

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY,  
BENGALURU**

**FIFTH ADDITIONAL BENCH**

**PRESENT**

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

**COMPLAINT NO.CMP/200918/0006577**

**DATED THIS 24<sup>RD</sup> DAY OF JANUARY, 2023**

COMPLAINANTS : Mr.Shardul and Divya Singh  
004, Block Suncity Apartment  
Iblur, Bengaluru 560 103

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 2A  
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 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 09.03.2013. The project completion date as per agreement was 31.03.2017. The complainant has paid an



amount of Rs.60,98,773/- (Rupees Sixty lakhs ninety eight thousand seven hundred seventy three only) to the respondent till the date of complaint. Since there was delay of more than five 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.20,000/- 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 31.03.2017. The promoter-responder was required to complete the project and hand over possession of the apartment by 31.03.2017. In cases where the responder-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 responder has appeared before the Authority through its counsel and filed statement of objection. In the statement of objections, the responder 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 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.20,000/- 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

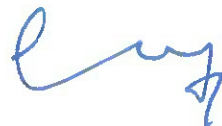
empowered to adjudge the compensation under the provisions of the Act. Similarly as regards the compensation claimed for unfair trade practice, the complainant is at liberty to seek appropriate relief by filing a complaint before the Adjudicating Officer.

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 2017 for a total consideration of Rs.61,32,005/-. It is submitted by the complainant that about Rs.60,98,773/- was paid which accounted to 99% 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 31.03.2017. 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/200918/0006577** is hereby partly allowed.
2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 31.03.2017 till the date of handing over possession along with occupancy certificate. The promoter shall pay the interest for the delay period as arrived at by the Complainant amounting to Rs.33,93,842/- (Rupees Thirty three lakhs ninety three thousand eight hundred forty two 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, obtain occupancy certificate and handover the apartment to the allottees at the earliest.
4. As regards payment towards cost of rent of Rs.20,000/- 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

NOT AN OFFICIAL

Print Details

Home / Memo Calculation

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/200918/0006577	Complainant Name :	Shardul and Divya Singh
Project Name :	Mantri Webcity2A	Promoter Name :	Mantri Developers Private Limited
Is Project Registered With RERA :	YES	Registration Number :	PRM/KA/RERA/1251/310/PR/171015/000608
Amount payable as per Agreement :	6,132,005	Date of Agreement for Sale :	09-03-2013
Total Amount paid till Possession Date :	6,098,773	Possession Date as per Agreement :	31-03-2017
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	6,098,773	31-03-2017
3	TOTAL DELAYED INTEREST as on 07/11/2022	3,393,842	

Interest Calculation

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 6,098,773						
1	31-03-2017	30-04-2017	30		9	45,114
2	30-04-2017	30-05-2017	30	8.25	10.25 as on 15-10-2022	51,380
3	30-05-2017	30-06-2017	31	8.15	10.15 as on 01-05-2017	52,574
4	30-06-2017	30-07-2017	30	8.15	10.15 as on 01-06-2017	50,878
5	30-07-2017	30-08-2017	31	8.15	10.15 as on 01-07-2017	52,574
6	30-08-2017	30-09-2017	31	8.15	10.15 as on 01-08-2017	52,574
7	30-09-2017	30-10-2017	30	8.15	10.15 as on 01-09-2017	50,878
8	30-10-2017	30-11-2017	31	8.15	10.15 as on 01-10-2017	52,574
9	30-11-2017	30-12-2017	30	8.1	10.1 as on 01-11-2017	50,628
10	30-12-2017	30-01-2018	31	8.1	10.1 as on 01-12-2017	52,315

