

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

Karnataka Real Estate Regulatory Authority Bangalore

ನಂ:1/14, ನೆಲ ಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ ಬಿಲ್ಡಿಂಗ್, ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್, 3ನೇ ಕ್ರಾಸ್,
ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560027

BEFORE ADJUDICATING OFFICER, RERA

BENGALURU, KARNATAKA

Presided by Sri K PALAKSHAPPA

Adjudicating Officer

Date: 11th FEBRUARY 2020

Complaint No.	CMP/191028/0004572
Complainant	Sumeer Bhatarra 11, 1 st Cross, 8 th Main, Srinidhi Layout, Vidyaranyapura, Bengaluru-560097
Opponent	Nitesh Housing Developers Pvt.Ltd., Nitesh Timesquare, 7 th Floor, No.8, M.G.Road, Bangalore-560001. The following address is mentioned as per the address given by the respondent in his objection statement NHDPL Properties Pvt. Ltd. Office No. 110, level-1, Andrews building, M.G. Road Bengaluru-560001.

"J U D G E M E N T"

1. Sumeer Bhatarra, Complainant filed this complaint bearing complaint no. CMP/191028/0004572 under Section 31 of RERA Act against the project 'Nitesh Melbourne Park' developed by "Nitesh Housing developers Pvt.Ltd.," for the relief of delay compensation.

Delu
11/02/2020

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2. In pursuance of the notice issued by this authority, complainant has appeared in person and respondent also appeared through his representative.
3. I have heard arguments of the complainant and posted for judgment.
4. The points that arise for consideration are:
 - a. Whether the complainant is entitled for the relief as prayed in the complaint?
 - b. If so, what is the order?
5. My answer to the above point is in the affirmative for the following

REASONS

6. This complaint has been filed by the complainant against the developer for refund of the amount of Rs.3,00,000/-. The complainant had paid said amount on 27/07/2014. The respondent has filed objection statement and also produced the booking form. It is the case of the developer that the complainant has paid only token amount and failed to pay 20% of the total consideration within 20 days. He has submitted that as per terms of the booking form the respondent is entitled to deduct 10% of the amount with GST. Therefore, he prays for dismissal of this complaint.
7. I would say that the complainant has prayed for refund of the amount based upon the letter correspondence between the complainant and the developer. The complainant has said in his complaint as under:

Rev. 11/02/2014

I had paid an amount of Rs 3,00,000 on 30 July 2014 for the flat I 0302 measuring 1404.49 sqft. No approvals were received until late 2015. As no progress was seen in this project for more than a year, I requested for cancellation and asked them to pay me the full amount back. A letter requesting for payment of 20% of booking amount (Rs 14,25,554) was sent on 25 Feb 2016 to pay by 03 March 2016. Meanwhile Nitesh cancelled the project and were ready to pay the money back to the buyers. They sent me a letter on 03 May 2019 indicating that they were giving me a PDC dated 31 Aug 2019 towards booking of my apartment in Nitesh British Columbia!! Finally got a letter on 14 Oct 2019 that they will be refunding the amount by 31 Oct 2019. Still no mention of any interest which they have earned on our hard earned money for the last 5 years.

8. In view of the same, stand taken by the developer has no force at all. However, I would say that complainant has paid the amount in the year 2014, but till today his amount has not been returned without any good reasons. The developer also failed to refund the amount immediately when the complainant has made requests for cancel the same. In view of the same, I would say that the complainant is entitled for amount with interest as applicable.
9. At this stage I would like to say that complainant has paid the amount in the year 2014. We are now in the year 2020. But the developer is not able to complete the project. He has made use of the money paid by the complainant. The complainant who has paid the amount is not having either the flat or his money. Therefore he shall be compensated. The developer has failed to give proper explanation for the non completion of the project. However he said that Rs. 50,000/- to be deducted towards administrative charges which may be considered. Hence the complaint is allowed in part.

