

**BEFORE THE
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,
CHENNAI**

**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,
CCP No. 127 of 2019**

T. Pankaja Complainant

Vs.

M/s. Vasavi Meppur Constructions Private Ltd.,
Rep. by its Director Shri Krishnaprasad Badrinath Pasumarthy,
(PROJECT NOT REGISTERED) Respondent

Complainant : Represented by Mr. T. Raghavan, Advocate

Respondent : Remained absent

Heard on : 19.09.2019

Delivered on : 04.10.2019

ORDER


The above complainant filed the complaint claiming the refund of the amounts paid to the respondent towards the purchase and construction of the flat booked with the respondent together with interest, compensation and costs under section 31 read with Section 71 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as RERA Act).

2. Averments of the complaint in brief as follows:

(a) On 22.09.2013, the complainant booked a flat with the respondent in their project at "VASAVI INGAI" and paid advance amount and further amounts towards part payment and in total Rs.9,85,226/-. No agreement for sale and construction was entered between the complainant and respondent. However, the respondent promised to start the project soon. But the project has not been started and the money paid was also not returned. Hence the complaint.

(b) In spite of service of notice, the respondent remained absent.

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3. In evidence to prove his claim, the complainant filed the proof affidavit with documents.

4. On the basis of the contentions of the complainant, the following points arise for determination.


- i. Whether the complainant is entitled to refund of the amount paid to the respondent with interest, compensation on the ground of failure on the part of the respondent to make any construction of the flats in the project in pursuant to the promise made by them?
- ii. Whether the complainant is entitled for all the reliefs as prayed for?

5. **Answer for Point No: (i)**

(a) The learned counsel for complainant submitted that the complainant booked flat and paid amounts to the respondent and the respondent also proposed to start and complete the project within two years from the commencement of the project and the project was not at all commenced and therefore the complainant is entitled for refund of the amount with interest, compensation and cost.

(b) As per Ex.A-3 series of receipts, the complainant paid to the respondent a sum of Rs.9,85,226/- towards the purchase of the flat. In Ex.A4 letter, the respondent admitted the reasons, which are beyond their control for delay in the project. In Ex.A5 letter, the respondent has come out with a proposal to convert the project into villas. By Ex.A6, the complainant sought to cancel the booking and requested for refund of the amount. The documents and the proof affidavit of the complainant prove that there was

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no progress of the project as promised by the respondent. Therefore, it is held that the complainant is entitled for return of the amount with interest, compensation and cost. Thus, the point is answered accordingly.

6. Answer for Point No: (ii)

a) In view of the answer for Point No.(i), the complainant is entitled for refund of the amount paid i.e., a sum of Rs. 9,85,226/- with interest, compensation and cost. As per Rule 18 of TNRERA Rules, rate of interest shall be at the highest marginal cost of lending rate of SBI plus 2%. Hence, the complainants are entitled for the interest at the rate of 8.15% per annum which is currently the highest marginal cost of lending rate of interest of SBI plus 2% per annum i.e., 10.15% per annum for the amounts paid from the date of respective payment till repayment by the respondent.

b) The complainant is entitled for compensation of Rs.1,00,000/- towards mental agony and inconvenience to her and a sum of Rs.20,000/- towards litigation expenses. The complainant is entitled for reliefs as detailed above.

Thus, the point is answered accordingly.

In the result, the respondent is directed as follows:-

The respondent shall pay the amounts at the interest rate, compensation and litigation cost as per the findings in answer for Point No.(ii), Para No.6 of this order within 30 days of issue of this order.

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Sd/- 04.10.2019
G. SARAVANAN
ADJUDICATING OFFICER
TNRERA, CHENNAI

N. Prabhakar
**ADMINISTRATIVE OFFICER
TN REAL ESTATE REGULATORY AUTHORITY**

Sd/-
04/10/2019