

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY,  
BENGALURU**

**FIFTH ADDITIONAL BENCH**

**PRESENT**

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

**COMPLAINT NO.CMP/200703/0006076**

**DATED THIS 18<sup>th</sup> DAY OF JANUARY, 2023**

COMPLAINANTS : Mr.Sameer Gupta  
1153, Prestige Shantiniketan  
Whitefield Road,  
Bengaluru : 560 048  
  
By Mr.Mohan Kumar, Advocate  
  
RESPONDENT / : M/s.Mantri Developers Pvt Ltd.  
PROMOTER Mantri House, # 41, Vittal Mallya Road  
Bangalore : 560 001  
  
By Ms.Kalyani Hegde, Advocate  
  
PROJECT NAME & : MANTRI WEBCITY 2B  
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 12.03.2015. The project completion date as per agreement was 31.07.2017. The complainants have paid an amount of Rs.54,52,600/- (Rupees Fifty four lakhs fifty two thousand six hundred only) to the respondent till



date of complaint. Since there was delay of more than five 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 31.07.2017. The promoter-respondent was required to complete the project and hand over possession of the apartment by 31.07.2017. 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 objections. 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. The complainant has submitted memo of computation of 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 31.07.2017, but failed to handover possession of 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 submitted by the Complainant as on 16.08.2022**

| <b>Principle amount (A)<br/>Rs.</b> | <b>Interest (B)<br/>As on<br/>16.08.2022<br/>Rs.</b> | <b>Refund from<br/>Promoter<br/>(C)<br/>Rs.</b> | <b>Total<br/>Balance<br/>Amount<br/>(A+B)<br/>Rs.</b> |
|-------------------------------------|--|---|---|
| <b>54,52,600</b>                    | <b>39,14,577</b>                                     | <b>—</b>  | <b>93,67,177</b>                                      |

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/200703/0006076** is hereby allowed. Respondent is directed to refund a sum of **Rs. 93,67,177/- (Rupees Ninety three lakhs sixty seven thousand one hundred seventy seven only)** towards refund with interest to the complainant within 60 days from the date of this order, calculated from 01/05/2017 till 16.08.2022.

The interest due from 17.08.2022 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.

  
(G.R. REDDY)

MEMBER

FIFTH ADDITIONAL BENCH

K-RERA