

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY,
BENGALURU**

FIFTH ADDITIONAL BENCH

PRESENT

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

COMPLAINT NO.CMP/220408/0009326

DATED THIS 12th DAY OF APRIL, 2023

COMPLAINANTS : Mr.Madhusudana Kunigal
Vasudevamurthy
No.864, Sri Krishna, 20th Cross,
5th Block, HMT Layout, Vidyaranyapura
Bangalore : 560 097

By Mr.T.N.Manjunath, Advocate

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

By Ms.Jasleen Kaur, 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-18 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project MANTRI MANYATA ENERGIA praying for a direction to Refund the amount paid with Interest along with other reliefs.

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. As per the information furnished by the Complainant in memo of calculation for refund with interest, the complainant has



entered into an agreement of sale on 05.02.2018. The project completion date as per agreement was 31.12.2020. The complainant has paid an amount of Rs.12,50,000/- (Rupees Twelve lakhs fifty thousand 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:

- i) Refund of the amount paid together with interest.
- ii) Compensation for mental agony Rs.5,00,000/-
- iii) Damages Rs.5,25,000/-

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 31.12.2020. 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 issued to both complainant and respondent to appear before the authority. In pursuance of the notice, the respondent has appeared before the Authority through its counsel and prayed time for filing statement of objections. The hearing was conducted on 16.8.2022, 7.9.2022, 11.10.2022, 16.2.2023, 01.03.2023. In spite of availing five opportunities, the Respondent has not filed any statement of objections. The complainant has submitted memo of computation of refund with interest and served on the respondent.



4. From the information furnished by the Complainant in its memo calculation for refund with interest and the agreement, it is apparent that the promoter has to deliver the apartment on or before 31.12.2020, 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. Therefore, as per Section 18 of the Act, the promoter is liable to return the amount received along with interest.

5. As regards payment of Rs.50,00,000/- towards mental agony, 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 Rs.5,25,000/- lacs claimed for damages, the complainant is at liberty to seek appropriate relief by filing a complaint before the Adjudicating Officer.

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 for Refund with Interest submitted by
the Complainant as on 23.03.2023**

Principle amount (A) Rs.	Interest (B) As on 08.01.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
12,50,000	6,67,914	—	19,17,914

And accordingly the Authority passes the following:

ORDER

1. In exercise of the powers conferred under Section 18 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint Bearing No. CMP/220408/0009326 is hereby partly allowed.

2. Respondent is directed to refund a sum of **Rs. 19,17,914/- (Rupees Nineteen lakhs seventeen thousand nine hundred fourteen only)** towards refund with interest to the complainant within 60 days from the date of this order, calculated from 08/12/2017 till 23.03.2023. The interest due from 24.03.2023 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.



4. As regards payment of Rs.50.0 lakhs claimed by the allottee on account of mental agony, 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 claim of sum of Rs.5.25 lakhs claimed for damages also 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

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