

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

**Quorum : Thiru. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member  
RCP No. 36 of 2022**

(i) Madhumitha  
(ii) C. Sivaramane ... **Complainants**

**Vs.**

M/s. Mantri Technology Constellations Pvt Ltd.,  
Rep. by its Authorized Signatory ... **Respondent**

**Complainants** : Rep. by M/s. M. Naraayanaswamy, Advocates.

**Respondent** : Ex-parte.

**Heard on** : 15.11.2022  
**Delivered on** : 12.01.2023

**ORDER**

The above complaint by the complainants seeking refund with interest from the respondent towards purchase of the villa with interest, and costs and is filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as RERA Act).

**2. Averments of the complainants, in brief, as follows:**

(a) The complainants have entered into a sale agreement on 30.03.2016 with the respondent in the project, namely, "**Mantri Solitude Villas**", at Sholinganallur, Chennai to purchase a land measuring about 1076 sq.ft for a consideration of Rs.84,18,400/-. Following this, the complainants avers that they had entered into a construction agreement on 09.02.2017 to construct a villa bearing Door No. 71 for a consideration of Rs.46,17,134/-. The agreed date of delivery was November 2017 with a total consideration including the land and the construction being Rs.1,30,35,534/-.

(b) The complainants avers that he had paid a sum of Rs.1,00,10,000/- which is inclusive of land and construction cost and GST as per the

agreement. The complainants avers that the respondent did not complete the villa till 21.09.2020. The complainants have been constantly perusing with the respondent to complete the villa. This made the respondent give a credit note of Rs.8,84,000/- and an additional credit note of Rs.150/- per sq.ft of the constructed area of 1360 sq.ft by their letter dated 29.03.2018, amounting to a sum of Rs.2,04,000/-.

(c) The complainants finally avers that they issued a legal notice dated 21.09.2021 and sought refund of entire consideration of Rs.1,00,10,000/- with interest and compensation. The complainants seeks refund of Rs.1,00,10,000/- after deducting the credit note given by the respondent on 15.03.2018 and 29.03.2018.

3. In spite of service of notice, the respondent remained absent all through the proceedings and hence treated as ex-parte.

4. In evidence to prove their claim, the complainants have filed proof affidavit with documents.

5. On the basis of the contentions of the complainants, the following points arise for determination.

(i) Is there any delay in handing over of the unit warranting refund of money to the complainants?

(ii) What are the reliefs made out?

6. **Answer for Point No (i):**

(a) The complainants entered into a sale agreement on 30.03.2016 (Ex.A1) to purchase a land for a consideration of Rs.84,18,400/-. The complainants thereafter entered into a construction agreement with the respondent on 09.02.2017 which was registered agreement in Document No. 783 of 2017 (Ex.A2). The total consideration for the land and the construction made up to Rs.1,30,35,534/-. The complainants have paid a sum of Rs.1,00,10,000/-

(Ex.A3 Payment series). The completion of construction and handing over as per the construction agreement was scheduled on or before November 2017.

(b) On repeated persuasion by the complainants when the villa remained incomplete even up to 21.09.2020, the respondent given a credit note of Rs.8,84,000/- and an additional credit note of Rs.150/- per sq.ft making to a sum of Rs.2,04,000/-. The respondent has failed to handover the completed villa which would be clear from the legal notice dated 21.09.2021 (Ex.A5). The respondent remained absent during the proceedings and was treated as Ex-Parte. Hence, there is a delay in delivery which is clearly made out and thus the point is answered accordingly.

**7. Answer for Point No (ii):**

(a) In view of the answer for Point No.(i) the complainants are entitled for refund of amount for a sum of Rs.1,00,10,000/- from the respondent.

(b) As per Rule 18 of the TNRERA Rules, the rate of interest payable shall be the current highest marginal cost of lending rate of interest of State Bank of India (SBI) plus 2% per annum. Hence, the complainants are entitled for the interest at the rate of 7.30% per annum which was the marginal cost of lending rate of interest of SBI at the time of filing the complaint plus 2% per annum, i.e., 9.30% p.a for the entire amount paid from the date of respective payment till repayment by the respondent. The complainants are entitled for the reliefs as detailed above. Thus, the point is answered accordingly.

**In the result, the respondent is directed as follows:-**

(i) The respondent shall pay the amount at the interest rate, as per the findings in answer for Point No.(ii), Para No.7 of this order within 30 days of issue of this order.

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(ii) The charge of the aforesaid amount as encumbrance shall be on the flat booked by the complainants till repayment of the claim as per this order. The office of this Forum is directed to intimate the encumbrance created by charge in the order to the Sub-Registrar concerned.

(iii) On repayment of the claim as per the order, the complainants shall execute the cancellation of the construction agreement and sale deed, as the case may be, at the expense of the respondent.

Sd/- 12.01.2023  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER

**LIST OF WITNESSES**

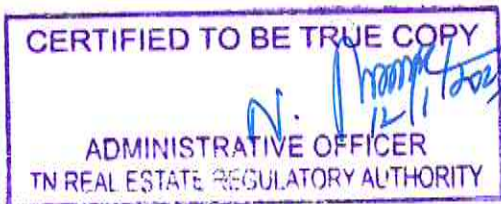
CW-1 --- C. Sivaramane

**LIST OF DOCUMENTS FILED BY THE COMPLAINANT**

Ex.Nos	Date	Documents Name
Ex:A1	30.03.2016	Sale agreement
Ex.A2	09.02.2017	Construction agreement
Ex.A3	---	Payment receipts
Ex.A4	15.03.2018	Copy of cost break up details
Ex.A5	21.09.2021	Legal notice
Ex.A6	21.10.2021	Reply notice
Ex.A7	09.01.2018	Loan sanction letter

**LIST OF DOCUMENTS FILED BY THE RESPONDENT**

NIL



Sd/- 12.01.2023  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER  
TNRERA, CHENNAI