

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

**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,  
CCP No. 55 of 2020**

M. Dhandapani

..... COMPLAINANT

**Vs.**

M/s. Metroline Promoters Private Ltd  
Rep. by its authorized signatory, P.K. Sunil  
**(Project not registered)**

..... RESPONDENT

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

Heard on : 16.03.2021

Delivered on : 25.03.2021


**ORDER**

The complaint claiming the refund of the amounts paid by the above complainant to the respondent towards the purchase of constructed commercial unit with interest and compensation are filed *u/s 31 read with Section 71 of the Real Estate (Regulatory and Development) Act, 2016* (hereinafter referred to as RERA Act).

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

- (a) The complainant made application for allotment of commercial unit which is a shop in a commercial complex, namely, "**GOLD SOUK GRANDE**" at GST Road, Vandalur, Chegalpet Taluk promoted by the respondent and paid the amounts.
- (b) The complainant was allotted the shop no.FF-149 for a total sale consideration of Rs.48,16,120/- and the entire amount was paid by the complainant and the respondent undertook to deliver the constructed shop to the complainant on or before 30.06.2013 inclusive of grace period.
- (c) Subsequently, on 16.12.2015, the respondent executed sale deed in favor of the complainant vide Doc.No.15329 of 2015, and the complainant spent a sum

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of Rs.5,30,323/- as stamp duty and registration charges for the above sale deed and in total the complainant paid a sum of Rs.53,51,443/-. The respondent agreed to pay Rs.1,00,440/- till the date of offer of possession of the unit. However, the respondent paid the amount as promised only for two months.

(d) In spite of payment of the entire money and the possession of the shop was not handed over. There was no progress thereafter. Whenever, the complainant approached the respondent, the respondent gave evasive reply and not bothered to take any steps to pay the rent or the return of the amount.

(e) As on date of the commencement of the Act, the project was not given completion certificate and still it is an ongoing project. As per the provisions of the RERA Act, the respondent is liable to return the amount with interest and compensation to the complainant and hence, the complainant withdraws from the project and seeks full refund of entire amount with interest and compensation.

3. On receipt of the notice of hearing, the respondent remained absent.
4. On his side, the complainant filed his evidence on affidavit 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 refund of the amounts paid to the respondent towards purchase of the constructed shops with interest and compensation on the ground of failure on the part of the respondent to give possession of completed shop booked by them in accordance with the date and terms of agreements?
  - ii. Whether the complainant is entitled for all the reliefs as prayed for?

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

(a) The learned counsel for the complainant submitted that the respondent launched the project namely "GOLD SOUK GRANDE" which is a commercial complex and invited applications for allotment of units and the complainant submitted application forms for allotment of unit in pursuance of which the respondent also executed sale deed of the unit on payment of entire amount and subsequently there was no progress and the possession of the unit was not handed over and therefore, the complainant is entitled for the reliefs prayed by him.

(b) The complainant was examined as CW1. The complainant stated that he made the application on 10.01.2011 which is marked as Ex.A1, the application for allotment and the respondent executed the sale deed for the shop on payment of the total sale consideration of Rs.48,16,120/-. As per the Ex.A1, the application form and allotment, the date of promised delivery was on 31.12.2012. It is the evidence of the complainant that the respondent paid rents for two months and subsequently, since there was no progress, the complainant was put to hardship.

(c) The evidence of the complainant proved that they paid the amounts to the respondent towards purchase of the constructed commercial units and the respondent has not completed the construction and failed to hand over the possession of the completed unit to them.

(d) *Section 18 of the RERA Act* gives an option to allottee to withdraw from the project and demand the amount paid by him with interest including compensation, if a promoter is unable to give possession of the shops on the dates specified in the agreement.

(e) In the above circumstances, it is held that the complainant is entitled for the refund of the amount paid by him to respondent towards the purchase of

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shop with interest and compensation on the ground to failure on the part of the respondent to complete and hand over the constructed unit to the complainant. 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 refund of the amount paid to the respondent with interest and compensation. The complainant paid Rs.48,16,120/- to the respondent as per the Ex.A3, memorandum of understanding. Therefore, the complainant is entitled for refund of the amount of Rs.48,16,120/- with interest and compensation from the respondent.

(b) As per Rule 18 of TNRERA Rules, rate of interest payable shall be at the highest marginal cost of lending rate of SBI plus 2%. Hence, the complainant is entitled for the interest at the rate of 8.05% per annum which is currently the highest marginal cost of lending rate of interest of SBI plus 2% per annum i.e., 10.05% per annum for the amount paid from the dates of respective payment till repayment by the respondent.

(c) Considering the facts and circumstances of the case, compensation of a sum of Rs.2,00,000/- is fixed as towards mental agony, hardship and inconvenience caused to complainant. The complainant is also entitled for a sum of Rs.5,30,323/- incurred towards registration of the sale deed from the respondent. Towards litigation expenses a sum of Rs.20,000/- is fixed. As discussed and found above, the complainant is entitled for the reliefs. Thus, the point is answered accordingly.

**In the result, the respondent is directed as follows;-**

- (1) The respondent shall pay the complainant the amount at the interest rate, compensation and litigation 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 shall be on the units booked by the complainants till repayment.
- (3) On payment of the claim as per the order, the complainant shall execute the cancellation of the sale deed, at the expense of the respondent.

**G. SARAVANAN  
ADJUDICATING OFFICER**

**C.C.P.No. 55/2020**

**List of witness**

CW-1 --- M. Dhandapani

**List of documents filed by the complainant**

<b>Ex.Nos</b>	<b>Date</b>	<b>Documents Name</b>
Ex.A1	-----	Application for allotment
Ex.A2	10.01.2011	Communication for rent
Ex.A3	01.11.2011	Cheque issued by the respondent
Ex.A4	18.01.2012	Form-16 A filed by complainant
Ex.A5	16.04.2012	Demand notice
Ex.A6	16.12.2015	Sale deed

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LAW OFFICER  
25.3.2021  
TN REAL ESTATE REGULATORY AUTHORITY

**G. SARAVANAN  
ADJUDICATING OFFICER  
TNRERA, CHENNAI**