal validity to justify the delay in completion of the project and provide any exception from the application of Section-18 of the Act. Therefore, as per Section 18 of the Act, the promoter is liable pay the delay period interest.

4. Therefore, as per Section 18 of the Act, the promoter is liable pay the delay period interest.
5. On a perusal of the documents filed and oral submissions made before the Authority, it is evident that complainant has paid an advance sale consideration amount and admittedly there is a delay in handing over the apartment as per the agreement. Hence the complainant is entitled to delay period interest u/s 18 of the Act and accordingly a memo of calculation submitted by the Complainant. The Promoter-Respondent has not submitted any memo of calculation.
6. As regards payment towards cost of rent expenses of Rs.30,000/- per month and damages of Rs.5.0 lakhs claimed by the allottee on account of mental agony and



pain, the complainant may seek an appropriate relief by filing a complaint before the Adjudicating Officer who is empowered to adjudge the compensation under the provisions of the Act. Similarly as regards the compensation claimed for unfair trade practice, the complainant is at liberty to seek appropriate relief by filing a complaint before the Adjudicating Officer.

7. The complainant has sought a relief of RS.50,000/- to defray the litigation expenses. It is noted that the complainant has booked the apartment in the year 2016 for a total consideration of Rs.96,66,974/-. It is submitted by the complainant that about Rs.68,37,537/- was paid which accounted to 70% of the basic cost of the apartment. It is also submitted as per the sale agreement and construction agreement that the completion date was fixed as 31.12.2018. Further submissions of the complainant include that the respondent failed to pay pre EMI instalment as undertaken by the respondent while entering into sale agreement. These facts brought out in the complaint indicate that the complainant was left with no choice but to file a complaint before the Authority and pursue the same. It is evident that the complainant has engaged an advocate and incurred expenditure for pursuing the litigation which has arisen only on account of the defaults committed by the promoter-respondent. Having regard to all the facts the Authority is of the view that the complainant is entitled for some relief in the form of payment of litigation expenses by the promoter-respondent. Accordingly, it is hereby ordered that

respondent-promoter shall pay a sum of Rs.50,000/- to the complaint on account of litigation expenses.

And accordingly the Authority orders the following:

ORDER

1. 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 **CMP/200717/0006176** is hereby partly allowed.

2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 31.12.2018 till the date of handing over possession along with occupancy certificate. The working submitted by the complainant is enclosed to this order as Annexure-A. The promoter shall pay the interest for the delay period as arrived at by the Complainant amounting to Rs.25,77,038/- (Twenty five lakhs seventy seven thousand thirty eight only) within 60 days from the date of this order. The Promoter is also liable to pay delay period interest every month for the subsequent period and up to the date of completion of the project.

3. Respondent-Promoter is directed to complete the construction of the project at the earliest with all amenities, as agreed, obtain occupancy certificate and handover the apartment to the allottees at the earliest.

4. As regards payment towards cost of Rent of Rs.30,000/- per month and damages of Rs.5.0 lakhs claimed by the allottee



on account of mental agony and pain, the complainant may seek an appropriate relief by filing a complaint before the Adjudicating Officer who is empowered to adjudge the compensation under the provisions of the Act.

5. Similarly the compensation claimed for unfair trade practice also the complainant is at liberty to seek appropriate relief by filing a complaint before the Adjudicating Officer.

6. As regards the cost of litigation expenses to the extent of Rs.50,000/- claimed, the promoter is directed to pay an amount of Rs.50,000/- to the Allottee towards cost of litigation.


(G.R. REDDY)

MEMBER

FIFTH ADDITIONAL BENCH

K-RERA

Memo Calculation for Delay Period Interest

1. Guidelines to The Complaints Seeking Refund with Interest and Delay Period Interest

2. SBI MCLR Historical Rates

3. Interest Rate Till 30/04/2017 is 9.00 %

4. Interest Rate From 01/05/2017 is SBI MCLR Rate + 2 %

Complaint Number :	CMP/200717/0006176	Complainant Name :	Manish Prabhat Tigga
Project Name :	Mantri Manyata Energia	Promoter Name :	Mantri Technology Constellations Pvt. Ltd.
Is Project Registered With RERA :	YES	Registration Number :	PRM/KA/RERA/1251/309/PR/171014/000439
Amount payable as per Agreement :	9,666,974	Date of Agreement for Sale :	13-05-2016
Total Amount paid till Possession Date :	6,837,537	Possession Date as per Agreement :	31-12-2018
Is there any Subsequent Payments made after Possession Date ? :	NO		
Submitted By :	COMPLAINANT	Submitted On :	07-11-2022
Type of Memo :	Delay Period Interest		

