

**BEFORE THE
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,
CHENNAI
C. No. 25 of 2022**

30th Day of June, 2022

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

Mrs. S. Mangayarkarasi **Complainant**

Vs.

M/s. SAA Builders.,
Rep by its Proprietor, Mr. V. Palaniappan **Respondent**

Complainant : Rep by M/s. Rahul J Krishnan, Advocates.

Respondent : Rep by Mr. M. Sekar, Advocate.

This complaint came up for final hearing before the Authority in the presence of both the counsels, this Authority passes the following order:-

(a) The complainant had purchased a vacant portion of land on 10.03.1997 from Mr. S. Muthu, represented by his Power of Attorney Tmt. T. Lalitha. The respondent took up construction on the said land for which he had entered into a construction agreement on 15.11.2021 which was proceeded and cancelled with the new construction agreement being signed on 10.01.2022. The respondent had agreed to construct the house at the cost of Rs.74,00,000/- which would be inclusive of sump, septic tank, 4 feet building height, over head tank, compound wall and river sand. The complainant has paid a total sum of Rs.59,51,000/- and further states that the reminder amount of Rs.14,49,000/- to be paid.

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(b) The complainant submits that despite so much of money having been paid the respondent has failed to complete the construction in accordance with the construction agreement and has abandoned the project on 17.01.2022. Wherein, among others he has not completed the second floor roof, full building plastering, all electrical works, all plumbing works, bathroom fittings etc. The balance amount of Rs.10,00,000/- is yet to be paid to the respondent promoter which would become due after he completes the works mentions above which remain to be completed. The complainant submits that the respondent has left the construction work midway.

(c) The complainant further submits that the respondent has instead given a legal notice to the complainant claiming a sum of Rs.23,24,000/- along with the sum of Rs.5,00,000/- as compensation towards damages from the complainant and a sum of Rs.10,000/- as legal cost.

(d) The complainant further prays for the following reliefs:-

- Direction to the respondent to complete the construction as per the agreement on 10.01.2022.
- Direction to the respondent to handover vacant possession of the residential house to the complainant within a period of 30 days from the date of passing the order by this Hon'ble Authority.
- Direction to the respondent promoter to carry out and complete the construction of the residential house in strict adherence to the sanctioned plan given by the competent authority and construction agreement dated 10.01.2022.
- Direction to the respondent/promoter to provide the complainant with a stage wise progress report of the construction as stipulated under Section 11(3)(a) and 11(3)(b) of the RERA Act, 2016.

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3. **Counter averments of the respondent, in brief, as follows:**

(a) The respondent denies all allegations made by the complainant except those specifically admitted. The respondent agrees that the complainant had approached him for construction of a residential house at the vacant house measuring an extent of Rs.1500/- per sq.ft. The construction work started in the month of September, 2021 with a total built up area as 4200 sq.ft. The respondent had agreed to construct the house at the rate of Rs.1500/- per sq.ft. The respondent also admits that he had received a sum of Rs.59,51,000/- out of which Rs.9,01,000/- by way of cash and the remaining amount of Rs.50,50,000/- was paid by way of online bank transfer on various dates.

(b) The respondent submits that he had intent to complete the plan for which he had already purchased required building material. The respondent in his submission agrees almost to all the incomplete works mentioned by the complainant in her complaint. The respondent blames the son's of complainant for having damaged the respondent company's name board placed at the construction site. The respondent submits that he had spent a total sum of Rs.82,75,000/- towards construction cost for the complainant's house in question. The respondent blames the complainant for not having been regular in payments and submits that of Rs.23,24,000/- is yet to be paid.

(c) The respondent submits that the complainant is liable to pay Rs.23,24,000/- and without paying the balance amount the complainant had taken the possession of the residential house. The complainant had taken up some other person to complete the remaining part of the work. The respondent further submits that he already lodged a complaint against the complainant on 24.02.2022 with S-10, Pallikaranai P.S and a CSR bearing 436/2022 and also

lodged to Commissioner of Police, Tambaram, Deputy Commissioner of Police, St.Thomas Mount Range.

(d) He further submits that the planning approval was given for 2150 sq.ft but the construction area stated by the complainant is 4500 sq.ft. There were some structural defects pointed out by the respondent which despite being inappropriate were being forced by the complainant to be carried out.

ORDER

There is no dispute between the complainant and the respondent with regard to the construction agreement entered between them. It is also clear from the payments made of which both the complainant and the respondent and agree to the payment already made to the respondent to the tune of Rs. 59,51,000/-. However, with regard to the construction of the house the two parties are making rival contradictory claims. The complainant blames the respondent for non completion of the house despite getting money in accordance with the construction agreement. The respondent on the other hand counters the same by saying that he had already spent much more money than agreed and the house is yet to be completed. The respondent is bound to carry out the provisions of the construction agreement. However, the respondent has contended that the approved plan is for 2150 sq.ft while the construction agreement stipulates the construction of 4200 sq.ft

Keeping the construction agreement in view the respondent is directed to complete construction, limited to the portion for which planning approval exists at the rates agreed in the construction agreement. The complainant is restrained from causing any hindrance in the construction of the approved plan and that he would make payments in accordance with the construction agreement for the approved construction done by the respondent. The respondent is directed to share the stage wise progress report of the construction to

be carried out and to complete the construction of the remaining portion within three months from the date of issue of this order.

- With these directions, the above complaint is disposed off.

Sd/- 30.06.2022
Mr. SUNIL KUMAR, I.P.S (Retd)
SINGLE MEMBER BENCH
TNRERA,CHENNAI

