

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

**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,**

**CCP No. 32 of 2021**

1. Chandra Prakash Jain (deceased)
  2. Rekha Prakash
  3. Kanu Priya Jain
  4. Krithi Jain
- ... Complainants

**Vs.**

1. M/s.Sahara City Homes Marketing & Sales Corpn.
  2. M/s. Sahara Prime City Ltd.
- Both rep by their Director, Subrata Roy Sahara  
(Project not registered)
- ... Respondents

Complainants : Rep. by. Mr. Sundarnarayan, Advocate.  
Respondents : Remained absent.

**Heard on : 21.09.2021  
Delivered on : 05.10.2021**

**ORDER**

The above complaint filed by the complainants 2 to 4, the legal representatives of the deceased 1<sup>st</sup> complainant, *under Section 31 of the Real Estate (Regulatory and Development) Act, 2016 (hereinafter referred to as RERA Act) read with Rule 38 of the Tamil Nadu Real Estate (Regulation and Development), Rules, 2017 (hereinafter referred to as TNRERA Rules)* for refund of amounts paid by the deceased complainant to the respondents

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towards the purchase and construction of the booked apartment with interest, compensation.

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

(a) The deceased 1<sup>st</sup> complainant, who is the husband of the 2<sup>nd</sup> complainant and father of the 3<sup>rd</sup> and 4<sup>th</sup> complainants, applied to purchase a flat at "Sahara City Homes", Chennai. The 1<sup>st</sup> respondent who is part of Sahara Group accepted the monies from the deceased complainant. The 2<sup>nd</sup> respondent is the promoter and developer of the project. The deceased 1<sup>st</sup> complainant paid the booking amount vide receipt dated 23.12.2004, was issued an allotment letter dated 04.09.2006 and the respondents directed their branch to complete the formalities and intimate the same to the deceased complainant. No agreement was entered between the complainants and the respondents.

(b) On the promise of the respondents that the constructed unit will be delivered on time, the deceased 1<sup>st</sup> complainant made partial advance vide receipt dated 23.12.2004. But the respondents failed in their obligations.

(c) Due to litigations before various forums, the construction activity in the project site came to a standstill. If the project was executed as promised by the respondents, the project would have been completed long back. There was no attempt by the respondents to continue the project.

(d) Some of the allottees in the project filed complaints before the consumer forums for reliefs. But none of the complainants moved any legal forum before approaching this forum.

(e) As per the provisions of the RERA Act, the respondents are liable to return the amount with interest and compensation to the complainants claiming

refund of the amount paid to the respondents with interest and compensation. Hence, the complainants are entitled for the reliefs.

3. On services of notice on the respondents, the respondents remained absent.

4. On the side of the complainants, the complainants filed proof affidavit and marked Ex.A1 to Ex.A8 documents.

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

- i. Whether the complainants are entitled to the reliefs of refund of the amount paid to the respondents with interest and compensation on the ground of failure on the part of the respondents to commence construction of the apartment booked by the complainants so as to deliver the constructed apartment as per the assurance of the respondents?
- ii. What are the reliefs, the complainants are entitled to?

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

(a) The learned counsel for the complainants submitted that the deceased 1<sup>st</sup> complainant booked a flat and paid the booking advance of Rs.1,15,600/- towards the purchase of an unit in the Sahara City Homes, Chennai, the project of the respondents and no unit was allotted to the complainants and the complainants requested the respondents for allotment and the 1<sup>st</sup> respondent replied in their letter dated 04.09.2006 directing their branch to complete the formalities and subsequently no agreement was entered between the complainants and the respondents and in the meanwhile the 1<sup>st</sup> complainant died on 29.08.2013, leaving the complainants 2 to 4 as legal



representatives and the complaint is filed by the legal representatives of the deceased 1<sup>st</sup> complainant, for return of the amount with interest and compensation and therefore, the complainants are entitled for the reliefs.

(b) It is not in dispute that as on date, the project is an incomplete project. Under Section 3 of the RERA Act, the project, an ongoing project as on the date of commencement of the Act is required to be registered under the RERA Act with TNRERA. But, the project has not been registered with the Tamil Nadu Authority (TNRERA) till date and till date the respondents have not completed construction and handed the unit to the complainants.

(c) In the above facts and circumstances of the case, it is held that the complainants are entitled for the relief of refund of the amount with interest and compensation from the respondents. Thus, the point is answered accordingly.

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

(a) The complainants have claimed refund of the amount paid with interest and compensation. The complainants have paid Rs.1,15,600/- to the respondents. The complainant is entitled for refund of Rs.1,15,600/- at interest @ 7.30% which is the marginal cost of lending rate of interest of SBI at the time of filing the complaint, plus 2% i.e., 9.30% per annum for the amounts paid from the date of respective payments till the repayment of the entire amount by the respondents.

(b) Apart from the above, the complainants are entitled to a claim of Rs.25,000/- as compensation towards mental agony and inconvenience and Rs.20,000/- towards the legal expenses.

**In the result, the respondents are directed as follows;-**

- (1) The respondents shall either jointly or severally pay the complainants the amounts at the interest rate, compensation and cost as per the findings in the answer for Point No.(ii), Para 7 of this order within 60 days from the date of issue of this order.
- (2) The charges of the aforesaid amounts shall be on the unit booked by the complainants seeking refund till their repayment.

Sd/- 05.10.2021  
G. SARAVANAN  
ADJUDICATING OFFICER

**CCP.No. 32/2021**

**List of witness**

CW-1 --- Rekha Prakash

**List of documents filed by the complainant**

Ex.Nos	Date	Documents Name
Ex.A1	...	Brochure
Ex.A2	...	Payment receipts
Ex.A3	04.09.2006	Letter from respondent
Ex.A4	24.09.2013	Death Certificate
Ex.A5	01.10.2013	Letter from respondent
Ex.A6	27.12.2013	Legal heir certificate
Ex.A7	26.06.2014	NCDRC order
Ex.A8	17.02.2020	Letter from 2 <sup>nd</sup> complainant

Sd/- 05.10.2021  
G. SARAVANAN  
ADJUDICATING OFFICER  
TNRERA, CHENNAI

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5.10.2021  
LAW OFFICER  
TN REAL ESTATE REGULATORY AUTHORITY