

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

DATED: 11TH FEBRUARY 2022

: CONCILIATORS PRESENT:

Sri.Palakshappa

..... Judicial Conciliator

AND

Smt. Sumathi M

..... Advocate Conciliator

COMPLAINT NO: CMP/200927/0001668

Between

Mrs.Veena Gowda
(through video call)

..... Complainant

AND

M/s. Mantri Technology
Constellations Pvt. Ltd
(currently known as Buoyant
Technology Constellations Pvt ltd.
(Rep. by Authorised signatory Smt. Geetha C.)

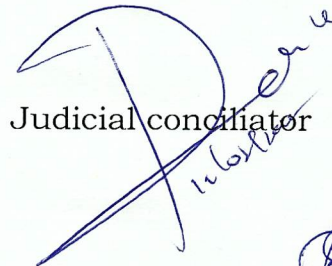
.....Respondent

Award

The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised/settled the matter, in terms of memo reporting settlement dated:10.12.2022 filed during the Lok Adalat sitting held on dated:11.02.2023.

The complaint stands disposed off in terms of memo reporting settlement and same is ordered to be treated as part and parcel of the award.

Judicial conciliator



Advocate Conciliator



CMP. No. 1668

11.02.2023

Before the Lok-Adalat

The above case is taken up before the Lok-Adalat. The MEMO REPORTING SETTLEMENT filed by both the parties is hereby accepted. Hence, the matter is settled before the Lok-Adalat as per above memo dated:10.12.2022. The memo filed by the parties shall be part and parcel of award/order.

The execution of the complaint stands disposed off accordingly.



Judicial Conciliator.


Advocate Conciliator.

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CMP-1668

11.02.2023

 As per the request of the complainant and Smt. Geetha C  Authorised signatory of respondent, this complaint is taken-up for amicable settlement in the National Lok Adalat held on 11.02.2023.

The complainant is not present physically. On his request he has appeared before the conciliators through videocall. Smt. Geetha C  Authorised signatory of respondent present in the Lok-Adalat sitting held on 11.02.2023 settled the execution of the dispute relating to the subject matter of the complaint, where the complainant has agreed to withdraw her complaint for execution since she has settled the dispute with the respondent out of the court. We the conciliators have questioned the complainant through a videocall where she has agreed that she has given a memo reporting the settlement in the month of December 2022 and requested the conciliators to record the same by closing the present execution of her complaint. Smt. Geeta representing the developer has consented the settlement arrived between them.

Parties have no any further claim against each other and if there is any dispute pending between them in any court in respect of the above subject matter the same may be closed as the same does not survive for consideration by either of the parties to the said case by filing a memo.

For Buoyant Technology Constellations Pvt. Ltd.


Authorised Signatory



The settlement entered between the parties is voluntary and a legal one. Hence, the settlement is accepted and the dispute between the parties is settled in terms of the **MEMO REPORTING SETTLEMENT** Dated:10.12.2022 filed by the complainant and for which the authorized signatory of the respondent has affixed the signature with her office seal. For consideration of joint memo and award, matter is referred to Lok-Adalat held on 11.02.2023.


Judicial Conciliator.


Advocate Conciliator.

BETWEEN:

Veena Gowda

COMPLAINANT

AND:

**Mantri Technology Constellations Pvt. Ltd.
(Currently known as Buoyant Technology
Constellations Pvt. Ltd.)**

RESPONDENT

MEMO REPORTING SETTLEMENT

- 1) It is submitted that I have filed the above complaint against the Respondent seeking for possession and delay compensation.
- 2) It is submitted that on 02-04-2019 the orders were passed in the above complaint by your Hon'ble Adjudicating Officer.
- 3) Since Mantri Lithos is completed and the apartment booked by me is ready for occupation, and also received Occupancy Certificated from the concerned Authority. Hence I have decided not to pursue the complaint further seeking for delay compensation as per RERA and hereafter no litigation will arise from me in any court/authority with respect to the Unit A-1904 in Mantri Lithos.
- 4) I have mutually discussed with the Respondent developer and after having detailed mutual discussions, have amicably arrived at an out of court settlement and I have no claims whatsoever against the Respondent developer and my claims does not survive for consideration and I have no claims whatsoever against the Respondent developer and the order dated 02-04-2019 passed by Your Hon'ble authority in CMP/181126/0001668 is fully satisfied and there is nothing left to enforce the recovery proceedings in terms of the order dated 02-04-2019.
- 5) In view of the amicable settlement arrived with the Respondent, I have no claims whatsoever against the Respondent and my claims does not survive for consideration and I shall have no claims whatsoever against the Respondent and the orders passed by this Hon'ble Authority in the above complaint does not survive for consideration.

