

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

**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,  
CCP No. 235 of 2019**

V.Natarajan

.....Complainant

**Vs**

Canara Bank Officers Union  
Rep. by its President M.A. Srinivasan  
**(Regn No.TN/11/Building/0245/2018)**

.....Respondent

Complainant : Rep.by.Mr. S.Sivaraman,Advocate.  
Respondent : Remained absent

Heard on : 06.11.2020

Delivered on : 30.11.2020

**ORDER**

The above complaint by the complainant claiming compensation for the delay in handing over of the flat booked by him with the respondent is filed u/s 31 read with Section 71 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as RERA Act).

**2. Averments of the complainant, in brief, as follows:**

(a) On 01.10.2012, the complainant booked a flat with the respondent in their project, namely, "**GRAND HILLS APARTMENTS/CBOU ENCLAVE**", Madukkarai Village, Coimbatore District and paid advance amount and further amounts.

(b) On 01.08.2013, the complainant entered into an agreement for construction with the respondent. Under the agreement, the respondent undertook to complete the construction and hand over the flat in May 2014. The total cost of the flat was Rs.29,46,602/-.The complainant paid the entire amount to the respondent. The respondent also executed sale deed for UDS land in favour of the complainant on 22.11.2013.

(c) The respondent delayed the completion of the project and failed to deliver the flat till date. As per the provisions of the RERA Act, the

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complainant is entitled for compensation for the delay at the rate of 18% p.a on the amount of Rs.29,46,602/-paid to the respondent.

3. In spite of service of notice, the respondent remained absent.

4. The complainant filed his evidence with documents.

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

i. Whether the complainant is entitled for compensation at the rate of 18% p.a on the amount of Rs.29,46,602/-paid to the respondent on the ground of failure on the part of the respondent to complete the construction and to give possession of the flat booked by him in accordance with the terms and conditions of the agreement?

ii. What are the reliefs the complainant is entitled to?

6. **Answer for Point No. (i)**

(a) The learned counsel for the complainant submitted that the complainant booked the flat in the project of the respondent in the year 2012, and also paid the entire amount of sale consideration and the respondent undertook to complete the construction and to hand over the flat in May 2104, and executed sale deed for UDS land on 22.11.2013 and the respondent was demanding additional payment towards the EB connection and environmental charges without completing the construction work and till date construction was not completed and the complainant is entitled for compensation.

(b) Under the clause 15 of the Ex.A3, construction agreement dated 01.08.2013, the respondent undertook to complete the construction and to hand over the apartment within 24 months from the date of the

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agreement. The due date for handing over possession was over by July 2015.

(c) In his proof affidavit, the complainant stated that the respondent neither completed the construction and nor handed over the possession of the apartment to him and was only requesting for payment in addition to the payment already made and the respondent has breached the agreement. Through his evidence and documents the complainant proved that the respondent failed to complete the construction and to hand over the apartment as per the terms and conditions of the agreement entered between them.

(d) In the said circumstances, it is held that the complainant is entitled for compensation for the delay in completion and handing over of the flat by the respondent. Thus, the point is answered accordingly.

7. **Answer for Point No. (ii)**

(a) In view of the answer for Point No.(i), the complainant is entitled for compensation for the delay in completion and handing over the flat. Even though under clause 12 any delay in payment amounts due to the respondent attracts interest at the rate of 18% p.a from the date of default till the actual date of payment, there is no provision in the agreement for compensation at the same rate to be given by the respondent to the complainant in case of delay in completing construction and handing over the flat. Therefore the claim of compensation at the rate of 18% p.a on the sale consideration paid to the respondent by the complainant is not sustainable.

(b) In similar matters in CCP.Nos.111 and 112 of 2019 where the allottees of the same project were granted compensation at Rs.7,20,000/-.

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Considering that the respondent is a union of the officers of the bank and promoted the project for the welfare of the member officers, the same rate of compensation at Rs.7,20,000/- is fixed as compensation to the complainant. Apart from the above , the complainant is entitled for litigation expenses of Rs.20,000/- from the respondent.

(c) The complainants is entitled for reliefs as detailed above. Thus, the point is answered accordingly.

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

- (1) The respondent shall pay the complainant the amount of compensation and cost as per the findings in Answer for Point No.(ii), Para 7 of this order within 30 days from the date of issue of this order.
- (2) If the compensation is not paid within 30 days of the date of issue of this order, the amount will carry interest @ 9% per annum from the date of the order till the payment of the amount to the complainant by the respondent.

**G. SARAVANAN  
ADJUDICATING OFFICER**

**List of witnesses**

CW-1 --- V.Natarajan

**List of documents filed by the Complainant**

| <b>Ex.No</b> | <b>Date</b> | <b>Documents Name</b>  |
|--------------|-------------|------------------------|
| Ex.A1        | 01.10.2012  | Allotment letter       |
| Ex.A2        | 22.11.2013  | Sale deed              |
| Ex.A3        | 01.08.2013  | Construction agreement |
| Ex.A4        | -----       | List of payment        |
| Ex.A5        | 24.11.2016  | Demand letter          |

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|        |            |                 |
|--------|------------|-----------------|
| Ex.A6  | -----      | Payment Receipt |
| Ex.A7  | 25.01.2017 | Letter          |
| Ex.A8  | 03.02.2017 | Letter          |
| Ex.A9  | 27.03.2017 | Letter          |
| Ex.A10 | 22.05.2017 | Letter          |
| Ex.A11 | 08.09.2017 | Letter          |

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G. SARAVANAN  
ADJUDICATING OFFICER  
TNRERA, CHENNAI

  
25/11/2020  
LAW OFFICER  
TN REAL ESTATE REGULATORY AUTHORITY