

**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. 9 of 2022**

Sruthi Manjari Roshan  
(Rep. by POA Holder, S.Sundararajan) ... **Complainant**

**Vs.**

M/s. Indira Projects and Developments (T) Pvt Ltd.,  
Rep. by Bhupesh Nagarajan (Managing Director) ... **Respondent**

**Complainant** : Party – In - Person.

**Respondent** : Ex-parte.

**Heard on** : 14.10.2022

**Delivered on** : 12.01.2023

**ORDER**

The above complaint by the complainant seeking refund with interest from the respondent towards purchase of the plot 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 complainant, in brief, as follows:**

(a) The complainant had booked and was allotted a Plot No. 17 in the name, "**Vikas Global City**", promoted by the respondent on 01.10.2020. The respondent claimed to have registered the project with the TNRERA which the complainant avers that it was found to be untrue later. No sale agreement was entered into. The complainant avers that she had paid the entire amount including a sum of Rs.5,25,400/- on 15.09.2021.

(b) Despite this effort of the complainant, the respondent had not registered the plot. The respondent had not even shared the documents of the said property for verification to the complainant, and had cancelled the

allotment on 21.10.2021. Hence, the complainant seeks refund of the amount paid by her with interest.

**3. Counter averments of the respondent, in brief, as follows:**

(a) The respondent denies all the allegations made by the complainant. The respondent at the outset submits that the complainant does not impleaded the land owner who is the necessary party. The respondent agrees with the complainant regarding the basic facts of the allotment of Plot No. 17 in the project, "*Vikas Global City*". The respondent further avers that the complainant failed to pay the entire consideration and get the unit registration done within 90 days, rather the complainant delayed the payment for more than 1 year.

(b) The respondent avers that he had sent a notice to the complainant on 27.10.2021 and blames the complainant for having damaged the reputation of the respondent's company by making derogatory remarks in all social media. The respondent denies that he had not provided the documents of the unit to the complainant rather submits that all documents were given and only after verification the complainant has paid the amount. The respondent submits that he had only received a sum of Rs.7,89,600/- and a sum of Rs.5,25,400/- was not received by him as cash as made out by the complainant.

(c) The respondent further avers that he was ready to return a sum of Rs. 7,89,600/- to the complainant without interest on a condition that she deletes the negative reviews and tenders apology for the unwarranted remarks may by her. The respondent avers that he has not received any cash and pleads to dismiss the complaint.

4. The respondent submitted the counter and thereafter failed to appear despite opportunity given to him. The respondent failed to submit proof

affidavit and remained absent after submitting the counter and hence he was treated as Ex-Parte.

5. In evidence to prove their claim, the complainant has filed proof affidavit with documents. No evidence filed by the respondent.

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

(i) Is the complainant entitled to seek refund as he was not provided with the original documents, and also that the respondent had not entered the sale agreement for the plot of land?

(ii) What are the reliefs made out?

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

(a) The complainant had booked and was allotted a Plot No. 17 in the name, "**Vikas Global City**", promoted by the respondent on 01.12.2020 (Ex.A1). The total cost of the plot was fixed to be at Rs.13,79,168/- as per the booking letter (Ex.A1). The complainant has paid a sum of Rs.7,89,600/- (Ex.A2, Ex.A3 and Ex.A4). The complainant further claims that she had paid a sum of Rs.5,25,400/- in cash, however, the respondent has denied this payment of Rs.5,25,400/- in cash. The complainant has not produced any evidence to show the payment of amount by cash and the respondent denies having received the same. Burden of proof shall lie on the complainant to show proof of payment and in the absence of the same, the amount of Rs.5,25,400/- claimed to have been paid in cash shall not be considered and the payment would consequently remain restricted to Rs.7,89,600/- only.

(b) In the absence of evidence produced by the complainant, the amount paid is restricted to Rs.7,89,600/-. The following violation of Real Estate (Regulation and Development) Act;

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(i) That the respondent failed to provide the document for verification of title to the complainant.

(ii) That the respondent failed to enter into a sale agreement with the complainant for the plot.

(iii) That the respondent has obtained a sum of Rs.7,89,600/- out of the total of Rs.13,79,168/- (Ex.A1).

The respondent has thereby obtained more than 10% of the total amount and not entered into the sale agreement with the violation of Section 13(1) of the Real Estate (Regulation and Development) Act.

(c) The respondent has not entered into a sale as also not provided the required documents for the plot. The respondent has also not registered the said property in the name of the complainant and has also not shown any inclination to do the same even after more than two years of booking the plot by the complainant. The complainant is entitled to refund of amount paid by her and thus the point is answered accordingly.

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

(a) In view of the answer for Point No.(i) the complainant is entitled for refund of amount for a sum of Rs.7,89,600/- 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 from the date of respective payment till repayment by the respondent. The complainant is

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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.8 of this order within 30 days of issue of this order.

(ii) The respondent has violated Section 13(1) of the Real Estate (Regulation and Development) Act. The respondent shall pay a sum of Rs.50,000/- as penalty under Section 61 of the Real Estate (Regulation and Development) Act within 30 days of issue of this order.

(iii) The respondent has violated Section 4 (a) of the Real Estate (Regulation and Development) Act. The respondent shall pay a sum of Rs.50,000/- as penalty under Section 60 of the Real Estate (Regulation and Development) Act within 30 days of issue of this order.

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

**LIST OF WITNESSES**

CW-1 --- Sruthi Manjari Roshan

**LIST OF DOCUMENTS FILED BY THE COMPLAINANT**

Ex.Nos	Date	Documents Name
Ex.A1	01.12.2020	Booking letter
Ex.A2	01.12.2020	Receipt for Rs.50,000/-
Ex.A3	25.08.2021	Transaction record of Rs.5,00,000/-
Ex.A4	08.09.2021	Transaction record of Rs.2,39,600/-
Ex.A5	17.09.2021	E-mail trace
Ex.A6	04.10.2021	Registration booking token
Ex.A7	11.10.2021	Stamp duty and registration fee receipt

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Ex.A8	---	Photograph
Ex.A9	21.10.2021	Message from VP Vidhya
Ex.A10	09.12.2021	E-mail trace
Ex.A11	24.12.2021	General Power of Attorney (GPOA)

**LIST OF DOCUMENTS FILED BY THE RESPONDENT**

**NIL**

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

