



**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.71/2022**

**2<sup>nd</sup> day of June, 2023**

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

Tmt. P.D. Manjula ... Complainant

Versus

M/s. Green Homes ]  
Rep. by its Director, Thiru M. Sudhakar ] Respondent

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The above Complaint came up for final hearing before this Authority in the presence of M/s. A.R.Annadurai – Counsel for the Complainant and of M/s.G.Manoharan – Counsel for the Respondent. The Authority passes the following order:

**ORDER**

The Complainant has submitted in the Complaint that she purchased 425 sq.ft. of undivided equal share of vacant land from and out of Plot No.4 (sub division plot No.4A) and plot No. 4B measuring to an extent of 4437 sq.ft., comprised in Survey No.69 as per patta New S.No.69/7 at

13/5, Sadasivam Nagar 1<sup>st</sup> link Street, Madipakkam, Chennai from 1.Mrs.V.Vasanthi W/o. Veera Ragavan D/o Sethuraman 2.Mr.S.Srinivasan, S/o.Mr.Sethuraman 3. Mr.Ramakishnan S/o.Mr.Sethuraman represented by their general power of attorney agent M/s. Green Homes represented by its proprietor Mr.M.Sudhakar vide sale deed dated 30.1.2019 registered as Document No.487/2019 at SRO Velachery.

2. The Complainant has further submitted that she purchased the said property along with her daughter Mrs.Kaaviyasree and her minor daughter namely I.K.Rakshana Minor by then aged about 8 years and I.K.Saaisavia minor by then aged about 1 year represented by their mother and natural guardian Mrs.Kaaviyasree.

3. The Complainant has also submitted that they also entered into construction agreement dated 30.01.2019 registered as Document No.486/2019 with the Respondent to construct a Flat in the above mentioned address. It is further stated by the Complainant that as per the terms of the construction agreement, the Respondent agreed to construct a flat measuring about 866 sq.ft., built-up area in first floor bearing No.F4 (South facing) covered with car park in the ground floor and agreed to deliver the flat to the Complainant within 12 months after getting the necessary approval from CMDA.

4. It is also stated by the Complainant that in the specification of Common areas the Respondent specifically mentioned about car parking allotted to the Complainant and the Respondent also handed over one letter dated 24.01.2019 by specifying the built up area of the flat and cost

of the flat and that the Respondent also collected Rs.1,50,000/- towards Car parking apart from the total cost of the flat Rs.51,96,000/- and apart from this, the Complainant paid Rs.3,54,000/- totally Rs.57,00,000/-

5. Further, the Complainant has stated that the Respondent initially allotted a place for car parking in the ground floor for the use of the Complainant Flat F4 east to west and specifically mentioned in the chart by mentioning Flat F4. The Complainant has also stated that there was a concrete pillar and wall in front of the car parking area allotted to the Complainant Flat F4 and the Complainant unable to park the car due to erected concrete pillar and wall in the front of the said car parking area. The Complainant has also stated that when the Complainant expressed her inability to park the car in the area allotted to them the Respondent allotted another place for car parking facing north to south adjacent to car parking allotted for Flat No.G1.

6. It is further submitted by the Complainant that thereafter the owners/occupants of flat No.S2 namely Karthika and Vivek parked their Car in the area allotted to the Complainant as per the chart. When the Complainant enquired in this regard, the Respondent requested the Complainant to park their car in the common area of the Ground floor. The Complainant when parked their car in the Common area as directed by the Respondent the other flat owners objected to park the car in the common area and asked the Complainant to park their car in the area allotted to them and not in the common area.

7. The Complainant has prayed for the following reliefs in the Complaint.

- i) Direct the Respondent to restore the car parking area facing north to south already allotted in the ground floor as per Doc.No.5 and as per the construction agreement.
- ii) Direct the Respondent to replace the handle of the door in the room
- iii) Direct the Respondent to repair the crack developed in the wall of the room and leakage of water in the another room
- iv) Direct the Respondent to give the completion letter and E.B. card.

8. In the Counter Statement filed on behalf of the Respondent, it has been submitted by the Respondent that through the letter dated 24.01.2019, the Respondent and Complainant had agreed upon Rs.53,50,000/- as the price of the flat including the car parking, not Rs.51,96,000/- as stated by the Complainant. Apart from the said Rs.53,50,000/-, the Complainant has asked the Respondent to do some alteration works according to her liking in the original construction and also wood work in the flat, which are not included in the original construction agreement, costing Rs.2,50,250/- (additional work Rs.51,600/- + wood work Rs.1,98,650/-) out of which the Complainant still owes the Respondent a sum of Rs.1,50,250/-

9. The Respondent has also submitted that irrespective of the money owed by the complainant to the Respondent, the Respondent had finished all the works in the Complainants flat. Regarding the Complainant's



statement that the Respondent also handed over the parking chart for the flat owners and Respondent initially allotted a place for car parking in the ground floor for the use of the Complainant (Flat F4), east to west and specifically mentioned in the chart are all facts and admitted by the Respondent.

