

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

**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,
CCP No. 121 of 2020**

1. A. Balaraman,
2. R. Mahalakshmi

..... COMPLAINANTS

Vs.

M/s. Real Value Promoters Private Limited
Rep. by its MD, Jayasathya Suresh
(Regn. No.TN/01/Building/315/2018) and
(Regn. No.TN/01/Building/316/2018)

..... RESPONDENT

Complainants : Ms. S. Suba Shiny, Advocate.
Respondent : Remained absent.

Heard on : 12.02.2021
Delivered on: 25.02.2021

ORDER

The above complaint by the complainants claiming refund of the amounts paid to the respondent towards the purchase and construction of flat booked with the respondent is filed 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 complainants, in brief, as follows:

(a) The complainants booked a flat with the respondent in their project, namely, "PADMASRI (PADMALAYA)", at Pudupakkam Village, Thiruporur Taluk, Kancheepuram District.

(b) The respondent allotted flat no.1A, at the first floor of 'G' Block, for a sale consideration of Rs.45,00,000/-. The complainants paid a sum of Rs.1,00,000/-

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by cheque dated 11.05.2014 to the respondent towards booking advance . On 15.05.2014, the respondent issued allotment letter.

(c) Subsequently, at the request of the respondent, the complainants paid further sum of Rs.1,00,000/- by cheque dated 12.06.2014. Thereafter, there was no response from the respondent for execution of sale agreement. In spite of repeated requests by the complainants, till date, agreements for sale and construction have not been executed.

(d) Due to inordinate delay and irresponsible behavior of the respondent, the complainants decided to cancel the booking and sent a letter dated 17.03.2018 cancelling the allotment of flat. The respondent promised to refund the entire amount. But till date the respondent has not refunded the money. Hence, the complainants are entitled for refund of the amounts paid to the respondent together with interest.

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

4. In evidence to prove their claim, the complainants filed proof affidavit with documents.

5. On the basis of the contentions of the complainants, the following points arise for determination:-

i. Whether the complainants are entitled for refund of the amount paid to the respondent towards purchase of the flat with interest?

ii. What are the reliefs, the complainants are entitled for?


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

(a) The learned counsel for the complainants submitted that the complainants approached the respondent for purchase of a flat in their project and booked a flat and paid a sum of Rs.2,00,000/- towards initial payments and the respondent also allotted a flat, but no further steps were taken by the respondent for the execution of agreements and failed to respond to the request made by the complainants and the complainants are entitled for the reliefs.

(b) As per the Ex.A1, the payment receipts dated 12.05.2014 and 11.06.2014 issued by the respondent, the complainants have paid in total Rs.2,00,000/- to the respondent towards booking advance. Ex.A2, the allotment letter dated 15.05.2014 by which the respondent allotted a flat in the project. Ex.A6, the letter of the complainants requesting the respondent to refund the amount paid to them due to the delay. Ex.A7, is the e-mail communication dated 09.11.2019 to the respondent by the complainants seeking the refund of the amount.

(c) Through their proof affidavit and documents, the complainants proved that they have paid booking advance of Rs.2,00,000/- to the respondent and there was inordinate delay in the progress of the project and the complainants sought refund of the amount on cancellation of their booking of the flat. Hence, the complainants are entitled for the reliefs. Thus, the point is answered accordingly.

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

(a) By Ex.A1, the payment receipts, the respondent has acknowledged receipts of Rs.2,00,000/-. Therefore, the complainants are entitled for refund of the amount of Rs.2,00,000/- from the respondent with interest.

(b) As per Rule 18 of the TNRERA Rules, the rate of interest payable by the promoter to the allottees is to be State Bank of India's highest marginal cost of lending rate plus 2% per annum. The present rate of highest marginal cost of lending rate of interest of SBI is 8.05% p.a. The complainants are entitled for interest on the amount of Rs. Rs.2,00,000/- at the rate of 10.05% per annum (8.05% +2%) from the date of respective payments till repayment by the respondent.

(c) Considering the circumstances of the case, a sum of Rs.20,000/- is fixed towards litigation expenses. The complainants are entitled for the relief as detailed above. Thus, the point is answered accordingly.

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

- 1) The respondent shall refund of the amount with interest and cost as per the findings in the answer for Point No.(ii), Para 7 of this order within 30 days from the date of issue of this order.
- 2) The charge of the aforesaid amount as encumbrance shall be on the flat booked by the complainants till the repayment of the claim as per this order. The office of this Forum is directed to intimate the encumbrance created by charge in the order to the Sub-Registrar concerned.

G. SARAVANAN
ADJUDICATING OFFICER

LIST OF WITNESSES

CW-1 --- A. Balaraman

LIST OF DOCUMENTS FILED BY THE COMPLAINANTS

Ex.Nos	Date	Document
Ex.A1	-----	Payment receipts
Ex.A2	15.05.2014	Allotment letter
Ex.A3	-----	Bank statement
Ex.A4	-----	Photos
Ex.A5	12.07.2016	Letter from the respondent
Ex.A6	17.03.2018	Cancellation letter by the complainants
Ex.A7	09.11.2019	Email communication

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25.2.2021
LAW OFFICER
TN REAL ESTATE REGULATORY AUTHORITY

G. SARAVANAN
ADJUDICATING OFFICER
TNRERA, CHENNAI