

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

**Quorum : Mr. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member**

**CCP Nos. 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 85 of 2021**

- |   |                           |
|---|---------------------------|
| 1. R. Sritheran (PIP)   | .....(CCP No.74/2021)     |
| 2. A. Sittrarasu  | .....(CCP No.75/2021)     |
| 3. Arunkumar.P  |                           |
| Rep. by its Power Agent, R.Prasad                                 | .....(CCP No.76/2021)     |
| 4. (i) R. Prasad  |                           |
| (ii) Agila Prasad   | .....(CCP No.77/2021)     |
| 5. Padma Srinivasan   | .....(CCP No.78/2021)     |
| 6. (i) Nalini Prasad  |                           |
| (ii) M. Karthikeyan   | .....(CCP No.79/2021)     |
| 7. G. Rajendra Kumar  | .....(CCP No.80/2021)     |
| 8. K.P.Neelakandan  | .....(CCP No.81/2021)     |
| 9. J. Gurumurthy  | .....(CCP No.82/2021)     |
| 10. V. Subburaj   | .....(CCP No.83/2021)     |
| 11. Amarnath Shanmugam,<br>Rep. by its Power Agent,<br>B. Perumal | .....(CCP No.84/2021)     |
| 12. P. Gandhi   | .....(CCP No.85/2021)     |
|   | ..... <b>COMPLAINANTS</b> |

**Vs.**

M/s. State Bank of India Officers Association Chennai Circle,  
(SBIOACC – The promoter of SBIOA Unity Enclave Project)  
Rep. by General Secretary, R. Balaji

..... **RESPONDENT**

**Complainants in all the CCP's**

**Except in CCP No. 74 of 2021** : Rep by M/s. D. Sudhakar, Advocates.

**Complainant in**

**CCP No. 74 of 2021**

: Party – In – Person

**Respondent in all the CCP's** : Rep by M/s. Sarvabhauman Associates, Advocates.

**Heard on** : 08.07.2022

**Delivered on** : 25.01.2023

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## INTERIM ORDER

(a) The complainants are the buyers / allottees in the project developed by the respondent. The complainants were allotted flats in the "**State Bank of India Officers Association Chennai Circle (SBIOACC)**", situated at Mambakkam, Chengalpattu District. The construction and the sale agreements were entered between the complainants and the respondent on different dates varying from 06.09.2013 to 17.11.2017. The construction agreement stipulated the date of delivery on or before February 2017 including 6 months of grace period thereby implying the delivery of the completed flat on or before August 2017.

(b) The respondent failed to complete the construction and started delivery of the flats to the home buyers since 06.06.2018 and that too without completing them in full shape. When the complainants visited the site they found that civil work was still under progress including some flats which were not provided with EB power, water supply, lift, WTP, STP and were absolutely not in a livable condition. On refusing to take the delivery of the flat, the respondent cited the Clause Nos. 12 & 13 of the construction agreement and directed that *if the buyer fails to take possession within the time limit fixed by the builder, he shall be charged with 12% interest / liquidated damages with right to cancellation of agreement*. Thus, under pressure, the complainants took possession of the flats. The complainants noticed several defects and on request to rectify the same it fell on deaf ears.

(c) Aggrieved, the complainants primarily pleads for interest on the entire sale consideration from the promised date of delivery i.e. August 2017 to the actual delivery i.e. December 2018. The complainants pleads to direct the respondent to reimburse the cost to be incurred by the complainants to carry

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out the required repairs/replacement and in addition they seeks compensation and litigation expenses.

**Counter averments of the Respondent, in brief , as follows:-**

(a) The respondent firstly submits that they are a trade union by name, "SBIOACC" (State Bank of India Officers Association Chennai Circle). They submit that the project was promoted on a No profit no loss basis. They enumerate the various functions which the respondents trade union undertakes which primarily pertain to service conditions of the member employees. One of the objectives includes "***to organize and unite all officers of the State Bank of India and to regulate their relations with their employers, to promote housing projects to encourage members to construct houses of their own., etc.,***".

(b) The respondent vehemently pleads that they are not a promoter and would fall in the same category of the complainants and hence submit that they cannot be equated or compared with any other commercial project on a large scale. The respondent submits that being in the same category as the complainants without impleading the actual builders the CCP's are not maintainable. The respondent submits that *M/s. Larsen and Toubro* were entrusted with the preparation of concept design. The *M/s. SAI Consulting Engineers* through bidding were chosen the project management consultant which *M/s. Simplex Infrastructure Ltd* was the chosen as the builder / contractor. *M/s. Kembhavi Architecture Foundation* was the structural engineer. The respondent avers that there companies were responsible for planning development and construction of the entire project. The project was undertaken by the existing respondent are for no profit no loss basis.

Weighing the contentions of the complainants and the respondent it has become essential to implead the necessary parties namely, ***M/s. Larsen and***

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**Toubro, M/s. SAI Consulting Engineers, M/s. Kembhavi Architecture Foundation and M/s. Simplex Infrastructure Ltd.** Accordingly, the above four are impleaded and notice may be send to these impleaded respondents by the complainants in CCP Nos. 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 85 of 2021 which stand posted to 21.02.2023. The complainants will suitably amend the complaints. Further evaluation of the complaints would be made only after hearing the contentions of the new respondents.



Sd/- 25.01.2023  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER  
TNRERA, CHENNAI