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
11	30-01-2018	28-02-2018	29	8.1	10.1 as on 01-01-2018	48,940
12	28-02-2018	28-03-2018	28	8.1	10.1 as on 01-02-2018	47,252
13	28-03-2018	28-04-2018	31	8.35	10.35 as on 01-03-2018	53,610
14	28-04-2018	28-05-2018	30	8.35	10.35 as on 01-04-2018	51,881
15	28-05-2018	28-06-2018	31	8.35	10.35 as on 01-05-2018	53,610
16	28-06-2018	28-07-2018	30	8.45	10.45 as on 01-06-2018	52,382
17	28-07-2018	28-08-2018	31	8.45	10.45 as on 01-07-2018	54,128
18	28-08-2018	28-09-2018	31	8.45	10.45 as on 01-08-2018	54,128
19	28-09-2018	28-10-2018	30	8.65	10.65 as on 01-09-2018	53,385
20	28-10-2018	28-11-2018	31	8.7	10.7 as on 01-10-2018	55,423
21	28-11-2018	28-12-2018	30	8.7	10.7 as on 01-11-2018	53,635
22	28-12-2018	28-01-2019	31	8.75	10.75 as on 10-12-2018	55,682
23	28-01-2019	28-02-2019	31	8.75	10.75 as on 10-01-2019	55,682
24	28-02-2019	28-03-2019	28	8.75	10.75 as on 10-02-2019	50,293
25	28-03-2019	28-04-2019	31	8.75	10.75 as on 10-03-2019	55,682
26	28-04-2019	28-05-2019	30	8.7	10.7 as on 10-04-2019	53,635
27	28-05-2019	28-06-2019	31	8.65	10.65 as on 10-05-2019	55,164
28	28-06-2019	28-07-2019	30	8.65	10.65 as on 10-06-2019	53,385
29	28-07-2019	28-08-2019	31	8.6	10.6 as on 10-07-2019	54,905
30	28-08-2019	28-09-2019	31	8.45	10.45 as on 10-08-2019	54,128
31	28-09-2019	28-10-2019	30	8.35	10.35 as on 10-09-2019	51,881
32	28-10-2019	28-11-2019	31	8.25	10.25 as on 10-10-2019	53,092
33	28-11-2019	28-12-2019	30	8.2	10.2 as on 10-11-2019	51,129
34	28-12-2019	28-01-2020	31	8.2	10.2 as on 10-12-2019	52,833
35	28-01-2020	28-02-2020	31	8.2	10.2 as on 10-01-2020	52,833
36	28-02-2020	28-03-2020	29	8.15	10.15 as on 10-02-2020	49,182
37	28-03-2020	28-04-2020	31	8.05	10.05 as on 10-03-2020	52,056
38	28-04-2020	28-05-2020	30	7.7	9.7 as on 10-04-2020	48,623
39	28-05-2020	28-06-2020	31	7.55	9.55 as on 10-05-2020	49,466
40	28-06-2020	28-07-2020	30	7.3	9.3 as on 10-06-2020	46,618
41	28-07-2020	28-08-2020	31	7.3	9.3 as on 10-07-2020	48,171
42	28-08-2020	28-09-2020	31	7.3	9.3 as on 10-08-2020	48,171
43	28-09-2020	28-10-2020	30	7.3	9.3 as on 10-09-2020	46,618
44	28-10-2020	28-11-2020	31	7.3	9.3 as on 10-10-2020	48,171
45	28-11-2020	28-12-2020	30	7.3	9.3 as on 10-11-2020	46,618
46	28-12-2020	28-01-2021	31	7.3	9.3 as on 10-12-2020	48,171
47	28-01-2021	28-02-2021	31	7.3	9.3 as on 10-01-2021	48,171
48	28-02-2021	28-03-2021	28	7.3	9.3 as on 10-02-2021	43,510
49	28-03-2021	28-04-2021	31	7.3	9.3 as on 10-03-2021	48,171
50	28-04-2021	28-05-2021	30	7.3	9.3 as on 10-04-2021	46,618
51	28-05-2021	28-06-2021	31	7.3	9.3 as on 15-05-2021	48,171



S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
52	28-06-2021	28-07-2021	30	7.3	9.3 as on 15-06-2021	46,618
53	28-07-2021	28-08-2021	31	7.3	9.3 as on 15-07-2021	48,171
54	28-08-2021	28-09-2021	31	7.3	9.3 as on 15-08-2021	48,171
55	28-09-2021	28-10-2021	30	7.3	9.3 as on 15-09-2021	46,618
56	28-10-2021	28-11-2021	31	7.3	9.3 as on 15-10-2021	48,171
57	28-11-2021	28-12-2021	30	7.3	9.3 as on 15-11-2021	46,618
58	28-12-2021	28-01-2022	31	7.3	9.3 as on 15-12-2021	48,171
59	28-01-2022	28-02-2022	31	7.3	9.3 as on 15-01-2022	48,171
60	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	43,510
61	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	48,171
62	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	47,119
63	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	49,207
64	28-06-2022	28-07-2022	30	7.7	9.7 as on 15-06-2022	48,623
65	28-07-2022	28-08-2022	31	7.8	9.8 as on 15-07-2022	50,761
66	28-08-2022	28-09-2022	31	8.0	10.0 as on 15-08-2022	51,797
67	28-09-2022	28-10-2022	30	8.0	10.0 as on 15-09-2022	50,126
68	28-10-2022	07-11-2022	10	8.25	10.25 as on 15-10-2022	17,126
					TOTAL DELAYED INTEREST as on 07/11/2022	3,393,842



NOT AN OFFICIAL