

**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. 150 of 2023**

**Gokila S** ..... **Complainant**  
Vs.

- 1) **M/s. Ozone Projects Private Limited**  
**Represented by its Managing Director**  
2) **The Metrozone Apartment Owners Association**  
**Represented by its President** ..... **Respondents**

**Complainant : Rep by M/s. R.Ananth, Advocates**

**Respondent : Ex-Parte**

**Heard on : 26/12/2023  
Delivered on : 04/01/2024**

**ORDER**

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

(a) The learned counsel for the complainant avers that she was the owner of Flat No. E004, E Tower in the Metrozone Apartment being developed by the respondent lying at Koyembedu, Chennai. The construction agreement between the two parties was executed on 15/12/2020 and was registered as Document No. 670/2021. The sale deed was registered on 12/02/2021 at the SRO office vide Document no. 671/2021. The complainant avers that the 1st respondent had proposed to construct the residential complex comprising of 30 Towers in a Phased manner, 27 Residential Towers with Ground floor + 16 Floors and

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basements for car parking and services, 3 Residential Towers with Ground plus 20 Floors and basement for car parking and services, together with commercial buildings.

(b) The complainant avers that the planning permission for the project was obtained vide Planning Permit No. 11171 dated 25/10/2017 from the CMDA and building permit was obtained vide Building Permit No. CEBA/WDCN08/00005/2018 dated 05/01/2018 from the Greater Chennai Corporation. The project was registered with the TNRERA on 24/01/2018 bearing registration no. TN/29/BUILDING/0095/2019. The complainant avers that the promised amenities as agreed in the agreements for which money has been paid by him have not been fulfilled. The complainant avers that even the electricity connections for the Phase III, Tower C to F has not been provided and the same was still running on temporary arrangements and the association by name "The Metrozone Apartment Owners' Association" being the 2nd respondent in this RCP was formed to cater to the welfare of its members consisting of the allottees. The 2nd respondent had filed the Complaint No. 286/2021 before this Hon'ble authority which was pending. The Hon'ble Authority vide their order dated 05/01/2023 directed the 1st respondent to provide EB Connections for the allottees in towers C to F however, the said order remains to be complied with.

(c) The complainant avers that, thereafter, the 2nd respondent issued a letter to all the members requiring them to pay further amounts as cost for obtaining permanent EB Connection and also threaten that if the same was not done the electricity to the complainant would be discontinued. The complainant further avers that the 2nd respondent instead of looking after the welfare of the allottees had started engaging themselves in various commercial activities

within the premises and in the common areas without obtaining statutory approvals. The complainant avers that in the meantime one of the creditors had filed an application against the 1st respondent before the Hon'ble NCLT initiate CIRP Proceedings. The Hon'ble NCLT had admitted the application and ordered CIRP thereafter in pursuant appeal filed before the Hon'ble NCLAT stay for all further proceedings was ordered implying thereby that moratorium ceased to exist and the respondent could be sued.

(d) The complainant avers that the 1st respondent had already received moneys for providing electric connections which has also been admitted by the 1st respondent in the construction and the sale agreements and which is also observed so in the Hon'ble Authority's order passed in I.A. Nos. 10 and 11 of 2022 in C.No. 286 of 2021. The complainant prays for refund of the money received by the 1st respondent for obtaining electricity connection with interest and compensation. This was so as the complainant wanted to move individually for electricity connection for which he was legally entitled and more so, the 2nd respondent was not taking any steps to get the connections. Aggrieved, the complainant prays for refund of Rs. 2,12,880/- received by the 1st respondent for getting the EB Connection, the complainant also prays to refund the excess expenditure incurred due to the failure of the 1st respondent to obtain EB Connection along with cost of litigation.

3. The respondents have failed to appear despite being given opportunity hence have been treated as ex-parte.
4. An attempt to settle the matter amicably has failed.
5. The complainant has filed her evidence on affidavit with documents. The respondents did not file any documents as they were treated as Ex-parte.

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

- (i) Is the complainant eligible to refund of the amount collected for getting eh EB connection which has not been done with interest.
- (ii) What are the reliefs made out?

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

(a) The complainant entered into a construction agreement with the respondent on 15/12/2020 (Ex-A1) and the sale deed was registered on 12/02/2021 (Ex-A2). The complainant has paid the entire consideration of Rs.2,40,10,680/- (Ex-A4). The complainant submits that despite having paid the required consideration mentioned in schedule D of the construction agreement to the tune of Rs.2,12,880/- for obtaining the EB Connection the same has not been materialized so far and no EB Connection in the name of the complainant has been obtained. The complainant has moved the Asst. executive engineer TANGEDCO vide his letter dated 28/07/2023 (Ex-A5) wherein he has made a request for providing the electric connection to his unit. Since the complainant wants to proceed with obtaining the EB Connection directly, and the respondent has not been able to get the connection in his name, the money paid by the complainant to the respondent is therefore liable to be refunded since the service for which money had been collected have not been delivered. The money so paid by the complainant has remained in the possession of the respondent all this while without getting him the required promised service from him thus, the complainant is entitled to the refund of Rs.2,12,880/- paid by him with interest and so the 1st point is answered.

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

a) Therefore, the complainant is entitled for the refund of an amount of Rs. 2,12,880/- from the Respondents with interest.

b) The rate of interest payable shall be current highest marginal cost lending rate of interest of State Bank of India (SBI) +2% per annum. Hence the complainant is entitled for interest at the rate of 8.75% per annum marginal cost of lending rate of interest of SBI at the time of filing the complainant +2% per annum i.e 10.75% per annum 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/- is fixed towards the litigation expenses. The complainant is entitled for the reliefs detailed above. Thus, the point is answered accordingly.

**9. In conclusion, the respondents are directed as follows: -**

- (i) The respondent shall pay the entire amount at the interest rate and cost as per the findings in answer for Point No. (ii) in Paragraph No. 8 of this order within 30 days of issue of this order.
- (II) On repayment of the claim as per this order the responsibility of providing the EB Connection shall cease to lie on the respondent.

Sd/- 04/01/2024  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER  
TNRERA, CHENNAI

**LIST OF WITNESSES**

CW-1 --- Gokila.S

**LIST OF DOCUMENTS FILED BY THE COMPLAINANT**

Ex.Nos	Date	Documents Name
Ex.A1	15/12/2020	Construction Agreement

Ex.A2	12/02/2021	Sale Deed
Ex.A3	05/01/2023	Order in I.A. 10 & 11 of 2022 in C.No.286/2021
Ex.A4	29/09/2021	No due certificate by R1
Ex.A5	28/07/2023	Representation to EB dated 28/07/2023
Ex.A6	---	Representation to Registrar of Societies
Ex.A7	---	Letters
Ex.A8	01/05/2023	Order of NCLT dated 01/05/2023
Ex.A9	---	Order of NCLAT
Ex.A10	25/05/2023	Order in W.P 27155/2016 dated 25/05/2023
Ex.A11	04/10/2023	Order in W.P 28625/2023 dated 04/10/2023

**LIST OF DOCUMENTS FILED BY THE RESPONDENTS-NIL**

Sd/- 04/01/2024  
SUNIL KUMAR, I.P.S (Retd)  
SINGLE MEMBER  
TNRERA, CHENNAI

