

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

Dated 2nd MAY, 2023

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/211226/0008748

COMPLAINANTS : Mr.Pal Sameer Kumar Arabinda
A01, Sobha Cinnamom & Saffron
Silver County Road, Harlur Phase-2
Bengaluru : 560 068, Karnataka

By Mr.Veeresh M.Uppin, Advocate

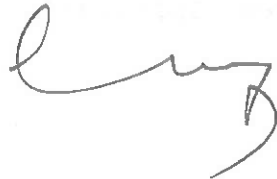
RESPONDENT / : M/s.Mantri Developers Pvt Ltd.
PROMOTER Mantri House, # 41,
Vittal Mallya Road
Bangalore : 560 001

By Mr.Srinivas, Advocate

PROJECT NAME & : MANTRI WEBCITY 3C
REGISTRATION NO. PRM/KA/RERA/1251/310/PR/
171015/000550

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 3C praying for a direction to pay delay period interest and for other relief:



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 21.04.2017. The project completion date as per agreement was 09.04.2019. The complainant has paid entire sale consideration amount of Rs.89,21,534/- (Rupees Eightynine lakhs twentyone thousand five hundred thirty four only) to the respondent. Since there was delay of more than three years in handing over the apartment, the complainant has filed the above complaint before the Authority praying for the following reliefs:

- a) Direct the Respondent to pay the delay period interest.
- c) Direct the respondent to pay Rs.43,000/- towards cost of rent.

2. As per the information furnished by the Complainant, it is seen that the completion date is agreed as 09.04.2019. The promoter-respondent was required to complete the project and hand over possession of the apartment by 09.04.2019. In cases where the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee as per the agreed delivery date, the Complainant is entitled to file a complaint before the authority and the complaint filed by the Complainant is admissible for relief in accordance with Section 18 of the Act.

3. After registration of the complaint, notice was sent to both complainant and respondent to appear before the authority. The matter was heard on 18.8.2022, 20.09.2022, 11.01.2023, 08.02.2023 and 01.03.2023. In response to the Notice, the Respondent entered appearance through their counsel and filed vakalath. The complainant also entered appearance through his counsel and filed Written

Arguments, agreement of sale, construction agreement, tripartite agreement, cost break-up issued by the respondent, statement of account issued by the Respondent and the Memo of calculation for delay period interest. The Respondent has not filed any statement of objections or memo of calculation for delay period interest nor disputed the memo of calculation submitted by the Complainant in spite of giving 5 opportunities.

4. On a perusal of the memo of calculation for delay period interest submitted by the complainant before the authority, it is evident that complainant has paid the entire sale consideration amount and the Respondent has acknowledged the receipt of entire sale consideration vide its statement of account dated 01.12.2022. 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

5. As regards payment towards cost of rent expenses of Rs.43,000/- per month, the complainant may seek an appropriate relief by filing a separate complaint before the Adjudicating Officer who is empowered to adjudge the compensation under the provisions of the Act.

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 CMP/211226/0008748 is hereby partly allowed.

2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 09.04.2019 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.35,48,513/- (Rupees Thirty lakhs two hundred sixteen only) within 60 days from the date of this order. The Promoter-Respondent 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 as per agreement, obtain occupancy certificate and handover the apartment to the allottees at the earliest.

4. As regards payment towards cost of rent of Rs.43,000/- per month the complainant may seek an appropriate relief by filing a separate complaint before the Adjudicating Officer who is empowered to adjudge the compensation under the provisions of the Act.


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