

**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. 44 of 2022**

C. Gopalan

..... Complainant

**Vs.**

M/s. Arthveda Star (Vizag) Reality Pvt Ltd.,  
Rep by its Director,  
Srilakshmi Ranganathan

..... Respondent

**Complainant** : Rep by M/s. S. Revathy, Advocates.

**Respondent** : Ex-Parte

**Heard on** : 13.09.2022

**Delivered on** : 19.10.2022

**ORDER**

The above complaint by the complainant seeking refund of amount paid to the respondent towards purchase of the flat 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:**

The complainant had booked a Flat No. 101 in "*Pranav Navarathna*", project on 08.03.2018 and registered on 07.09.2018. The delivery of the flat was scheduled on 31.12.2019 as per registered construction agreement. The complainant has paid a sum of Rs.35,00,000/-. The complainant is yet to get possession of the flat and therefore request for refund of the amount paid by him with interest from the date of payment were made. The complainant also submits that the registration had been carried out with a false RERA Registration No. TNRERA/058/2018 which is not relevant to the promoter.

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

4. In evidence to prove his claim, the complainant filed proof affidavit with documents.

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

(i) Whether there has been a delay in handing over the flat to the complainant?

(ii) Whether the complainant is entitled for all the reliefs as prayed for?

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

(a) The complainant has presented this complaint to seek refund due to non delivery of the flat booked by him in the project of the respondent. Despite notice to the respondent he remained absent and was thus treated as ex-parte. The complainant was allotted a Flat No. 101 in "**Pranav Navarathna**" in the project being promoted by the respondent lying at Chrompet, Chennai. The complainant has entered into a construction agreement on 07.09.2018 (Ex.A3). The sale deed was executed on 07.09.2018 as well. The project was registered with the TNRERA on 20.02.2018 under registration No. TNRERA/058/2018.

(b) The total construction cost of the flat was agreed at Rs.44,82,626/-. The construction agreement stipulated the delivery of the flat within 31.12.2019 with a grace period of 3 months thereby fixing the date of delivery finally to 31.03.2020. The total cost of the project was stipulated at Rs.50,00,000/- (Ex.A1). The complainant has paid a total sum of Rs.35,00,000/- (Ex.A4) in three installment on 15.05.2019, 07.09.2018, 08.03.2018. Despite, the complainant following up repeatedly with the

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respondent for delivery of the flats, he has failed to handover the project on the stipulated date and even thereafter till now.

(c) There has therefore been a delay in handing over of the project as claimed by the complainant entitling him for refund of the amount paid by him to the respondent under RERA Act. On the complainant plea of the registration number with the RERA being false, the issue is referred to the Authority for checking the same and taking penal action as per the Act if there is any violation. Thus, the point is answered accordingly.

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

(a) Therefore, the complainant is entitled for refund amount of Rs.35,00,000/- 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 complainant is 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 and refunded from the date of respective payment till repayment by the respondent. Thus, the point is answered accordingly

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

- (i) The respondent shall pay the interest rate and cost as per the findings in answer for Point No. (ii) in Para No. 7 of this order within 30 days of issue of this order.
- (ii) The Authority is directed to verify the complainant plea of the registration number of the respondent with the RERA being false. The Authority would check the same and take penal action as per the Act if there is any violation.

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- (iii) The charge of the aforesaid amount as encumbrance if any, shall be on the flat booked by the complainant 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.
- (iv) On repayment of the claim as per the order, the complainant shall execute the cancellation of the construction agreement and sale deed, as the case may be, at the expense of the respondent.

Sd/- 19.10.2022  
Mr. SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER

**LIST OF WITNESSES**

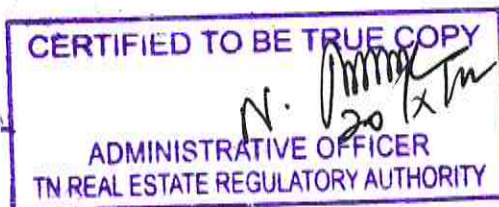
CW-1 --- C. Gopalan

**LIST OF DOCUMENTS FILED BY THE COMPLAINANT**

Ex.Nos	Date	Documents Name
Ex.A1	08.03.2018	Booking form
Ex.A2	07.09.2018	Sale deed
Ex.A3	07.09.2018	Construction agreement
Ex.A4	---	Payment receipts
Ex.A5	---	Photographs
Ex.A6	---	E-mail correspondence

**LIST OF DOCUMENTS FILED BY THE RESPONDENT**

NIL



Sd/- 19.10.2022  
Mr. SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER  
TNRERA, CHENNAI