

**BEFORE THE  
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,  
CHENNAI**  
**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,**  
**CCP Nos.20 and 51 of 2022**

(1) S. Savithiri (CCP No.20 of 2022)  
(2) S. Maria Doss and A. Theresa (CCP No.51 of 2022)

.... **Complainants**

**Vs.**

M/s. Casa Grande Civil Engineering Pvt. Ltd.,  
Rep. by its Authroised Signatory, G. Sethupathy  
and Managing Partner, Arun Kumar  
(TN/01/Building/0028/2017)

.... **Respondent**

Complainants : Rep. by M/s. Chennai Law Associates, Advocates.  
Respondent : Rep. by M/s. Ganesh & Ganesh, Advocates.

**Heard on** : 11.01.2023  
**Delivered on** : 13.02.2023

**ORDER**

Both the above complaints by the respective complainants claiming compensation for the delay in handing over possession of the constructed flats by the respondent and other reliefs are filed *under section 31 read with Section 71 of the Real Estate (Regulation and Development) Act, 2016* (hereinafter referred to as RERA Act).

2. Since both the complaints are relating to the same project of the respondent and same points arise for determination, both the complaints are heard together and disposed of by a common order.

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

(a). The complainants booked flats with the respondent in their project, namely, "**CASA GRANDE BELLISSIMO**", at Pazhavandhangal Village, Alandur Taluk, Kancheepuram District and paid advance and further amounts as agreed by them.

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(b). The details of the flats allotted to the complainants, the due dates for delivery of the constructed flats and the actual dates of delivery of the flats are as follows:

Complainants Name	CCP No	Allotted Flat No	Due Date for delivery of the Flat	Actual date of handing over of the flat
S. Savithiri	20/2022	C201	November 2019	13.01.2021
S. Maria Doss and A. Theresa	51/2022	C303	November 2019	19.06.2021

(c). The respondent collected a sum of Rs.7,53,546/- from the complainant in CCP No.20/2022 and Rs.8,01,265/- from the complainant in CCP No.51/2022 under the head of GST at the then prevailing rate of 12%, but the Govt. of India has given the benefit of availing 5% GST in all ongoing projects and the said benefit has to be passed on to the customers. The construction work in the project moved in a slow phase but the complainants were called upon to make stage wise payments and accordingly the same was paid by the complainants without any delay.

(d). As per the provisions of the RERA Act, the respondent is liable to pay compensation for every month of delay till the handing over possession of the constructed flats. Therefore, the complainants, in both the cases, seek compensation for delay and other reliefs. The complainants are entitled for all the reliefs.

**4. Counter averments of the respondent, in all the cases, in brief, as follows:**

(a). The claims made by the respective complainants are not tenable in terms of law and on facts. The averments and allegations are incorrect and false. Except admitted, the respondent denies all the allegations. The complainants who were liable to make payments of the sale consideration as per the terms of the construction agreement delayed payments. The construction of the project progressed as per the schedule and the same was intimated to the complainants periodically. The respondent has not charged any excess GST and also has not availed excess input tax credit.

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(b). As per the construction agreements, the handing over possession of the respective flats were agreed to be in November 2019 in both the cases. The application for completion certificate was made in the month of December 2019 and was obtained in the month of February 2020. Due to the impact of Covid'19 pandemic, the handing over process was delayed slightly. The circular passed by the TNRERA provide for extension of time frame for six months for completion of the project.

(c). The complainant in CCP No.20 of 2022 was handed over possession of the flat on 13.01.2021 and the complainants in CCP No.51 of 2022 received the handing over on 19.06.2021 as they have no claims on the respondent whatsoever. They have not produced any documentary evidence to substantiate or prove the allegations made against the respondent. Therefore the complainants in both the cases are not entitled for any reliefs.

5. An attempt to settle the matter amicably has failed.

6. Both the parties have filed their respective evidence on affidavit with documents.

7. On the basis of the rival contentions of the parties, the following points arise for determination:

- i. Whether the complainants are entitled for compensation and other reliefs on the ground of delay on the part of the respondent to deliver possession of the flats booked by them in accordance with the dates and terms agreed by the respondent?
- ii. What are the reliefs, the complainants are entitled to?

