



**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.Nos.146, 147 & 148 of 2020

19th day of July, 2021

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

Tvl.

V. Sudha	146/2020	
K. Kalliani	147/2020	... Complainants
P.Sundhararasu	148/2020	

Versus

M/s.Mahindra Lifespace Developers Ltd. ... Respondent

This Complaint came up for final hearing before this Authority in the presence of the Complainants appeared as party in person and of of M/s. Srinath Srideven – Counsel for the Respondent and upon hearing the arguments of all the parties, this Authority passes the following order:

FINAL ORDER

The Complainants have submitted in the Complaint that they have purchased the property (flats) from Mahindra Lifespace Developers Limited (MLDL) in their "Happinest-Avadi" project. There has been willful delay in handing over the flats, booked by them, despite completion of construction, as claimed by the Respondent Builder in October, 2019. The Respondent Builder has sold the property by making false claims, that all necessary facilities viz. Electricity, Water supply, Water Treatment Plant, and Generator Sets have all been made available at the township premises, whereas there was a case pending at Hon'ble High Court of Madras between the Builder and TANGEDCO. The case was filed in April 2018.

2. The Complainants have further submitted that despite the completion of construction of Block-G was completed by October 2019 (as claimed by the MLDL), they continue to delay the handover process citing Covid-19 RERA order. They have against claimed that the construction of "G" Block was completed by October 2019 and that they have applied for Completion Certificate soon thereafter. The Complainants have also stated that the Respondent have again reiterated that they are coordinating with TANGEDCO regarding the supply of electricity and installation of meters, thereby again concealing the fact about the case and the verdict.

3. The Complainants have sought the following reliefs:

- i. MLDL has to handover the flats immediately to the respective owners with all facilities and amenities. Since the construct has already been completed in October*

2019, they cannot request extension of timeline citing whatsoever the reason may be and the extension claimed by them is illegal.

- ii. The Respondents have to ensure that they get the electricity connection from TANGEDCO or else they have to provide the electricity by installing a DG Set, at their own cost while handing over the flats. The Respondents cannot charge the flat owners for the purchase/rental of DG set or recurring expenses on maintenance or diesel. MLDL cannot dictate terms on the usage of electricity by owners. The Respondents cannot compel owners not to use household equipments viz induction stove, air conditioners, geysers, washing machines. MLDL has to ensure DG power 24 x 7, 365 days until such time electrical power from TANGEDCO is available.*
- iii. MLDL continue to mislead the new buyers, by concealing facts, MLDL continues to sell flats in the new Blocks that they are constructing. This amounts to gross deficiency in service and willful cheating. The Complainants request in interim stay on sale of new flats, as a good will gesture for innocent/genuine buyers.*
- iv. MLDL has to bear the litigation charges borne by the Complainants in totality.*

Interim order prayed for:

- i. MLDL has to handover the flats immediately to the respective owners with all facilities and amenities.*
- ii. The Respondents have to ensure that they get the electricity connection from TANGEDCO or else they have to provide the electricity by installing a DG set at their own cost until such time electricity supply from the TANGEDCO is available.*
- iii. Request for an interim stay on registration of sale and construction agreement of new flats until issue with TANGEDCO is resolved and electricity meters are installed to the Block-G.*

4. In the Common Counter Affidavit, the Respondents have submitted that the housing units for Block G are complete and ready for occupation. Block G construction was physically completed as far back as October 2019 itself and application for completion certificate was duly made. The completion certificate for Block G was issued by CMDA on 05.08.2020 only. The Respondents have also stated that the Respondent Company completed construction of 6 Blocks, namely, Block E, Block H, Block I, Block J, Block K and Block L containing 604 dwelling units and had also obtained Partial Completion Certificate from CMDA for the said 6 Blocks vide Letter No.EC/N.11/145/2016 dated 20.04.2016. Thereafter, accepting the same, TANGEDCO provided the single phase electricity connections for all 604 dwelling units. As on date, the said 604 dwelling units have proper metered single phase connections and energy meter.

5. The Respondents have also stated that the TANGEDCO took an unusual stand with respect to Blocks D, F & G and asked for an additional land of 3600 sq. meters for establishing new sub-station, although the accepted load capacity for the whole project does not exceed 5 MVA. Challenging the aforesaid, the Respondent Company had filed a Writ Petition viz. W.P.8171 of 2020. It is true that the W.P. 8171 of 2020 was dismissed by the Hon'ble Single Bench. However the Complainants have failed to bring to the attention of this Authority that the same was reversed in Appeal. The order in W.P.8171 of 2020 was challenged in Appeal. Ultimately, the Hon'ble Division Bench held that TANGEDCO would have to provide electricity connection as it is a 'statutory right'. They also issued a direction to TANGEDCO to expeditiously give power connection. Also the Hon'ble Madras High Court closed the Contempt Petition on 19.01.2021 giving directions to TANGEDCO to provide metered connections to the home buyers of the "Happinest" Project.

