

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY,
BENGALURU**

FIFTH ADDITIONAL BENCH

PRESENT

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

COMPLAINT NO.CMP/200907/0006524

DATED THIS 20TH DAY OF JANUARY, 2023

COMPLAINANTS : Mr.Sudhindra R
288, 6th B Main, HMT Layout
R.T.Nagar, Bengaluru : 560032

By Mr.Mohan Kumar, Advocate

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

By Mr.Parikshith Warriar, 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 01.09.2016. The project completion date as per agreement was 31.12.2018. The complainant has paid an

amount of Rs.78,25,526/- (Rupees Seventy eight lakhs twenty five thousand five hundred twenty six only) to the respondent till the date of complaint. Since there was delay of more than two years in handing over the apartment, the complainant has 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-respondent 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 did not file any statement of objection in spite of giving sufficient opportunities.

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 was 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.97,79,208/-. It is submitted by the complainant that about Rs.78,25,526/- was paid which accounted to 80% of the basic cost of the apartment. 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 complainant 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/200908/0006315 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.28,48,103/- (Rupees Twenty eight lakhs forty eight thousand

one hundred three 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

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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/200907/0006524

Complainant Name : Sudhindra R

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 : 9,779,208

Date of Agreement for Sale : 01-09-2016

Total Amount paid till Possession Date : 7,825,526

Possession Date as per Agreement : 31-12-2018

Is there any Subsequent Payments made after Possession Date ? : NO

Submitted By : COMPLAINANT

Submitted On : 21-09-2022

Type of Memo : Delay Period Interest

Payment Details

S.NO	TYPE	AMOUNT	DATE
1	TOTAL PAYMENT TILL POSSESSION	7825526.0	31-12-2018

Interest Calculation

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 7,825,526						
1	31-12-2018	31-01-2019	31	8.75	10.75 as on 10-12-2018	71,448
2	31-01-2019	28-02-2019	28	8.75	10.75 as on 10-01-2019	64,533
3	28-02-2019	28-03-2019	28	8.75	10.75 as on 10-02-2019	64,533
4	28-03-2019	28-04-2019	31	8.75	10.75 as on 10-03-2019	71,448
5	28-04-2019	28-05-2019	30	8.7	10.7 as on 10-04-2019	68,821

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
6	28-05-2019	28-06-2019	31	8.65	10.65 as on 10-05-2019	70,783
7	28-06-2019	28-07-2019	30	8.65	10.65 as on 10-06-2019	68,500
8	28-07-2019	28-08-2019	31	8.6	10.6 as on 10-07-2019	70,451
9	28-08-2019	28-09-2019	31	8.45	10.45 as on 10-08-2019	69,454
10	28-09-2019	28-10-2019	30	8.35	10.35 as on 10-09-2019	66,570
11	28-10-2019	28-11-2019	31	8.25	10.25 as on 10-10-2019	68,124
12	28-11-2019	28-12-2019	30	8.2	10.2 as on 10-11-2019	65,605
13	28-12-2019	28-01-2020	31	8.2	10.2 as on 10-12-2019	67,792
14	28-01-2020	28-02-2020	31	8.2	10.2 as on 10-01-2020	67,792
15	28-02-2020	28-03-2020	29	8.15	10.15 as on 10-02-2020	63,108
16	28-03-2020	28-04-2020	31	8.05	10.05 as on 10-03-2020	66,795
17	28-04-2020	28-05-2020	30	7.7	9.7 as on 10-04-2020	62,389
18	28-05-2020	28-06-2020	31	7.55	9.55 as on 10-05-2020	63,472
19	28-06-2020	28-07-2020	30	7.3	9.3 as on 10-06-2020	59,817
20	28-07-2020	28-08-2020	31	7.3	9.3 as on 10-07-2020	61,810
21	28-08-2020	28-09-2020	31	7.3	9.3 as on 10-08-2020	61,810
22	28-09-2020	28-10-2020	30	7.3	9.3 as on 10-09-2020	59,817
23	28-10-2020	28-11-2020	31	7.3	9.3 as on 10-10-2020	61,810
24	28-11-2020	28-12-2020	30	7.3	9.3 as on 10-11-2020	59,817
25	28-12-2020	28-01-2021	31	7.3	9.3 as on 10-12-2020	61,810
26	28-01-2021	28-02-2021	31	7.3	9.3 as on 10-01-2021	61,810
27	28-02-2021	28-03-2021	28	7.3	9.3 as on 10-02-2021	55,829
28	28-03-2021	28-04-2021	31	7.3	9.3 as on 10-03-2021	61,810
29	28-04-2021	28-05-2021	30	7.3	9.3 as on 10-04-2021	59,817
30	28-05-2021	28-06-2021	31	7.3	9.3 as on 15-05-2021	61,810
31	28-06-2021	28-07-2021	30	7.3	9.3 as on 15-06-2021	59,817
32	28-07-2021	28-08-2021	31	7.3	9.3 as on 15-07-2021	61,810
33	28-08-2021	28-09-2021	31	7.3	9.3 as on 15-08-2021	61,810
34	28-09-2021	28-10-2021	30	7.3	9.3 as on 15-09-2021	59,817
35	28-10-2021	28-11-2021	31	7.3	9.3 as on 15-10-2021	61,810
36	28-11-2021	28-12-2021	30	7.3	9.3 as on 15-11-2021	59,817
37	28-12-2021	28-01-2022	31	7.3	9.3 as on 15-12-2021	61,810
38	28-01-2022	28-02-2022	31	7.3	9.3 as on 15-01-2022	61,810
39	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	55,829
40	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	61,810
41	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	60,460
42	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	63,140

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
43	28-06-2022	28-07-2022	30	7.7	9.7 as on 15-06-2022	62,389
44	28-07-2022	28-08-2022	31	7.8	9.8 as on 15-07-2022	65,134
45	28-08-2022	21-09-2022	24	8.0	10.0 as on 15-08-2022	51,455
TOTAL DELAYED INTEREST as on 21/09/2022						2,848,103

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