

**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. 211 of 2022**

Mr. S. Chandramohan **Complainant**

Vs.

**1) M/s. B.L. Jangid Builders,
Rep. By it's Proprietary Mrs.Chandu**

2) Mr.B.Kaluram **Respondents**

Complainant : Rep by M/s. V.J. Arul Raj, Advocates

Respondent : Ex-Parte

Heard on : 03/10/2023

Delivered on : 20/11/2023

ORDER

The above complaint by the complainant seeking refund of amount paid to the respondents 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 Learned counsel for the complainant avers that the complainant entered into the respondents project and entered into the construction agreement for the registered on 22/02/2017 vide document no. 3758 of 2017 at Sub-Registrar Office, Saidapet. The construction agreement was for building 2 flats S-1 and S-2 on the 1st floor. The agreed consideration was for a sum of Rs.1,44,00,000/-. The respondent had agreed to complete and deliver the flats within 3 months from the date of agreement projecting the delivery to on or before 21/05/2017. The complainant avers that the sale deed was executed on

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19/04/2017 vide document no. 3759 of 2017 at the Sub-Registrar Office, Saidapet.

(b) The complainant avers that the memorandum of deposit of title deed in favour of the 3rd respondent was done vide document no. 3760 of 2017 at the Sub-Registrar Office, Saidapet. The complainant availed housing loan of Rs.1,30,00,000/- from the 3rd respondent. The complainant avers that even though the construction agreement was signed by the 1st respondent, the 2nd respondent was handling the issue with the complainant for and on behalf of his wife and thus submits that both the respondents are jointly and severally liable.

(c) The complainant avers that the 1st and the 2nd respondent had promised to hand over the flats within the stipulated time and that the 3rd respondent had directly disbursed the home loan obtained by the complainant directly to the 1st and the 2nd respondent who stopped the construction activity at the site. The complainant avers that even till date the construction remains incomplete and the quality of the construction also remains questionable. The 1st and the 2nd respondent offered no proper response to the queries raised by the complainant. The complainant avers that the 1st and the 2nd respondent along with the 3rd respondent induced the complainant to obtain yet another loan of Rs.1,30,00,000/- which too was disbursed to the 1st and the 2nd respondent.

(d) The complainant avers that the respondent had diverted the money somewhere else and committed criminal breach of Trust which are cognizable offences and submits that he reserves his rights to proceed separately on this. The complainant avers that the 2nd respondent had executed an undertaking on 13/03/2021 wherein he had submitted that he would repay the entire 2nd

home loan within 30/04/2021, which too never materialized. Aggrieved, the complainant pleads for refund of Rs.1,23,00,000/- with interest along with compensation and cost.

3. The respondent 1 and 2 remained absent for which a private notice was issued by the complainant dated 29/04/2023.

4. Since, the respondent 1 and 2 remained absent even after the private notice, paper publication was effected on 13/08/2023 and the respondent remained absent even thereafter and thus they were treated as ex-parte.

5. The RCP is dismissed for the following reasons.

a) It pertains to only to 2 flats which by their extent do not fall within the purview of section 3 of the RERA Act.

Thus the Jurisdiction of this authority will not extent to the RCP.

b) The complainant has referred to 3 respondents in his complaint whereas he has filed the complainant which has been numbered as 211 of 2022 with only 2 respondents which have been mentioned as sl.no. 2 of the complaint.

c) The allegations leveled primarily pertain to Indian Penal Code (IPC) offence and hence could not be taken up by this forum.

Accordingly, the RCP 211 of 2022 is dismissed with liberty to the complainant to seek remedy at the appropriate forum.

Sd/- 20/11/2023
SUNIL KUMAR, I.P.S (Retd)
SINGLE MEMBER
TNRERA, CHENNAI

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LIST OF WITNESSES

CW-1 ---S.Chandramohan

LIST OF DOCUMENTS FILED BY THE COMPLAINANT

Ex.Nos	Date	Documents Name
Ex.A1	22/02/2017	Construction Agreement
Ex.A2	19/04/2017	Sale Deed
Ex.A3	19/04/2017	Memorandum of Deposit of Title Deeds
Ex.A4	13/03/2021	Undertaking of 2 nd Respondent
Ex.A5	---	PAN Card copy
Ex.A6	---	Aadhar Card copy

LIST OF DOCUMENTS FILED BY THE RESPONDENTS-NIL

Sd/- 20/11/2023
SUNIL KUMAR, I.P.S (Retd)
SINGLE MEMBER
TNRERA, CHENNAI

