ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

Karnataka Real Estate Regulatory A) ithority Bangalore ನಂ:1/14, ನೆಲ ಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ ಬಿಲ್ಲಿಂಗ್, ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್, 3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-೨6002 '

BEFORE ADJUDICATING OFFICER, RERA BENGALURU, KARNATAKA Presided by SRI K.PALAKSHAPPPA

Adjuncating Officer DATE: 30th MAY 2020

Compleint No.	CMP/191207/0004920
Complainant	Priya Sharma
	141, 11 th Cross, 21 st main
	Road, HSR Layout, Sector
	1
	Bengaluru – 560102.
	In Person
Respondent	Blue Waters
	SJR Prime Crop Sarjapur
	Main Rd, Bellandur,
	Bengaluru-560102.
	Absent.

JUDGMENT

- 1. The above complainant has filed his complaint under Section 31 of RERA Act against the project "BLUE WATERS" developed by SJR PRIME CORPORATION PVT. LTD., I would like to say that the complainant has sought for refund of her amount paid towards purchase of FLAT No.1001 from the developer.
- 2. In pursuance of the summons issued by this authority the complainant has appeared in person where as the developer remained absent.
- 3. I have heard the arguments of the complainant and posted the matter for judgment on merits.
- 4. The points that arise for my consideration are:

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ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ ಬೆಂಗಳೂರು

Karnataka Real Estate Regulatory Authority Bangalore ನಂ:1/14, ನೆಲ ಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ 'ನಿಲ್ಟಿಂಗ್, ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್, 3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು->00027

- a) Whether the compainant proves that she is entitled for refund of her amount?
- b) If so, what is the or ler?
- 5. My answer is affuriative in part for the following

REASONS

- 6. I would like to say that the Complainant has entered into the agreement of sale with the developer where he has agreed to complete the project on or before July 2017 including the grace period.
 - The complainant has filed the complaint seeking the relief of refund of her amount. It is the case of the complainant that the developer is liable to refund the same since he failed to complete the project. She is waiting for the same since July 2017 but till today the developer has not completed the project as per the agreement. There is a limit to wait for completion of the project. It is observed by the Hon.ble Apex Court to the effect that the developer shall not make the consumer to wait indefinitely and there shall be some limit. It is also observed that if the developer receives the Occupancy Certificate after 3 years from the date of completion as agreed in the agreement then also the complainant can demand for refund of the amount. Here the complainant demanding for refund of the amount since the developer has failed to complete the project within the due date. Since Jul7 2017 she is waiting for the same and now it is nearing 3 years. These allegations and arguments have not been denied by the other side and I have to accept the same. Therefore I hold that the complainant is entitled for the relief.

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ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ರಿಂಗಳೂರು

Karnataka Real Estate Regulatory F uthority Bangalore ನಂ:1/14, ನೆಲ ಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟ ಬಿಲ್ಲಿಂಗೆ ್ಲಿಎಸ್.ಐ.ಕಾಂಪೌಂಡ್. 3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು 560,27

8. As per Section 71(2) of the Act the complaints shall be disposed of within 60 days from the date of filing. However the complaint was filed on 07/12/2019 and the complainant was present on 20/01/2020. The developer has not at all appeared. In the meanwhile on account of natural calamity COVID-19 the whole nation was put under lock down completely from 24/03/2020 till 17/05/2010 and as such this judgment could not be passed and as such it is with some delay. With this observation, I proceed to pass the following.

ORDER

- a. The complaints filed in CMP/191207/0004920 is hereby allowed.
- b. The developer is hereby directed to refund Rs. 12,02,743/-to the complainant.
- c. The developer is directed to pay simple interest @ 9% P.A. on the respective amount paid on the respective date till 30/04/2017 and @ 2% above the MCLR of SBI on the said sum commencing from 01/05/2017 till the realisation.
- d. The developer is directed to discharge the bank loan with interest, EMI if paid by the complainant on behalf of the developer, EMI if due and any other statutory charges.
- e. The developer is also directed to pay Rs. 5,000/-as cost to each case.
- f. The complainant shall execute the cancellation of agreement of sale after realisation of entire amount.
- b. Intimate the parties regarding the Order.

(Typed as per Dictated, Verified, Corrected and Pronounced on 30th May 2020).

(K.PĀLAKSHARPA) Adjudicating Officer MOLE COBY