

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

**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,
CCP No. 110 of 2021**

Parameswaran Balachandran Complainant

Vs

M/s. Serene Senior Living Private Ltd.
Rep. by its MD, Gireesh Kumar Bhandari
(Regn No.TN/01/Building/0077/2019) Respondent

Complainant : Rep.by Ms R.Chitra, Advocate.
Respondent : Remained absent

Heard on : 14.12.2021
Delivered on : 04.01.2022

ORDER

The complaint by the above complainant claiming compensation for the delay in handing over of the flat booked by him with the respondent 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 complainant, in brief, as follows:**

(a) On 26.08.2013, the complainant booked an apartment with the respondent in their project namely "Serene Rose" at Kadampadi, Sulur, Coimbatore and paid booking advance amount and further amounts. The total sale consideration of the flat is Rs.44,80,000/-. The UDS of land was registered on 28.02.2018, in favor of the complainant.

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(b) On 20.02.2018, construction agreement was registered between the complainant and the respondent. The respondent undertook to handover possession of the flat by 31.03.2016 with a grace period of 3 months.

(c) The respondent completed the construction and delivered the flat to the complainant during the second week of January 2018, after an inordinate delay of 23 months from March 2016. The residents' welfare association of the flats filed a case before the TNRERA Authority in C.No.417 of 2019 and the Authority passed order dated 09.12.2020 issuing various directions to the respondent. Subsequently, the respondent settled compensation to many flat purchasers of the project leaving the complainant. The respondent adopted unfair trade practice. The complainant is entitled for all the reliefs.

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

4. On the side of the complainant, the complainant filed proof affidavit and marked Ex.A1 to Ex.A11 documents.

5. On the basis of the averments of the complainant, the following points arise for consideration:-

- i. Whether the complainant is entitled for the delay compensation, and compensation for mental agony and litigation cost from the respondent?
- 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 with the respondent on 26.08.2013 on payment of booking advance and subsequently made payments as per the payment schedule and nearly after 5 years from the date of booking, the construction agreement

between the complainant and the respondent was registered on 20.02.2018 and the sale deed for the UDS was executed in favor of the complainant on 28.02.2018 and the flat was completed and delivered to the complainant only during the second week of January 2018 after an inordinate delay and the complainant is entitled for all the reliefs.

(b) Ex.A2 is the offer letter dated 14.11.2013 issued by the respondent. Under the work schedule of the offer letter, the respondent assured that the project will be completed by 31.03.2016 with a grace period of 3 months and to pay compensation for any delay in handing over the flats in the project. Under Ex.A7, construction schedule also, the respondent gave the assurance that the handing over of blocks A&C will be on 15.12.2016. On perusal of the records, it is seen that 90% of the cost of the flat was received by the respondent as on 20.02.2018 when the construction agreement was registered.

(c) The respondent undertook to complete and handover the flat by 31.03.2016 with a grace period of additional 3 months. Therefore, the time limit inclusive of grace period for handing over of the flat expired by July 2016. The respondent also undertook to pay compensation of Rs.3,000/- per month for the delay period. Therefore, the complainant is entitled for delay compensation of Rs.3,000/- per month from July 2016 to January 2018, i.e., till the flat was handed over to the complainant and other reliefs. Thus the point is answered accordingly.

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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 from July 2016 to January 2018 (both inclusive) at the rate of Rs.3,000/- per month from the respondent.

b) Considering the facts and circumstances of the case, a sum of Rs.50,000/- is fixed towards mental agony and Rs. 25,000/- is fixed towards litigation expenses payable by the respondent.

(c) 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 complainant the amounts 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.

**Sd/- 04.01.2022
G. SARAVANAN
ADJUDICATING OFFICER**

List of witness

CW-1 --- Prameswaran Balachandran

LIST OF DOCUMENTS FILED BY THE COMPLAINANT

Ex.Nos	Date	Documents Name
Ex.A1	26.08.2013	Booking form
Ex.A2	14.11.2013	Offer letter
Ex.A3	02.06.2014	Project update statement
Ex.A4	19.12.2017	Payment request
Ex.A5	...	Schedule of payment

