

**BEFORE ADJUDICATING OFFICER, RERA**

**BENGALURU, KARNATAKA**

**Complaint No. CMP/181126/0001671**

**Date: 18<sup>th</sup> FEBRUARY 2019**

**Complainant : V.SRIDHAR,**  
No. 301, Sravanthi Palace Apartments,  
3<sup>rd</sup> cross, CR Layout, NR Rajalakshmi,  
Bengaluru – 560078.

**AND**

**Opponent : Dastagir Shariff**  
Sanchaya Land And Estate Private Limited.,  
Sky view  
479, HMT Layout,  
Near RT nagar Bus Depot, RT Nagara  
Bengaluru - 560032.

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**J U D G E M E N T**

1. V. Sridhar complainant under complaint no. CMP/181126/0001671 has filed this complaint under Section 31 of RERA Act against the project "Sky view" developed by Sanchaya Land and Estate Pvt. Ltd., as the complainant is the consumer in the said project. The complaint is as follows:

*They promised to refund my amount of Rs. 11,16,000 since one year in writing and/or over phone. Serious follow up during the months of August, Sept, Oct, Nov have failed to yield any positive results. On 20th Nov they again took 1 day's time but failed to get back to me. On 22nd Nov when I*

*Devi*  
*18/02/19*



called them, Bhavna from their legal dept said she has spoken to Management Team and it seems Management said, presently they are not in a position to pay my money. I am a heart patient. I have undergone heart surgery when I realised my hard earned money is in the wrong hands.

Relief Sought from RERA : Instruction to Indya Estates to refund full money

2. In pursuance of this notice issued by the authority the complainant was present on 14th of December 2018 but the developer did not appear. Again the case was called on 14th of January and 5th February 2019. Even then also the developer did not appear. Hence, it is held that he is not appearing in spite of the service of summons.
3. The complainant is a customer has paid amount of Rs.11,60,000/- to the developer agreeing to purchase a flat. In this regard the complainant has paid totally a sum of rupees 11,16,000/- on different dates.
4. On 14th of September 2018 the complainant has sent a mail for cancellation of the same which was acknowledged by the developer through mail on 15th September 2018, but the developer has failed to refund the amount. The complainant has produced the mail copy dated 19th of May 2018 where the developer has said that on or before 20th November 2018 he will return the amount. The same was not honoured by the developer and hence the complainant has filed this complaint for refund of the amount. The developer though served failed to appear and failed to answer to the claim of the complainant. Hence there is no any reason to dismiss the complaint.

  
15/02/19



5. As per section 71 of the act the complaint shall be disposed of within 60 days from the date of its filing. This complaint was filed on 26th of November 2018. As per SOP of this office 60 days shall be computed from the date of appearance of the parties. In this case the developer has not at all appeared and hence the question of delay in disposing of this complaint does not arise. Hence, I proceed to pass the following :

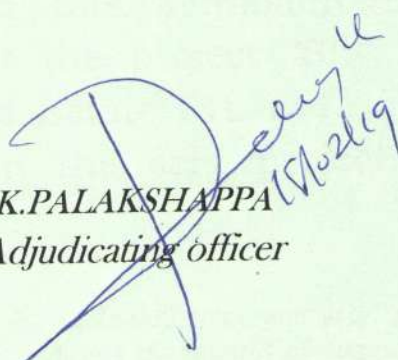
**ORDER**

The complaint in complaint number **CMP/181126/0001671** is allowed by directing the developer to pay Rs. 11,16,000/-with interest @ 10.75% P.A from November 2017 till the realisation of entire amount.

The developer is also directed to pay Rs. 5,000/-as cost of this petition.

Intimate the parties regarding this order.

(This Order is Typed, Verified, Corrected and pronounced on 18/02/2019)

  
**K.PALAKSHAPPA**  
Adjudicating officer