Veena Gowda

WHEREFORE, it is most respectfully prayed that this Hon'ble Authority may be pleased to take the memo on record and dismiss the subject complaint as amicably settled out of court with the Respondent in the interest of Justice and Equity.

Place: Bengaluru
Dated: 10-12-2022

Veena Gowda
(VEENA GOWDA)
Complainant

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**BEFORE ADJUDICATING OFFICER, RERA
BENGALURU, KARNATAKA**

Complaint No. CMP/181126/0001668

Presided by: Sri K.PALAKSHAPPA

Adjudicating Officer

Date: 02nd April 2019

Complainant

:

1. CMP/181126/0001668

Veena Gowda

No. 521, 4th A Main (2nd floor),

Mahalakshmi Puram

Bengaluru Urban-560086

2. Cmp/181207/0001732

Kriti Arora

3133, Prestige Jade Pavilion,

Gear School Road, Bengaluru- 560103

3. Cmp/181201/0001698

Mr. Dattatreya Govindappanavar

No. 203, Shiva Prakruthi Apts

Talacauvery Layout, Amruthahalli

Bengaluru - 560092

4. Cmp/181205/0001718

Lingesh H

No. 8, Purvaja, 17 th main,

M.C Layout, Vijaynagar,

Bengaluru - 560040

[Handwritten signature]
26/4/19

5. Cmp/181226/0001799
Amit Punjabi
84/A, 10th Main, 4th C Block,
Koramangla, Bengaluru- 560034
6. Cmp/181226/0001798
Gurudeep Singh Bains
B-7/1903, Elita Promenade,
JP Nagar, Phase 7, Bengaluru- 560078
7. Cmp/181210/0001739
Sandeep Shashidhar Betkerur
A- 301, No. 153, Kasthuri Dama,
8th Main, 9th cross, Malleshwaram
Bengaluru - 560003
8. Cmp/190108/0001840
Anubhav Kothari
B-63, Ganga Heights, 24th Cross, 18th
Main, 1st stage, 5th block, HBR Layout
Bengaluru - 560043
9. Cmp/ 181201/0001700
Mr. Sunil Kumar S
618, 8th Main, 7th Cross,
HBR Layout, 3rd Block
Bengaluru - 560043.
10. Cmp/181215/0001759
Kanthi Kiran Durga Venkata
Narayanashetty, No. 321,
19th Main road, Vijaynagar, Mysore.

A handwritten signature in blue ink, followed by the date '26/06/19' and a small '4'.

AND

Opponent : Mantri Manyata Lithos,
Mantri Technology Constellations Pvt. Ltd.,
Mantra House, No. 41 Vittal Mallya Road,
Bengaluru Urban – 560001.

JUDGEMENT

1. Smt. Veena Gowda, complainant under complaint no. CMP/181126/0001658 has filed this complaint under Section 31 of RERA Act against the project “Mantri Manyata Lithos” developed by Mantri Technology Constellations Pvt. Ltd., as the complainant is the consumer in the said project. The complaint is as follows:

“1. Complainant entered into an Sale Agreement of undivided share Agreement of Construction dated 12.2.2015 with the Respondent to get the apartment No. G-202 constructed in Mantri Manyatha Lithos (said Apartment). As per clause 6.1 of the Agreement of Construction, the respondent is supposed to construct for the said apartment and handover the possession of the same as per Annexure B1. Annexure B1 to the Agreement of Construction which is a tabular sheet indicates that the date of possession is 31.07.2017. 2. Pursuant to the execution of the aforementioned Agreements the Complainant has been regularly making the payments towards Sale consideration and till date a sum of Rs. 87,33,824/- has been paid to the Respondent. 3. Vide email dated 22.06.2017 the Respondent has informed that