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

(a). The learned counsel for the complainants submitted that the complainants in both the above complaints booked flats with the respondent in their project namely, "**CASA GRANDE-BELLISSIMO**" and made payments and the complainants entered into separate agreements for construction with the respondent and the respondent agreed to complete the entire construction of the flats and to deliver the flats by November 2019 the respondent collected

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95% of the total consideration by August 2018, but the respondent handed over the flat on 13.06.2021 in CCP No.20 of 2022 and 19.06.2021 in CCP No.51 of 2022 and the flats were not handed over in the habitable condition and there were structural defects and promised amenities and facilities were not provided and the respondent obtained completion certificate on 04.02.2020 without even completing the said project and violations have been committed by the respondent and the complainants are entitled for the delay compensation and other reliefs.

(b). The respondent contended that the complainants were liable to make payment of consideration as per the terms of the construction agreements and they delayed payments and not made stage-wise payment as per the payment schedule and the progress of the project as per the schedule was intimated to the complainants periodically and there was no delay on the part of the respondent to complete the flats and therefore the complainants are not entitled for any compensation and there was impact of Covid-19 pandemic and by circulars dated 06.04.2020 and 22.05.2020 the RERA provided extension of time frame of 6 months for completion of the project due to pandemic and therefore the claims of the complainants are not sustainable.

(c). It is not in dispute that the respondent entered into construction agreements with the complainants in both the cases and undertook to complete the construction and handover delivery of possession of the constructed flats within the specific time under the agreements. In CCP No.20 of 2022, under the construction agreement executed on 08.05.2019, the respondent agreed to complete the entire construction of the flat and deliver the said flat by November 2019 and the respondent was able to handover the flat only on 13.01.2021. In CCP No.51 of 2022, under the construction agreement executed on 08.01.2018, the respondent agreed to complete the entire construction of the flat and deliver the said flat by November 2019 and the respondent was able to handover the flat only on 19.06.2021. Even though the respondent admitted the delay in construction, the respondent contended that due to the impact of Covid'19 pandemic, the handing over was delayed for a short period. The respondent has not given the details of the number of days for which work was suspended due to the Covid'19 Pandemic or any other reasons. Under

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Section 18 of the RERA Act, if the promoter fails to complete or is unable to give possession of the flat by the date specified in the agreement, the allottee is entitled for compensation for the delay in delivery of the flat. Since there was delay in handing over possession of the constructed flat to the complainants in both the cases, the complainants are entitled for the compensation on delay.

(d). Therefore, in both the above cases, the complainants are entitled for compensation for the delay in handing over the completed apartments and other reliefs. Thus the point is answered accordingly.

**9. Answer for Point No.(ii):-**

(a) As per the proviso of section 18 of the RERA Act, the complainants are entitled for compensation by way of interest for every month of delay, till the handing over possession at such rate as may be prescribed as follows:

**(b) CCP No.20 of 2022**

(i). It is not in dispute that the complainants paid a total sum of Rs.1,02,42,946/- towards the sale consideration of the flat. As per Ex.A4, the construction agreement, the due date for delivery of the constructed flat was November, 2019. Therefore the complainants are entitled for compensation by way of interest for every month from December 2019, till the date of handing over possession of the constructed flat, i.e. on 13.01.2021.

(ii). As per Rule 18 of the TNRERA Rules, the rate of interest payable by the promoter to the allottee shall be the highest marginal cost of lending rate of SBI, plus 2%. Therefore, the complainants are entitled for interest @ 7.30%, which was the highest marginal cost of lending rate of S.B.I. at the time of filing the complaint, plus 2% per annum i.e., 9.30% p.a. for the amount of Rs.1,02,42,946/- from December,2019, till delivery of possession of the constructed flat by the respondent on 13.01.2021. For the amount of compensation arrived at as above, the complainant is entitled for interest @ 9.30% p.a from the date of filing of the complaint, i.e., 07.12.2021 till the date of payment of compensation.

(iii). Apart from the above, the complainants are entitled for compensation of Rs.1,00,000/- towards mental agony and inconvenience caused to the complainants and Rs.25,000/- towards litigation expenses.

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(c) **CCP No.51 of 2022**

(i). It is not in dispute that the complainant paid a total sum of Rs.98,82,125/- towards the sale consideration of the flat. As per Ex.A4, the construction agreement, the due date for delivery of the constructed flat was November,2019. Therefore, the complainant is entitled for compensation by way of interest for every month from December 2019, till the date of handing over possession of the constructed flat, i.e. on 19.06.2021.

