

**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. 92 of 2022**

(i) T.Kumar  
(ii) Vijayalakshmi Kumar ... **Complainants**

**Vs.**

M/s. Mantri Technology Constellations Pvt Ltd., ... **Respondent**

**Complainants** : Rep. by M/s. MF. Shabana, Advocates.

**Respondent** : Ex-parte.

**Heard on** : 11.10.2022

**Delivered on** : 21.12.2022

**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 booked a villa in Plot No. 87 of the respondent's project namely, "**Mantri Signature Villas**", vide agreement dated 30.11.2015. The total consideration for the flat was fixed at Rs.1,45,38,424/-. The due date of delivery of the apartment was fixed on 30.11.2017. The complainants avers that they have already paid a sum of Rs.1,08,69,743/- between 20.04.2015 and 07.12.2017. The respondent vide their communication dated 22.06.2017 intimated the revised timeline for completion and handing over of the villa from 30.11.2017 to 30.06.2019. Even the new date was not honoured and despite repeated queries the respondent did not give a reply to the complainants.

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(b) The complainants therefore aggrieved with the delayed delivery and handing over of the apartment prays for refund of the amount of Rs. 1,08,69,743/- with interest along with cost for legal expenses.

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 warranting refund of money to the complainants?

(ii) What are the reliefs made out?

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

The complainants have entered into a sale agreement for Plot No.87 (Ex.A1) and the construction agreement (Ex.A2). The revised timeline for completion of the villa was 30.06.2019 as against the original committed date 30.11.2017 (Ex.A3). The complainant has paid a total sum of Rs. 1,08,69,743/- between 20.04.2015 and 07.12.2017 (all at Ex.A4 page 35 to 38 of the complainant's typed set). The complainants have still not got possession of the apartment despite the promised date of delivery by 30.11.2017. Hence, the delay in delivery is clearly made out entitling the complainants of relief by way of refund as sought by them by the complainants. 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.1,08,69,743/- 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 7.50% 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., 9.50% p.a for the entire amount paid from the date of respective payment till repayment by the respondent.

(c) Considering the facts and circumstances of the case, a sum of Rs.25,000/- towards litigation expenses is fixed. The complainant is 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.
- (ii) The respondent is prevented from creating any 3<sup>rd</sup> party encumbrance and a charge shall be on the above mentioned property till repayment of the claim as per this order. The Registry of the Authority shall take action to ensure compliance with 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/- 21.12.2022  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER

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**LIST OF WITNESSES**

CW-1 --- T. Kumar

**LIST OF DOCUMENTS FILED BY THE COMPLAINANT**

Ex.Nos	Date	Documents Name
Ex.A1	30.11.2015	Agreement for sale
Ex.A2	30.11.2015	Construction agreement
Ex.A3	22.06.2017	Communication for revised timeline
Ex.A4	---	Payment receipts
Ex.A5	---	Letters
Ex.A6	03.03.2022	Statement of accounts
Ex.A7	---	E-mail communications
Ex.A8	---	Photographs

**LIST OF DOCUMENTS FILED BY THE RESPONDENT**

**NIL**



Sd/- 21.12.2022  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER  
TNRERA, CHENNAI