

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

**Quorum : Mr. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member  
I.A. No. 40 / 2022 in  
CCP No. 41 of 2021  
4<sup>th</sup> August, 2022**

M/s. Sri Renga Property Developers pvt ltd  
Rep. by its Director, R.Rajaram

.... **Petitioner/Respondent**

-Vs-

N.E. Subramaniam

.... **Respondent/Complainant**

The Respondent / Homebuyer (herein referred as homebuyer) entered into construction agreement on 12/03/2007 with the Complainant / Promoter (herein referred as Promoter) for the purchase of a housing complex in the Renga's Greenwoods at Coimbatore. The total sale consideration was for the sum of Rs.33,93,000/- (Rupees Thrity three lakhs ninety three thousand only) which was inclusive of undivided share of lands. The applicant had paid in all the sum of Rs. 34,07,612/- (Rupees Thirty four lakhs seven thousand six hundred and twelve only). As per the construction agreement the construction of the apartment was to complete on or before 31.07.2008. The complainant moved for refund among other claims sought vide CCP No.317/2021.

The Promoter does not dispute any of the claims with regard to the construction agreement as well as the provision to deliver possession of the apartment by 31/07/2008.

The Promoter has filed an IA No. 40/2022, wherein he has proposed to implead M/s Mint Homes Pvt. Limited as a Co-Respondent. The grounds on which he sought is that the Promoter has entered into an agreement with the proposed Respondent company viz. M/s Mint Homes Pvt. Limited with a view to complete the project early. The Promter submits that the proposed Respondent M/s Mint Home Pvt Limited as per the agreement takes over the construction and marketing

**TRUE COPY**  
4/8/22

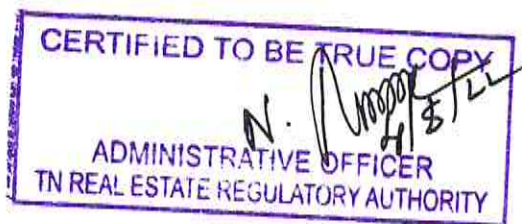
of the entire project. The Promoter blames the proposed Respondent M/s Mint Homes Pvt Limited for not honoring the delivery date of the completed project. The Promoter holds the proposed Respondent M/s Mint Home Pvt Limited responsible for defaulting and failing to deliver the apartment to the complainant and absolves himself of the liability of the same.

The Home buyer opposes the impleading of any new Respondent claiming to have prerogative / discretion to select their adversary. The Homebuyer submits that they had entered into an agreement for purchase of residential apartment with the Promoter and that they have nothing to do with anybody to whom Promoter had outsourced. The Homebuyer only blames the Promoter for delay. Thus, homebuyer objects to impleading of any new respondent.

### ORDER

The Homebuyer had entered into an agreement for sale and constructions with the Promoter vide agreement dated 12/03/2007. The Homebuyer had made payment of Rs. 34,07,612/- (Rupees Thirty four lakhs seven thousand six hundred and twelve only) to the Promoter. The Homebuyer had no relationship with the proposed Respondent. Moreover the Promoter allowed the proceedings to reach the stage of argument at which stage he choose to implead another Respondent. This was an information of which the Promoter was aware right from the beginning of the proceeding and is nothing new to be brought in at this stage, filing of this impleading petition will cause unnecessary delay of the main proceedings.

Hence, IA is dismissed.



Sd/- 04.08.2022  
Mr. SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER BENCH  
TNRERA, CHENNAI