Payment Details

S.NO	TYPE	AMOUNT	DATE
1	TOTAL PAYMENT TILL POSSESSION	6,837,537	31-12-2018
3	TOTAL DELAYED INTEREST as on 07/11/2022	2,577,038	

Interest Calculation

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 6,837,537						
1	31-12-2018	31-01-2019	31	8.75	10.75 as on 10-12-2018	62,427
2	31-01-2019	28-02-2019	28	8.75	10.75 as on 10-01-2019	56,386
3	28-02-2019	28-03-2019	28	8.75	10.75 as on 10-02-2019	56,386
4	28-03-2019	28-04-2019	31	8.75	10.75 as on 10-03-2019	62,427
5	28-04-2019	28-05-2019	30	8.7	10.7 as on 10-04-2019	60,132
6	28-05-2019	28-06-2019	31	8.65	10.65 as on 10-05-2019	61,846
7	28-06-2019	28-07-2019	30	8.65	10.65 as on 10-06-2019	59,851
8	28-07-2019	28-08-2019	31	8.6	10.6 as on 10-07-2019	61,556
9	28-08-2019	28-09-2019	31	8.45	10.45 as on 10-08-2019	60,685
10	28-09-2019	28-10-2019	30	8.35	10.35 as on 10-09-2019	58,165

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
11	28-10-2019	28-11-2019	31	8.25	10.25 as on 10-10-2019	59,524
12	28-11-2019	28-12-2019	30	8.2	10.2 as on 10-11-2019	57,322
13	28-12-2019	28-01-2020	31	8.2	10.2 as on 10-12-2019	59,233
14	28-01-2020	28-02-2020	31	8.2	10.2 as on 10-01-2020	59,233
15	28-02-2020	28-03-2020	29	8.15	10.15 as on 10-02-2020	55,140
16	28-03-2020	28-04-2020	31	8.05	10.05 as on 10-03-2020	58,362
17	28-04-2020	28-05-2020	30	7.7	9.7 as on 10-04-2020	54,512
18	28-05-2020	28-06-2020	31	7.55	9.55 as on 10-05-2020	55,458
19	28-06-2020	28-07-2020	30	7.3	9.3 as on 10-06-2020	52,265
20	28-07-2020	28-08-2020	31	7.3	9.3 as on 10-07-2020	54,007
21	28-08-2020	28-09-2020	31	7.3	9.3 as on 10-08-2020	54,007
22	28-09-2020	28-10-2020	30	7.3	9.3 as on 10-09-2020	52,265
23	28-10-2020	28-11-2020	31	7.3	9.3 as on 10-10-2020	54,007
24	28-11-2020	28-12-2020	30	7.3	9.3 as on 10-11-2020	52,265
25	28-12-2020	28-01-2021	31	7.3	9.3 as on 10-12-2020	54,007
26	28-01-2021	28-02-2021	31	7.3	9.3 as on 10-01-2021	54,007
27	28-02-2021	28-03-2021	28	7.3	9.3 as on 10-02-2021	48,780
28	28-03-2021	28-04-2021	31	7.3	9.3 as on 10-03-2021	54,007
29	28-04-2021	28-05-2021	30	7.3	9.3 as on 10-04-2021	52,265
30	28-05-2021	28-06-2021	31	7.3	9.3 as on 15-05-2021	54,007
31	28-06-2021	28-07-2021	30	7.3	9.3 as on 15-06-2021	52,265
32	28-07-2021	28-08-2021	31	7.3	9.3 as on 15-07-2021	54,007
33	28-08-2021	28-09-2021	31	7.3	9.3 as on 15-08-2021	54,007
34	28-09-2021	28-10-2021	30	7.3	9.3 as on 15-09-2021	52,265
35	28-10-2021	28-11-2021	31	7.3	9.3 as on 15-10-2021	54,007
36	28-11-2021	28-12-2021	30	7.3	9.3 as on 15-11-2021	52,265
37	28-12-2021	28-01-2022	31	7.3	9.3 as on 15-12-2021	54,007
38	28-01-2022	28-02-2022	31	7.3	9.3 as on 15-01-2022	54,007
39	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	48,780
40	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	54,007
41	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	52,826
42	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	55,168
43	28-06-2022	28-07-2022	30	7.7	9.7 as on 15-06-2022	54,512
44	28-07-2022	28-08-2022	31	7.8	9.8 as on 15-07-2022	56,910
45	28-08-2022	28-09-2022	31	8.0	10.0 as on 15-08-2022	58,072
46	28-09-2022	28-10-2022	30	8.0	10.0 as on 15-09-2022	56,198
47	28-10-2022	07-11-2022	10	8.25	10.25 as on 15-10-2022	19,201
TOTAL DELAYED INTEREST as on 07/11/2022						7,577,038