

**PROCEEDINGS OF THE AUTHORITY**  
**BEFORE BENCH 5**  
**PRESIDED BY HON'BLE MEMBER G.R. REDDY**

**COMPLAINT NO: CMP/220411/0009343**

**DATED THIS 25<sup>th</sup> DAY OF MAY, 2023**

COMPLAINANTS : Mr.Amarjeet Singh Gill  
H.No.747, AWHO Apartment,  
Phase-2, Punjab : 160 055  
  
By Mr.Piyush Kumar Jain, 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.

**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 23.05.2017. The project completion date as per agreement was 31.12.2018. The complainant has paid an amount of Rs.10,74,000/- (Rupees Ten lakhs seventy four thousand only) to the respondent till the date of complaint. Since there was delay of more than four years in handing over the apartment, the complainant has filed the above complaint before the Authority praying for the following reliefs:

**Refund of the amount paid together with interest.**

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 31.12.2018. 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 Complainant has appeared before the Authority through his counsel and produced copies of email correspondence, copy of the agreement for sale and construction agreement in support of his claim. The complainant also served copy of the complaint along with supporting documents on the Respondent. On the other hand, the respondent has appeared before the Authority through its counsel and prayed time for filing statement of objections. The hearing was conducted on 18.8.2022, 20.9.2022, 14.10.2022, 27.10.2022, 09.2.2023, 22.02.2023 and 27.04.2023.. In spite of availing seven



opportunities, the Respondent has not filed any statement of objections, the complainant has prayed for passing an award refunding the amount paid with interest. 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 31.12.2018, but failed to handover possession of the apartment.

5. 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.

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 nor disputed the memo of calculation submitted by the Complainant.

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 20.03.2023**

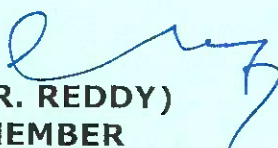
Principle amount (A) Rs.	Interest (B) As on 20.03.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
10,74,000	6,36,030	—	17,10,030

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/220411/0009343 is hereby allowed.

2. Respondent is directed to refund a sum of **Rs. 17,10,030/- (Rupees Seventeen lakhs Ten thousand thirty only)** towards refund with interest to the complainant within 60 days from the date of this order, calculated from 01-05-2017 till 20.03.2023. The interest due from 21.03.2023 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.

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