10. The Respondent has further submitted that the Complainant's statement in the para (f) of the Complaint that there was a concrete pillar and wall in the front of the car parking area allotted to the Complainant (Flat F4) and Complainant unable to park the Car due to erected concrete pillar and wall in front of the said car parking area and that when the Complainant expressed her inability to park the car in the area allotted to them, the Respondent allotted another place for the car parking facing north to south adjacent to car parking allotted for flat No.G1, is misleading. The Complainant was allotted previous car parking by showing the sketch of the entire building and car parking area, wherein pillar is clearly shown, but for some reasons the Complainant wanted a different car park area and the Respondent to satisfy the Complainant had allotted the car parking facing north to south adjacent to car parking allotted for flat No.G1 as requested by the Complainant.

11. The Respondent has also submitted that the Respondent never asked the Complainant to park the car in common area, owners of the flat No.S2 has no right over the car park allotted to the Complainant and Complainant is entitled to park the car in the said place.

12. The Respondent submits that Respondent has got nothing to do with the Complainant parking her car in the common area, as the Respondent had never requested her to park the car in common area, the Complainant is having an exclusive car park allotted to her and the Respondent cannot be blamed for the Complainant and the other flat owners fighting with each other.

13. Regarding the Complainant's statement that the Complainant is now unable to park their car in the ground floor, but instead car parking has been allotted to the other eight flat owners by the Respondent and the Complainant left in lurch and mental tension, the Respondent has submitted that they are all wrong and the Respondent had allotted a car park as per the agreement and subsequently had allotted another car park on the request of the Complainant.

14. Finally the Respondent had stated that the Complainant has got her own car parking allotted and she is entitled to use the same. The Respondent further stated that the Respondent is in the process of obtaining completion certificate and assured to furnish the copy of the same to the Complainant. Regarding crack in the wall mentioned by the Complainant, the broken door handle and leakage in another room are all attended by the employees of the Respondent and had fixed the issues as soon as the Respondent came to know about it.

15. The Respondent has also submitted regarding the relief No.1 sought by the Complainant in the Complaint to allot the Car park as per the document No.5 is already complied with and the Complainant is the owner

of the said car park and the Complainant has got every right to utilize the same. Regarding the relief No.2 and 3 were already complied with and the Respondent had attended and fixed the same. With regard to relief No.4, the Respondent is in the process of obtaining completion certificate and will submit the same to the Complainant. Regarding EB card, the same is available with the Complainant.

16. The Respondent Promoter had filed an I.A.No.41/2022 to recall the ex-parte order of this Authority dated 18.08.2022 in this Complaint. The Authority accordingly recalled the order and directed the Respondent Promoter to file Counter Affidavit with specific reference to the reliefs prayed for by the Complainant. The Respondent Promoter has filed the Counter Affidavit.

17. This Authority has examined the Complaint, the Counter Affidavit filed by the Respondent Promoter and written submissions of arguments by both sides carefully.

18. The main prayer of the Complainant Allottee is to restore the car parking area facing North-South already allotted in the ground floor as per the document No.5 filed by the Complainant along with the Complaint.

19. The Respondent Promoter has submitted that this relief sought for by the Complainant has already been complied with.

20. Therefore, this Authority directs the Respondent Promoter to clearly mark the car parking allotted to the Complainant Allottee and handover the same to the Complainant Allottee in the presence of other

co-flat owners whoever chooses to be present after intimating them to avoid future misunderstanding. This shall be done before 31.07.2023.

21. Regarding the relief Nos.2 and 3, the Respondent has stated that they have been complied with.

22. However, the Complainant Allottee has stated that there are cracks and leakages.

23. The Authority directs the Respondent Promoter to ensure that there are no cracks and leakage of water in the apartment. This shall be done before 31.07.2023.

24. Recording the undertaking of the Respondent Promoter that they are in the process of obtaining completion certificate and will hand over the copy of the same to the Complainant, this Authority directs the Respondent Promoter to do so before 31.07.2023.

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

Sd/-...02.06.2023

MEMBER (M), TNRERA

Sd/-...02.06.2023

MEMBER (J), TNRERA

Sd/-...02.06.2023

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

  
F ADMINISTRATIVE OFFICER

2.6.23