

BEFORE ADJUDICATING OFFICER, RERA
BENGALURU, KARNATAKA

Presided by Sri K.PALAKSHAPPA

Adjudicating Officer

Complaint No. CMP/190225/0002263

Dated: 22nd August 2019

Complainant : Shruthi SA,
#7, 14th cross, Akshaynagar,
1st Block, T.C. Pallya Main Road,
Bengaluru-560016.
Rep. by Sri Naman Saraswath Advocate

AND

Opponent : Sobha Arena- The Park (Block 2)
Sobha Limited,
Sarjapur-Marthahalli Outer Ring Road,
Devarabisanahalli,
Bellandur post,
Bengaluru-560103

J U D G M E N T

1. Shruthi SA, has filed this complaint under Section 31 of RERA Act against the project "Sobha Arena- The Park (Block 2)" developed by Sobha Limited bearing Complaint No. CMP/190225/0002263, seeking refund of Rs.18,90,000/- The facts of the complaint is as follows:

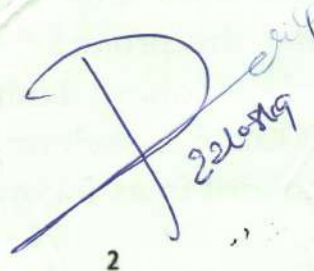
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22/08/19

I had paid an advance booked a Flat bearing No.D1-4113, on 11th Floor of Wing-4 of ?Sobha Arena?-The Park (Block B) having a super built-up area of 1,300.05 Sq Feet being developed by Sobha Limited (?Sobha?) in lieu of agreed consideration amount for own use as a residence. That this complaint is filed aggrieved by arbitrariness of Sobha in refusing to refund the amount received from me and inordinate/ irregular delay in construction of project impacted by litigation. The flat was originally booked on 16.10.2017. I had paid a sum of Rs.7,40,000/- to Sobha. Over a period of time, Sobha has further collected Rs. 7,50,000/- towards the cost of the said apartment. That in January 2018 after review of the title documents it was found that there were certain litigations involving the land on which the said project was being constructed.

Relief Sought from RERA : Refund Rs.18,90,000 along with interest & damages

2. After issuance of the notice to the Developer Sri. N.S. Advocate has appeared on behalf of the Developer, on 02/05/2019 one Sri. Mallikarjuna represented the Developer and submitted that the Developer has already paid Rs.14,40,000/- by retaining Rs. 50,000/- towards office expenses but the Complainant submits that the Developer is liable to return 50,000/- and therefore the Developer has filed the objections.
3. Heard the arguments.
4. The point that arisen for my consideration is:
Whether the complaint is deserves to be allowed or not?

My answer is affirmative I part for the following;


2

REASONS

5. It is admitted fact that the Complainant has paid Rs. 15,00,000/- towards purchase of the flat and he has cancelled the booking and thereby the Developer returned the amount to the Complainant. It was submitted that the amount of Rs. 14,40,000/- was returned to the Complainant on 02/05/2019 to the Complainant and the same was admitted by the Complainant also but it is the submission of the Complainant that the Developer has not paid the rest of the amount of Rs.50,000/-
6. The parties had taken so many contentions at the time of argument but the question remained for discussion is with respect to Rs, 50,000/- which was not repaid by the developer after filing of this complaint.
7. On going through the Case file it reveals that the Complainant has paid the amount in the year 2017 and 2018. It further means that the Developer has taken the benefit of the amount paid by the Complainant. Of course after filing the Complaint on 02/05/2019 the Developer has returned the amount of Rs. 14,40,000/- by deducting Rs. 50,000/- I would like to say that the stand taken by the Developer is not correct, he has returned the amount by deducting Rs. 50,000/- without adding any interest. As per the Agreement the Developer is entitled to deduct Rs.50,000/- towards office expenses but while returning the amount he has to return with interest which was forgotten by the Developer. Therefore I say that the Developer is liable to pay the interest.
8. Before passing the final order I would like to say that as per section 71(2) of RERA the complaint shall be disposed off by the Authority within 60 days from the date of receipt of the complaint. In this case the parties were present on 02/05/2019. Hence, there is a little delay in closing this complaint. with this observation I proceed to pass the following order;


22/05/19

ORDER

The Complaint No. CMP/190225/0002263 is allowed.

- a. The developer is hereby directed to pay interest at the rate of 10.75% p.a. on Rs.14,40,000/- commencing from the date of payment till 02/05/2019.
- b. Further the developer shall also pay Rs. 5000/- as cost of the petition.
- c. Intimate the parties regarding the order.

(Typed as per dictation Corrected, Verified and pronounced on 22/08/ 2019)

(K.Palakshappa)
Adjudicating Officer



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತದ ಸಂಖ್ಯೆ Cmp.No.' 2263

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Shruthica

Sobha Arena The Park (Block-2)

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು


CMP- 2263

17.10.2022

The execution proceeding in the above case is taken-up for disposal in then National Lok Adalat.

The authorised person of the respondent present and Sri. Naman Saraswath the learned Advocate for the complainant joined over phone call in pre Lok Adalat sitting held on 17.10.2022 and he has reported that the respondent/developer has complied the order passed in the above case. Therefore in view of the submission of the complainant, the execution proceedings in the above case have been closed as settled between the parties in the Lok Adalat. The conciliators to pass award.


Judicial Conciliator.


Advocate Conciliator.

CMP - 2263

12.11.2022

Before the Lok-Adalath

The execution proceedings in the above case taken up before the Lok-Adalat. The execution proceedings in the above case have been settled in pre Lok Adalat sitting held on 17.10.2022 in the case is hereby accepted. Hence, the execution proceedings in the above case stands disposed off as settled and closed in the Lok Adalat.


Judicial Conciliator.


Advocate Conciliator.

KARNATAKA STATE LEGAL SERVICES AUTHORITY
BEFORE THE LOK ADALAT
IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU

DATED: 12TH DAY OF NOVEMBER 2022

: CONCILIATORS PRESENT:

Sri: I. F. Bidari

..... Judicial Conciliator

AND

Smt. Preethi N

..... Advocate conciliator

COMPLAINT NO: CMP/190225/0002263

Between

Mrs. Shruthisa

..... Complainant

AND

M/s. Sobha Limited.,
(Authorised Person)

.....Respondent

Award

The dispute between the parties with regard to execution proceedings having been referred for determination to the Lok Adalat and the parties having compromised/settled the matter, complainant joined over phone call during the pre Lok Adalat sitting on dated:17.10.2022, same is accepted. The settlement entered between the parties is voluntary and legal one. The execution proceedings in the above case have been closed as settled between the parties.


Judicial conciliator


Advocate conciliator