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10. 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. The said 60 days to be computed from the date of appearance of the parties. This complaint was filed on 28/10/2019. In this case the parties were present on 04/12/2019. After hearing arguments of the parties, the matter came up for judgment and as such there is some delay in closing this complaint. With this observation, I proceed to pass the following.

ORDER

- a. The Complaint filed by the complainant bearing No. CMP/191028/0004572 is hereby allowed by directing the developer to return Rs. 2,50,000/- to the complainant.
- b. The developer is hereby directed to pay delay compensation in the form of interest @ 9% on the said sum from August 2014 till 30/04/2017 and @ 2% above MCLR of SBI commencing from 01/05/2017 till the entire amount is realised.
- c. The developer shall also pay Rs.5,000/- as cost of the petition.

Intimate the parties regarding the order.

(Typed as per dictated, corrected, verified and pronounced on 11/02/2020).

(K.Palakshappa)
Adjudicating Officer



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No: 4572

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Mr. Sumeer Bhatara

Nitesh Melbourn Park

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಅದೇಶಗಳು

CMP- 4572

09.06.2023

As per the request of the complainant and Sri. Harish Kumar MD Authorized Signatory of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat to be held on 08.07.2023.

The complainant Mr. Sumeer Bhatara and Sri. Harish Kumar M.D Authorized Signatory of the respondent present, in the pre-Lok-Adalat sitting held on 09.06.2023, the dispute between the parties with regard to the execution proceedings has been settled between the parties. The settlement entered between the parties is voluntary and legal one and as per which the complainant & the respondent have no further claim against each other whatsoever in connection with execution proceedings in the above case. Therefore in view of aforesaid settlement entered in the pre-Lok Adalat in terms of the joint memo dated:09.06.2023, signed by the parties, the execution proceedings in connection with above case are closed. The amount of Rs. 4,81,151/-(Rupees Four Lakhs Eighty One Thousand One Hundred and Fifty One Only) deposited in F.D in the name of the complainant is ordered to be released in-favor of the complainant Sumeer Bhatara with accrued interest, if any, under proper identification. The RRC if any issued against the respondent is hereby recalled and office is directed to issue intimation accordingly to the concerned DC. The matter referred to conciliators to pass award.

Judicial Conciliator.

Advocate Conciliator.

For NHDPL South Private Limited
NHDPL South Private Limited
Authorized Signatory

Sumeer Bhatara
(SUMEER BHATARA)

Before the Hon'ble Adjudicatory Officer
K-RERA, AT Bengaluru

CMP/191028/0004572

Between

Sumeer Bhatara

... Complainant

And

NHDPL South Pvt Ltd

... Respondent

Joint Memo

The complainant had filed the above mentioned complaint which came to be allowed on 11th February 2020.

Judge
9/6/23

In compliance of the above mentioned order the respondent had deposited sum of Rs. 41,81,151/- before the RERA Authority along with the compliance memo.

Both parties to the proceedings have discussed among themselves to resolve the issue involved in the subject and have come forward to settle their disputes.

Accordingly, the dispute between the parties is settled amicably.

Sumeer - SUMEER BHATARA

For NHDPL South Private Limited

Moffanishkumar

Authorised Signatory

The Respondent doesn't have any objections to release the amount in deposit in favour of the complainant.

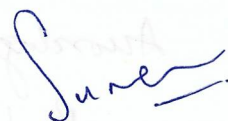
The complainant has agreed to receive amount in deposit as full & final settlement towards the execution claim involved in the subject complaint.

Both parties to the execution proceedings in the above case have no claims against each other whatsoever.

Hence both the parties request this Hon'ble Authority to dispose of the execution claim pending in the above case as fully & finally settled & to release the RCE issued against the Respondent if any from the concerned DC in the interest of justice.

Bangalore

9/06/2023



SUMEER BHATARA

For NHDFL South Private Limited

Authorised Signatory