6. The Respondent has further submitted that the Respondents had sent possession invite letters dated 25.01.2021 to all the G Block customers including the Complaints herein and the Complainants have accordingly accepted and requested for registration of sale deed for their apartments. The Respondent has also taken online appointment with the office of the Sub-Registrar, Avadi scheduling the registration of sale deed on 1st February, 2021 (For Complaints in C No 147 & 148 of 2020) and 2nd February, 2021 (For Complainant in C No.146 of 2020). The Respondent has also stated that as a goodwill gesture, the Respondent had agreed to supply power through Diesel Generator Sets, until such time that TANGEDCO complied with court orders. It was also agreed that home

buyers will bear the diesel cost. It is pertinent to note the costs for procurement, installation and maintenance of Diesel Generator Sets all are borne by the Respondent Company itself.

7. In the Additional Counter Affidavit, the Respondent has submitted that this Additional Counter Affidavit is filed to bring on record the Order passed by the Hon'ble Madras High Court in Contempt Petition No.1081 of 2020 in WA No.754 of 2020 dated 19.01.2021 giving directions to TANGEDCO to provide metered connections to the home buyers of the "Happinest" Project.

8. In the Rejoinder/Affidavit filed by the Complainants, the Complainants have submitted that it becomes the responsibility of the Respondent to obtain the electricity connection from TANGEDCO or arrange for alternative power supply through DG Sets at the Respondent's cost, rather than demanding the Complainants pay for the same. However, the Respondent has now agreed and handed over the Flat as per the orders of TNRERA dated 6.1.2021. The Respondent has also agreed to provide the electricity connection through DG Sets at the Respondent's cost. The Complainants have further submitted that the claim made by the Respondent under point 3 of the Additional Counter Affidavit dated 2nd February 2021, filed before this Authority, cannot be considered to have complied with all its obligations. The Hon'ble High Court of Madras has clearly stated that if the Respondent does not handover the identified land by stipulated time before 01.07.2021, the TANGEDCO are at liberty to disconnect all the service connections.

9. In the Common written arguments, the Respondents have submitted that nothing survives in the present Complaints as the sale deeds have been executed and registered the with the Complainants and also handed over possession of the units. The Complainants have taken possession of the flats on:

Customer Name	Unit No.	Date of Handover
Kalliani.K	G-317	05-02-21
Mr.Sundharasu & Ms.Sangeetha.J	G-213	01-02-21
Ms.Sudha.V	G-G11	04-02-21

10. The Respondents have also submitted that the Complainants have been provided electricity connection by the Respondent through DG Sets at its cost. This has also been admitted by the Complainants in the Rejoinder dated 12.02.2021 filed by the Complainants. The Respondent is awaiting TANGEDCO's compliance of the Order dated 06.02.2021. The Respondent has undertaken to provide identified land to TANGEDCO within a specified time.

11. The Authority has examined the Complaint, Common Counter Affidavit and Additional Counter Affidavit filed by the Respondent, the Rejoinder Affidavit filed by the Complainant and the Common written submission of arguments filed by the Respondent carefully.

12. Regarding the prayer to hand over the allotted flats immediately to the Allottees with all facilities and amenities, the Authority notes that

the Respondent Promoter has handed over the Flats in February, 2021 to the Complainants.

13. Regarding the prayer for electricity connection from TANGEDCO, the Respondent has submitted that the Complainants have been provided with electricity connection through DG sets at its cost.

14. The Authority directs that the Respondent Promoter shall ensure obtaining permanent domestic electricity connection from TANGEDCO in the name of the Complainants before 31.08.2021, if not done already.

15. The Authority also notes that the Hon'ble High Court of Madras has directed the TANGEDCO to provide temporary electricity service connection to the 340 dwelling units within a period of 2 weeks on filing of online application by each of the occupants of the dwelling units.

16. The Authority also notes that the Hon'ble High Court of Madras has directed the Respondent Promoter to hand over the identified land to TANGEDCO for establishing a Sub-Station on or before 01.07.2021.

17. The Authority also directs the Respondent Promoter to ensure compliance of the directions of the Hon'ble High Court of Madras so that TANGEDCO shall not disconnect temporary service connection if provided already.

18. With the above directions, these Complaints are disposed of.

Sd/-...19.07.2021

MEMBER (M), TNRERA

Sd/-...19.07.2021

MEMBER (J), TNRERA

Sd/-...19.07.2021

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

ADMINISTRATIVE OFFICER

19-7-21

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