

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

**Quorum : Thiru. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member
CCP No. 380 of 2021**

Bhuvaneshwari

..... Complainant

Vs.

M/s. Green Tree Homes & Ventures (P) Ltd.,
Rep. by its Director, P.Ravichandran

..... Respondent

Complainant : Rep. by Mr. TN. Buvaneshwaran, Advocate.

Respondent : Ex-parte.

Heard on : 20.12.2022

Delivered on : 30.12.2022

ORDER

The above complaint by the complainant seeking refund with interest from the respondent towards purchase of the flat with interest, and costs and is filed under section 31 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 complainant entered into a sale and construction agreement for allotment of flat in the Respondent's project on 28.09.2013. The sale deed for the same was executed on 21.04.2015 bearing Document Number 1533 of 2015 in the Manavalanagar, SRO Thiruvallur District. The complainant has commenced to make payment from the year 2013 and has totally paid a sum of Rs.17,64,053/- for the Semi-Independent house number 146 B in the "**Greenn Town**", project of the Respondent.

(b) The Respondent had assured of completing and delivering the flat within 18 months from the date of construction agreement dated 28.09.2013 projecting the delivery date to the 29.03.2015. The complainant

further submits that the Respondent has not commenced the construction till date. The complainant had moved the TNRERA and filed a complaint number in C. No. 357 of 2019 seeking completion of construction and handing over the duplex house. The Hon'ble Authority had also directed the Registry to take up the matter with the DGP to take appropriate action on the criminal aspect of the complaint.

(c) Aggrieved the complainant prays for refund of the total sale consideration of Rs.4,65,000/- paid by him, the booking advance Rs.25,000/- paid by him and Rs.17,64,053/- paid for construction all totalling to Rs.23,23,053/- with interest, compensation and litigation cost.

3. In spite of service of notice, the respondent remained absent all through the proceedings and hence treated as ex-parte.

4. In evidence to prove their claim, the complainant has filed proof affidavit with documents.

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

(i) Is there any delay in handing over the apartment by the respondent to the complainants warranting refund of the money paid by him?

(ii) What are the reliefs made out?

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

The complainant entered into sale agreement on 28.09.2013 (Ex.A1) and construction agreement also the same date (Ex.A2). The UDS was registered in the name of the complainant on 21.04.2015 (Ex.A3). The complainant has paid the consideration to the Respondent vide receipts of Ex. A5 to A6 of the complainant. The construction agreement projects the completion date to 18 months from the date of signing the construction agreement. This is from 28.09.2013 with a grace period of 90 days

projecting the completion to 28.06.2015. The said apartment had still not been handed over to the complainant. The delay in delivery is therefore made out entitling the complainant of refund. Thus, the point is answered accordingly.

7. Answer for Point No (ii):

(a) In view of the answer for Point No.(i) the complainants are entitled for refund of amount for a sum of Rs.23,23,053/- from the respondent.

(b) As per Rule 18 of the TNRERA Rules, the rate of interest payable shall be the current highest marginal cost of lending rate of interest of State Bank of India (SBI) plus 2% per annum. Hence, the complainant is entitled for the interest at the rate of 7.30% per annum which was the marginal cost of lending rate of interest of SBI at the time of filing the complaint plus 2% per annum, i.e., 9.30% p.a for the entire amount 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 litigation expenses is fixed. The complainants are entitled for the reliefs as detailed above. Thus, the point is answered accordingly.

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

1. The respondent shall pay the amount at the interest rate, 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 complainant is at liberty to move the Adjudicating Officer for claiming the compensation portion of the complainant.
3. The charge of the aforesaid amount as encumbrance, if any, shall be on the flat 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.

TRUE COPY

30/12/22

4. On repayment of the claim as per the order, the complainant shall execute the cancellation of the construction agreement and sale deed, as the case may be, at the expense of the respondent.

Sd/- 30.12.2022
SUNIL KUMAR, I.P.S (Retd)
SINGLE MEMBER

LIST OF WITNESSES

CW-1 --- S.Bhuvaneshwari

LIST OF DOCUMENTS FILED BY THE COMPLAINANT

Ex.No	Date	Documents Name
Ex.A1	28.09.2013	Sale Agreement
Ex.A2	28.09.2013	Construction Agreement
Ex.A3	21.04.2015	Sale Deed
Ex.A4	25.09.2013	Bank Pass book
Ex.A5	25.09.2013	Receipt issued by the Respondent
Ex.A6	11.09.2013	Payment Receipt by the Respondent
Ex.A7	17.09.2013	Payment Receipt by the Respondent
Ex.A8	13.04.2015	Bank Pass book
Ex.A9	14.08.2014	Payment Receipt by the Respondent
Ex.A10	31.08.2018	Death Certificate
Ex.A11	08.10.2018	Legal Heir certificate
Ex.A12	24.02.2020	Order passed in C.No.357 of 2020

LIST OF DOCUMENTS FILED BY THE RESPONDENT

NIL

Sd/- 30.12.2022
SUNIL KUMAR, I.P.S (Retd)
SINGLE MEMBER
TNRERA, CHENNAI

A handwritten signature in black ink is written over a purple circular stamp. The stamp contains the text "Secretary (Finance & Adm.) TNRERA, Chennai - 8." and the date "30/12".