

**BEFORE THE
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,
CHENNAI**
**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,
CCP No. 96 of 2020**

V.Vijayakumar

..... Complainant

Vs

M/s. Dream Homes Property Developers Pvt.Ltd.
Rep. by its MD, B. Sasthri Babu

.....Respondent

Complainant : Party in person
Respondent : Remained absent

Heard on : 22.01.2021

Delivered on : 12.02.2021

ORDER


The above complaint by the complainant for refund of the entire amounts paid by him to the respondent towards purchase of plot with interest and compensation 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) The respondent is the promoter of layout project with 215 plots in the name "Sri Sai Township" at Nayakkankuppam, Walajabad Taluk, Kanchipuram District. The respondent offered to sell a plot. The complainant agreed to purchase of plot No.72 and paid entire sale consideration on 09.07.2016. The project has to be registered as an ongoing project as per section 3 of the RERA Act with TNRERA. Therefore this Forum has jurisdiction for the matter.

(b) The complainant has paid Rs.1,93,415/-towards sale consideration and a sum of Rs.18,450/- towards stamp duty and legal expenses for registration

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of the sale deed. There was delay in registration of sale deed. Hence, the complainant requested for refund of the amount paid to the respondent. The respondent failed to refund the amount even after the direction from the Hon'ble High court regarding the unapproved layouts and plots in Tamil Nadu. Subsequently, the respondent has sent a letter on 23.01.2017 along with surety bond dated 21.01.2017, assuring to return of the amount on or before 07.12.2017, but the complainant failed to return the amount. Hence the complaint.

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

4. In evidence to prove his claim, the complainant filed proof 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 amount paid to the respondent towards purchase of plot with interest, compensation on the ground of failure on the part of the respondent to execute the sale deed as agreed by the respondent?
- ii. Whether the complainant is entitled for all the reliefs as prayed for?

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

(a) The complainants submitted that the respondent is the promoter of the project with the layout for 215 plots in the name "Sri Sai Township" at Nayakkankuppam, Walajabad taluk, Kanchipuram District and they offered house plots for sale in the year 2016 and he agreed to purchase of one plot

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in Plot No.72 and paid entire sale consideration of Rs. 1,93,415/- on 09.07.2016 and also paid a sum of Rs. 18,450/- by cash towards stamp duty and legal expenses for the registration of the sale deed and there was delay of registration of sale deed and respondent expressed their inability to execute sale deed due to the case pending before the Hon'ble High Court and the respondent insisted for additional amount which was not agreeable to the complainant and therefore sought for the refund of the amount, but the respondent failed to return the amount and the complainant was put to hardship and therefore he is entitled for the reliefs sought by him.

(b) The complainant filed proof affidavit and examined himself as cw1. In support of his evidence, the complainant also filed and marked documents. Ex.A1 is the series of receipts issued by the respondent for the amounts paid by the complainant. Ex.A1, the series of receipts proves that the complainant paid a sum of Rs. 1,93,415/- to the respondent towards the sale consideration of the plot. Ex.A2 are the series of letters from the respondent in which the respondent assured to execute sale deed and also to pay interest for the amount paid by the complainant for the delay in execution of the sale deed and also intimating the complainant that the amount will be settled on 07.12.2017 with loan bond in favour of the complainant for the amount of Rs.1,93,415/-.

(c) Ex.A3 is the legal notice issued by the respondent dated 11.01.2020 asking for additional amount for execution of sale deed from the complainant. Ex.A4 is the reply of the complainant seeking refund of the amount.

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(d) In view of the facts and circumstances proved by the complainant by his evidence and documents, it is held that the complainant is entitled for the reliefs on the ground of failure on the part of the respondent to execute the sale deed on receipt of the sale consideration. 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 Rs.1,93,415 from the respondent . The complainant also claimed Rs.18,450 as amount given to the respondent towards stamp duty and legal expense. In Ex.A.3, the legal notice, the respondent has not disputed the claim. Hence, the complainant is entitled for the claim of Rs.18,450/-.

(b). 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 8.05% 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 amounts paid from the date of respective payment till repayment by the respondent.

(c) Considering the facts and circumstances of the case, a sum of Rs.25,000/- towards compensation for mental agony, loss and hardship caused to the complainants and Rs.10,000/- towards litigation expenses is fixed. The complainant is entitled for the reliefs as detailed above. Thus, the point is answered accordingly.

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In the result, the respondent is directed as follows:

1. The respondent shall pay the amounts at the interest rate, compensation and cost as per the findings in answer for Point No.(ii), Para No.7 of this order within 30 days of issue of this order.
2. The charge of the aforesaid amount as encumbrance shall be on the plot booked by the complainant till 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 --- V.Vijayakumar

List of documents filed by the Complainant

Ex.Nos	Date	Documents Name
Ex.A1	----	Payment receipts
Ex.A2	15.09.2016	Letters of the respondent
Ex.A3	11.01.2020	Legal notice from the respondent
Ex.A4	23.01.2020	Reply of the complainant

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

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12.2.2021
LAW OFFICER
TN REAL ESTATE REGULATORY AUTHORITY