the timeline for completion and handing over the said Apartment is extended to end of December 2018 as against the earlier committed date of July 2018 (wrongly mentioned as July 2018 instead of July 2017). This communication came as surprise to the Complainant as there was no proper explanation given for the delay apart from the vague reason of unforeseen circumstances which are beyond our control. 4. Even before completing the construction work and obtaining the Occupancy Certificate from the concerned authorities, a representative of Respondent by name Ms. Divyashree wrote several emails to the Complainant requesting the Complainant to get the Sale Deed of the said Apartment registered and also demanded the balance sale amount. 5. The Complainant and the Respondent have pre-emi arrangements under which I had paid substantial amount of the Sale consideration and the balance is supposed to be paid at the time of handing over the possession of the said apartment. The Respondent is supposed to give interest by way of pay outs to the Complaint which has also been delayed. 6. From the above documents it is clear that the Respondent has failed to complete the project/apartment as per the commitment given to the Complainant under the Agreement of Construction. Further the Respondent has unilaterally extended the time line to hand over the said Apartment to the Complainant from July 2017 to December 2018 which is contrary to the provisions of RERA Act and Rules. 7. It is also surprising that the Respondent is now demanding additional amount of Rs. 2,000,00/- towards club house membership fee and Rs. 1,000,00 for generator charges which was not at all informed to us at the time of signing the Agreement. All this while we were under the impression that these amounts were already included in the total Sale consideration to be paid by me as per the



Agreement between Complainant and Respondent. A sum of Rs. 20,000/- separately charged for gas connection which is supposed to be included in the construction cost. We are not bound to pay this amount as this is a new tactics which has been adopted by the Respondent to extract more money from the Complainant.

Relief Sought from RERA: Handing over possession, interest, compensation"

2. In pursuance of the notice issued by this Authority, on 14/12/2018, the complainant was present through her Advocate, the respondent was also appeared through his counsel. The respondent filed objection statement and I heard the arguments. The complainant has sought for relief of delay compensation.
3. Therefore the point that arises for my consideration is Whether the complaint filed by the complainant deserves to be allowed or not?.
4. My answer is affirmative for the following

REASONS.

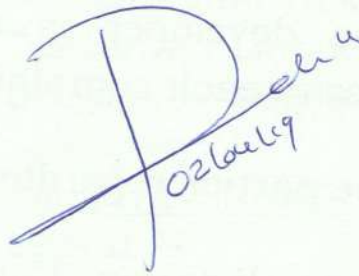
5. The parties have entered into agreement in the year 2014. The complainant has paid sufficient amount to the developer towards purchase of flat. The date of possession was agreed by the developer is June 2017. The Advocate representing the complainant is also representing other complainants has also filed the similar complaint against the same developer. The arguments have been submitted on behalf of all the complainants. In this connection he submit that some of the complainants have paid full consideration but some of the complainants retained last payment which was to be paid only at the time of delivery

D. J. 02/04/19

of possession. This submission has been made by the counsel for the complainants that he wanted to say that there is no delay on the part of complainants.

6. Per contra the counsel for the developer submitted that if the complainants are seeking the delay compensation based upon the Agreement of Sale then they have to take compensation as per the agreement. It means, in the agreement delay compensation has to be paid at the rate of Rs. 3 per sq ft. In other words if the complainants want to take the compensation as per RERA, then they have no case, because the developer has given the completion date as 1/7/2019 in RERA. It means the present complaints are all pre-mature one. This kind of submission has been made on the ground that RERA Act is not retrospective.
7. But I am not going to accept his argument because it is already settled that the date mentioned in the agreement is the date of completion of the project. Therefore, the argument cannot be accepted. The complainant has produced a mail stating that the deadline for completion of project would be December 2018 in place of July 2018, but now in RERA, it is given as July 2019. It further means the delay is accepted. When that being the case the developer shall pay the Delay compensation as per RERA.

8. The learned counsel for the complainants has given citations among them many judgments produced by him are passed by the adjudicating officer. They have been referred by the counsel to say that the date of completion mentioned in the agreement is the date to be considered. There is no quarrel on these aspects. The counsel for the complainant also has referred consumer court decision to say that rate of interest be awarded at the rate of 18 % P.A. but it is not acceptable since RERA Rule 16 prescribes the rate of interest and as such I have discussed in my judgment to that effect. With this observation I proceed to pass following order.


02/04/19

ORDER

The complaints no.

1. CMP/181126/0001668
2. CMP/181207/0001732
3. CMP/181201/0001698
4. CMP/181205/0001718
5. CMP/181226/0001799
6. CMP/181226/0001798
7. CMP/181210/0001739
8. CMP/190108/0001840
9. CMP/181201/0001700
10. CMP/181215/0001759

Are allowed by directing the developer to pay delay compensation at the rate of 10.75% on the total amount paid by each complainant with respect to their respective complaint commencing from July 2018 till the possession is delivered.

Further the developer is directed to pay Rs. 5,000/- as cost to each complainant.

Intimate the parties regarding this order.

(Typed as per dictation Corrected, Verified and pronounced on 02/04/2019)

K.PALAKSHAPPA
Adjudicating Officer