

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/UR/200827/0006331

DATED THIS 27th DAY OF MARCH, 2023

COMPLAINANTS : Mr.Sriram Padmanabhan
Vignes, Odath Lane,
Thiruvambadi, Tirissur
Kerala : 680 022

By Vinay, Advocate

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

Ms.Jasleen Kaur, Advocate

PROJECT NAME & : MANTRI WEBCITY
REGISTRATION NO. -----

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 praying for a direction to Refund the amount paid with Interest and for other reliefs.

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 26.08.2013. The project completion date as per agreement



was 31.03.2015. The complainant has paid an amount of Rs.74,13,907/- (Rupees Seventy four lakhs thirteen thousand nine hundred seven only) to the Respondent. Since there was delay of more than seven years in handing over the apartment, the complainant has filed the above complaint before the Authority praying for following reliefs:

- i) Direct the Respondents to refund the entire sale consideration with interest;
- ii) Direct the Respondent to pay the entire outstanding loan along with pending EMI, interest, penalties etc., by closing the loan account.
- iii) Direct the Respondent to pay compensation for unfair trade practice.

2. As per the agreement, it is seen that the completion date is agreed as 31.03.2015. The promoter-respondent was required to complete the project and hand over possession of the apartment by 31.03.2015. 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, notice was sent to both the complainant and respondent to appear before the Authority. Complainant has appeared before the Authority filed memo of calculation for refund with interest together with copy of the agreement and statement of account in support of his claim. The respondent entered appearance through their counsel. In spite of availing three opportunities and



undertaking to file the statement of objections, the respondent has not filed any statement of objections nor produced any documents.

4. From the information furnished by the Complainant in its memo of calculation for refund with interest, it is apparent that the promoter has to deliver the apartment on or before 31.03.2015, but failed to handover possession of the apartment. Since the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee even after K-RERA Act and Rules came to play, this complaint is admissible for relief in accordance with Section 18 of the Act.

4. 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. Therefore, as per Section 18 of the Act, the promoter is liable to return the amount received along with interest.

5. 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.



8. 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.

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

**Memo of Calculation for Refund submitted by the
Complainant as on 28.01.2023**

Principle amount (A) Rs.	Interest (B) As on 28.01.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
74,13,907	46,10,846	14,06,288	1,06,18,465

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/UR/200827/0006331** is hereby partly allowed.

2. Respondent is directed to refund a sum of **Rs. 1,06,18,465/- (Rupees One crore six lakhs eighteen thousand four hundred sixty five only)** towards refund with interest to the complainant within 60 days from the date of this order as per the calculation of the Complainant, calculated from 01/05/2017 till 23.01.2023. The interest due from 24.01.2023 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.

3. The Respondent is directed to clear the loan amount of the Complainant to the bank and close the loan account standing in the name of the Complainant with all pending EMI, Interest, penalties etc., claimed by the Bank.

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


(G.R. REDDY)
MEMBER
FIFTH ADDITIONAL BENCH
K-RERA

NOT AN OFFICIAL COPY