(ii). As per Rule 18 of the TNRERA Rules, the rate of interest payable by the promoter to the allottee shall be the highest marginal cost of lending rate of SBI, plus 2%. Therefore, the complainant is entitled for interest @ 7.30%, which was the highest marginal cost of lending rate of S.B.I. at the time of filing the complaint, plus 2% per annum i.e. 9.30% p.a. for the amount of Rs.98,82,125/- from December,2019, till delivery of possession of the constructed flat by the respondent on 19.06.2021. For the amount of compensation arrived at as above, the complainant is entitled for interest @ 9.30% p.a from the date of filing of the complaint, i.e., 08.04.2022 till the date of payment of compensation.

(iii). Apart from the above, the complainant is entitled for compensation of Rs.1,00,000/- towards mental agony and inconvenience caused to the complainant and Rs.25,000/- towards litigation expenses.

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

The respondent shall pay the compensation, cost and other reliefs to the complainants as per the findings in answer for Point No.(ii), Para No.9 of this order within 30 days of issue of this order.

Sd/- 13.02.2023  
G. SARAVANAN  
ADJUDICATING OFFICER



**C.C.P.No.20/2022****LIST OF WITNESSES**

CW-1 --- S. Savithiri

RW-1 --- Y. Mohanrai

**LIST OF DOCUMENTS FILED BY THE COMPLAINANT**

<b>Ex.Nos</b>	<b>Date</b>	<b>Documents Name</b>
Ex.A1(Series)	---	Payment Receipts
Ex.A2	15.04.2017	Allotment letter
Ex.A3	15.05.2017	Construction Agreement (Unregistered)
Ex.A4	08.05.2019	Construction Agreement (Registered)
Ex.A5	08.05.2019	Sale Deed
Ex.A6	13.01.2021	Handing Over Certificate
Ex.A7	....	Payment Schedule
Ex.A8	01.10.2021	Legal Notice by the Complainant

**LIST OF DOCUMENTS FILED BY THE RESPONDENT**

<b>Ex.Nos</b>	<b>Date</b>	<b>Documents Name</b>
Ex.B1	19.03.2019	GST Counsel Decision
Ex.B2	08.05.2019	GST Representation
Ex.B3	04.02.2020	Completion Certificate
Ex.B4	06.04.2020	TNRERA Circular dt.06.04.2020
Ex.B5	22.05.2020	TNRERA Circular dt.22.05.2020
Ex.B6	27.12.2021	Opinion by NKM & Associates

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**C.C.P.No.51/2022****LIST OF WITNESSES**

CW-1 --- S. Mariadoss

RW-1 --- Y. Mohanrai

**LIST OF DOCUMENTS FILED BY THE COMPLAINANTS**

<b>Ex.Nos</b>	<b>Date</b>	<b>Documents Name</b>
Ex.A1(Series)	---	Payment Receipts and Bank Statement
Ex.A2	15.04.2017	Allotment Letter
Ex.A3	19.12.2017	Demand Letter
Ex.A4	08.01.2018	Construction Agreement
Ex.A5	22.02.2019	Sale Deed (Unregistered)
Ex.A6	22.02.2019	Sale Deed (Registered)
Ex.A7	19.06.2021	Handing Over Certificate
Ex.A8	19.06.2021	Car Park Details
Ex.A9	19.06.2021	Key Handover Certificate
Ex.A10	19.06.2021	No Due Certificate
Ex.A11(Series)	....	Email Correspondence
Ex.A12	....	Payment Receipt of TDS
Ex.A13	24.01.2022	Legal Notice by the Complainants

**LIST OF DOCUMENTS FILED BY THE RESPONDENT**

<b>Ex.Nos</b>	<b>Date</b>	<b>Documents Name</b>
Ex.B1	19.03.2019	GST Notification
Ex.B2	08.05.2019	GST Representation
Ex.B3	04.02.2020	Completion Certificate
Ex.B4	06.04.2020	TNRERA Circular dt.06.04.2020
Ex.B5	22.05.2020	TNRERA Circular dt.22.05.2022

Sd/- 13.02.2023  
**G. SARAVANAN**  
 ADJUDICATING OFFICER  
 TNRERA, CHENNAI.

