

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

**Quorum : Mr. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member
RCP No. 146 of 2022**

Mr. Valada Ramachandra Babu **Complainant**

Vs.

M/s. Purvankara Limited **Respondent**

Complainant : **Rep by Mr. T.V.Sekar, Advocate**

Respondent : **Exparte**

Heard on : 21/04/2023

Delivered on: 21/04/2023

ORDER

The above complaint by the complainant seeking refund of amount paid to the respondent towards purchase of a plot with interest, and costs 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 avers that he expressed his interest in the respondent's project by name "Purva Somerset House". The complainant paid a cheque of Rs.20,00,000/- as advance payment which was subsequently not encashed by the respondent, however the other cheque for an amount of Rs.5,00,000/- on 20/02/2019 issued on the same day was encashed. The complainant further avers that he was informed by the respondent's representative through E-Mail dated 28/02/2019 that should the complainant wish to withdraw from the booking at any time he would be provided with the refund of the full amount without any deduction. The commitment given by the respondent's

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representative was that the project would be completed in 2021/2022. The complainant was not willing to wait that long being on the higher side of the age and thus wanted to withdraw. The complainant thereafter sought refund of Rs.5,00,000/- paid by him but all his efforts were in vein. Aggrieved, the complainant seeks refund of money paid by him with interest.

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

5. To prove their claim, the complainant filed his evidence on affidavit with documents.

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

(i) Is the complainant entitled to get refund of the money paid by him?

(ii) What are the reliefs made out?

7. Answer for the Point No. (i)

(a) The complainant had showed interest in the respondent project in the "Purva Somerset House". The respondents representative informed the complainant regarding the booking of the unit vide E-Mail dated 28/02/2019 (EX-A1). The complainant did not receive any response from the respondent thereafter with regard to the progress of the project. No construction agreement or sale agreement was signed and payment of Rs.5,00,000/- was taken from the complainant vide cheque no. 428936 dated 20/02/2019 drawn IDBI Bank Corporate Branch, Mumbai while yet another cheque of Rs.20,00,000/- in cheque no. 428937 dated 20/02/2019 drawn of IDBI Bank Corporate Branch, Mumbai were issued to the respondent. However, the respondent had encashed only the cheque for an amount of Rs.5,00,000/- and did not encash the other. The complainant avers that when

he came to know that the project will complete only in 2021/2022 and not before that, he sought to withdraw from the project. Despite repeated requests the respondent did not refund the money (Rs.5,00,000/-) to the complainant.

(b) It is settled therefore that an amount of Rs.5,00,000/- had been received by the respondent who had proposed to construct the apartment and the same has not been carried forward. No construction and sale agreement undertaken were executed and there was no progress on the project. Since the complainant does not wish to continue with the project, he is entitled to claim refund with interest of the amount of Rs.5,00,000/- paid by him to the respondent. Thus, the point is answered accordingly.

8. Answer for the point (ii):

(a) In view of the answer for Point No. (i), the complainant are entitled for refund of amount for a sum of Rs.5,00,000/- from the respondent with interest.

(b) The rate of interest payable shall be current highest marginal cost lending rate of interest of State Bank of India (SBI) +2% per annum. Hence the complainant is entitled for interest at the rate of 7.70% per annum marginal cost of lending rate of interest of SBI at the time of filing the complainant +2% per annum i.e 9.70% per annum for the entire amount paid from the date of respective payment till repayment by the respondent.

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9. In the result, respondent are directed as follows:-

The respondent shall pay the entire amount at the interest rate and cost as per the findings in answer for point (ii) in para 8 of this order within 30 days and issue for this order.

Sd/- 21/04/2023
SUNIL KUMAR, I.P.S (Retd)
SINGLE MEMBER
TNRERA, CHENNAI

LIST OF WITNESSES

CW-1 --- Mr. Valada Ramachandra Babu

LIST OF DOCUMENTS FILED BY THE COMPLAINANT

Ex.Nos	Date	Documents Name
Ex.A1	28/02/2019	Mail
Ex.A2	----	Mail dated 28/06/2019
Ex.A3	---	Whats App Messages
Ex.A4	29/02/2020	Notice Copy
Ex.A5	---	Acknowledgement

LIST OF DOCUMENTS FILED BY THE RESPONDENT-NIL

Sd/- 21/04/2023
SUNIL KUMAR, I.P.S (Retd)
SINGLE MEMBER
TNRERA, CHENNAI


Secretary (Finance & Admn.)
TNRERA, Chennai - 8.