

**PROCEEDINGS OF THE AUTHORITY**  
**PRESIDED BY HON'BLE MEMBER G.R. REDDY**  
**BEFORE BENCH 5**  
**COMPLAINT NO: CMP/210107/0007353**

**DATED THIS 07<sup>th</sup> DAY OF MARCH, 2023**

COMPLAINANTS : Mr.Atul Kumar Verma  
C-308, Bagherwal Tripolls,  
Rajiv Gandhi nagar, Kota  
Rajasthan : 324005  
  
By Mr.K.S.Rajesh Gowda, Advocate

RESPONDENT / : M/s.Mantri Developers Pvt Ltd.  
PROMOTER Mantri House, # 41,  
Vittal Mallya Road  
Bangalore : 560 001  
  
By Ms.Jaslen Kaur, Advocate  
(Trialbase Advocates)

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-18 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. As per the details furnished by the Complainant, the complainant has entered into an agreement of sale on 27.11.2015. The project completion date as per agreement was 30.11.2017. The complainant has paid an amount of Rs.59,37,403/- (Rupees Fifty nine lakhs thirty seven thousand four hundred three only) to the respondent till 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:

i) Refund of the amount paid together with interest.

2. As per the agreement submitted by the Complainant, it is seen that the completion date is agreed as 30.11.2017. The promoter-respondent was required to complete the project and hand over possession of the apartment by 30.11.2017. Since the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee, since even after K-RERA Act and Rules came to play, this complaint is admissible for relief in accordance with Section 18 of the Act.

3. After registration of the complaint, notice was issued to both complainant and respondent to appear before the authority. In pursuance of the notice, the complainant has appeared and submitted his memo of calculation for refund with interest. The respondent has appeared before the Authority through its counsel and filed statement of objections. In the statement of objections,

respondent has sought to explain the delay by referring to several issues such as Excavation, legal issues, License Issues, heavy and continuous rainfall, due to demonetization, shortage of construction materials and skilled labour 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.

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 30.11.2017, 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.



8. 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 Complainant. The Promoter-Respondent has not submitted any memo of calculation.

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

**Memo of Calculation for Refund with Interest submitted by the Complainant as on 24.01.2023**

<b>Principle amount (A) Rs.</b>	<b>Interest (B) As on 24.01.2023 Rs.</b>	<b>Refund from Promoter (C) Rs.</b>	<b>Total Balance Amount (A+B) Rs.</b>
<b>59,37,403</b>	<b>39,90,665</b>	<b>—</b>	<b>99,28,068</b>

And accordingly the Authority passes 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 No. CMP/210107/0007353 is hereby allowed.

2. Respondent is directed to refund a sum of **Rs. 99,28,068/- (Rupees Ninety nine lakhs twenty eight thousand sixty eight only )** towards refund with interest to the complainant within 60 days from the date of this order as per the memo of calculation of Complainant, calculated from 01/05/2017

till 24.01.2023. The interest due from 25.01.2023 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**

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