



BEFORE THE TAMIL NADU REAL ESTATE
REGULATORY AUTHORITY (TNRERA)
(Tamil Nadu, Andaman & Nicobar Islands)
at Egmore, Chennai – 600 008

[Under the Real Estate (Regulation and Development) Act, 2016]

C.No.108/2020

30th day of June, 2021

Coram : Thiru K. Gnanadesikan, I.A.S. (Retired), Chairperson
Er. S. Manohar, Member
Adv. V. Jeyakumar, Member

Tmt. Patsy Jose] Complainant
Coimbatore]

Versus

M/s. Vasavi Meppur Constructions Pvt. Ltd.] R1]
Rep. by its Director]]
Thiru P.B.Krishna Prasad]] Respondents
Chennai – 600 097]]
Thiru R.Thangaraj] R2]
Chennai – 600 101]]

This Complaint came up for final hearing before this Authority in the presence of M/s. E. Jayavel – Counsel for Complainant and of M/s. D.R.Law Chambers Mr.Dhanaram Ramachandran and Ms.R.Devi – Counsel for the 2nd Respondent and the 1st Respondent called absent and upon hearing the arguments of the Complainant and the 2nd Respondent, this Authority passes the following order:

FINAL ORDER

The Complainant has submitted that the Complainant intended to purchase Flat No.E-204, 2nd Floor of Block No.E in the project name "INGAI" at Meppur in the year 2014 towards construction agreement for the built-up area of 552 sq.ft. at a total cost of Rs.18,21,600/- and towards agreement of sale of undivided share of 293 sq.ft. for Rs.1,31,850/- and the Complainant has paid Rs.3,53,280/- to the Respondents and the same sale deed has been executed by the 1st Respondent in favour of the Complainant by way of Sale deed dated 14.07.2014 registered as document No.11325/2014, of the file SRO at Kundrathur and the expenses of Rs.2,00,000/- for registration has been spent by the Complainant.

2. The Complainant has also submitted that the Respondent has entered into a deed of sale with the Complainant on 14.07.2014 agreeing therein to construct and sell flat No.E-204, the 2nd Floor of Block No.E in the project name "INGAI" at Meppur the above said project and the flat was supposed to be handed over to the Complainant by April 2015 with a grace period of 3 months to complete the construction and handing over of the flat. In the year of 2015, the 1st Respondent informed the Complainant that due to the problems that arose in manpower, the project was a non starter and moreover due to lack of interest shown by other purchasers in INGAI flats, they were not going ahead with the construction and requested the Complainant to either upgrade to a bigger flat or submit letter for cancellation of the sale deed and booking for taking refund of the entire amount of Rs.3,53,280/- already paid by the Company.

3. The Complainant has further submitted that she was shocked to receive an evasive reply from the 2nd Respondent stating that the Respondent is in no way responsible to hand over house to the Complainant as the allotment letter and sale deed was issued by the 1st Respondent and has directed the Complainant to approach the 1st Respondent to get the house but neither the 1st Respondent and the 2nd Respondent have not handed over the house to the Complainant till date.

4. The Complainant has sought the following reliefs.

a) To direct the Respondent to handover the house flat No.E in the project name "INGAI" at Meppur to the Complainant with proper completion of house.

a. To direct the Respondent for issue of completion certificate to the Complainant.

b. To direct the Respondent for pay towards the costs of this Complaint

c. To pass such other order or orders as this Authority deems fits and proper in the circumstances of the case and thus render justice.

5. In the Counter-cum-written submissions, the 2nd Respondent has stated that the 2nd Respondent is the owner of the vacant land bearing New S.No.13/2, Old S.No.13, admeasuring amount 1 Acre and 94 cents, New S.No.12/1B (Old S.No.12/1) admeasuring about 1 Acre and 84 cents, New S.No.12/3B admeasuring about 14 cents, New S.No.12/2B (Old S.No.12/2) admeasuring about 1 Acre and 82 cents situated at Meppur Village.

6. The 2nd Respondent has also submitted that the 1st Respondent approached the 2nd Respondent with a proposal to develop the land into residential housing. In furtherance to the same, the 2nd Respondent entered into a Development Agreement dated 14.07.2010 with the 1st Respondent to proceed with the proposal as per the agreement. In addition to the Development Agreement, the 2nd Respondent has also executed a General Power of Attorney in favour of the 1st Respondent to act in furtherance to the development agreement. As per the development agreement and the power of attorney, the 2nd Respondent is entitled to 40% of the saleable area after completion of the development. However, to the dismay of the 2nd Respondent, the 1st Respondent did not go through with the development as proposed to him. The 2nd Respondent is severely affected because of this, both financially and emotionally. The 2nd Respondent does not have any contract with the Complainant herein and hence cannot be added as a party to this Complaint.

7. The 2nd Respondent has further submitted that he gathers from the notice issued by this Authority that the 1st Respondent has entered into Sale Deeds and Agreements with the Complainant and such other similar persons. However, the Complainants cannot direct their grievances against the 2nd Respondent being a bonafide landowner himself. The 2nd Respondent also stated that the Complainant is contemplating legal proceedings under Arbitration and Conciliation Act, 1996 to redress his grievances as per the Development Agreement dated 14.07.2010. In the view of the above facts, the 2nd Respondent is not the proper and necessary party to this Complaint.

8. This Authority has examined the Complaint, Counter Affidavit filed by the 2nd Respondent Land Owner carefully.

9. The 1st Respondent Promoter did not attend the hearings conducted by this Authority and has not filed Counter Affidavit till date. It is clear that the Respondent Promoter has not completed the apartment No.E-204 on the 2nd floor of Block No.E in the project named "INGAI" at Meppur, Poonamallee Taluk, Thiruvallur District. This amounts to cheating the innocent home buyers.

10. Therefore, this Authority directs the Registry to forward a copy of this order to the Commissioner of Police, Chennai City and the Joint Commissioner of Police (West), Ambattur for initiating appropriate criminal action against the Respondent Promoter M/s. Vasavi Meppur Constructions Pvt. Ltd., represented by its Director Mr. P.B.Krishna Prasad, S/o Mr.P.Badrinath, No.8, Vinayaga Avenue, Rajiv Gandhi Salai, Okkiyampettai, Chennai-600 097 after obtaining Complaint from the Complainant Tmt. Patsy Jose, Coimbatore.

11. This Authority has also imposed penalty of Rs.5 lakhs on the 1st Respondent Promoter for non registration of this real estate project by its order dated 12.04.2021.

12. The Complainant is also at liberty to move the Adjudicating officer of this Authority for refund and compensation.

13. With the above directions, this Complaint is disposed of.

Sd/-...30.06.2021

MEMBER (M), TNRERA

Sd/-...30.06.2021

MEMBER (J), TNRERA

Sd/-...30.06.2021

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

etc

W. [Signature]
30.6.21

ADMINISTRATIVE OFFICER

by
30.6.21.