



**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.003/2023

20th day of July, 2023

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

Tmt. Latha Srinivasan

.....Complainant

Versus

Tmt. K. Meenakshi, Engineer, Proprietor
M/s. Guna Constructions

.....Respondent

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

FINAL ORDER

The Complainant has submitted in the Complaint that the Respondent herein and the Complainant entered in to an agreement on 24.04.2019 for the purchasing of the plot and construction specified in the land, plot consisting of 1621 sq.ft (150.59 sq.mt.) vacant land with plinth

area proposed to be constructed in the ratio 25'0" x 64'6" = 1621.00 sq.ft. including 987.00 sq.ft. in the ground floor and various specifications mentioned for the construction of the foundation and building assigned with terms and conditions and consideration value of both vacant land and building was fixed as Rs.25,00,000/- and the agreement was executed on 24.04.2019 between the Complainant and the Respondent.

2. The Complainant has further submitted that on 16.04.2019 a Sale Deed for vacant land was executed by the land owner namely Mrs. S.Thangamani wife of A.Subramanian vide Sale Deed Doc.No.1859/2019 on the file of SRO, Thottipalayam within the Registration District of Tiruppur for a sale consideration of Rs.1,36,300/- paid to the property owner and balance amount out of Rs.25,00,000/- agreed for the purpose of construction.

3. The Complainant has also stated that the Respondent also prepared blueprint for construction and the same was approved by the concerned authority Muthalipalayam Panchayat vide Na.Ka.No.96/MuM/2019-20 dated 08.08.2019 and as per the building plan approval, the Respondent has started construction and stopped further construction without completing the building. Also the Complainant has stated that without completing the construction stopped further construction work regarding the building and asked the Complainant to enhance the construction amount of Rs.7 lakhs towards the vacant land as well as construction of building.

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

- a) To pass an order terminating the construction agreement dated 24.04.2019 entered between the Complainant and the Respondent pertaining to the Plot No.24 part "Sri Bannariamman Nagar", Muthalipalayam Village, Tiruppur Taluk, Tiruppur District to an extent of 1621 sq.ft. i.e. 150.59 sq.mt.
- b) To grant permanent injunction against the Respondent restraining the Respondent, her men, agents, servants or any one claiming or acting through him from in any way interfering with the further construction of the construction at Plot No.24 part "Sri Bannariamman Nagar", Muthalipalayam Village, Tiruppur Taluk, Tiruppur District, to an extent of 1621 sq.ft. (150.59 sq.mt.)
- c) To permit the Complainant to engage another builder for completion of the building at Plot No.24 part "Sri Bannariamman Nagar", Muthalipalayam Village, Tiruppur Taluk, Tiruppur District to an extent of 1621 sq.ft. (150.59 sq.mt.)
- d) To award against the Respondent to pay the penalty as well as cost to the Complainant for the violation of the terms and conditions as well as provision of the law.
- e) Award cost of the complaint

f) To pass such further or other orders as this Hon'ble Authority may deem fit and proper in the circumstances of the case and thus render justice.

5. In the Counter Affidavit, the Respondent has submitted that the Complainant offered to buy the part of the site No.24 located in Sri Bannariamman Nagar having an extent of 1621 sq.ft. and proposed to construct the residential building thereon to the extent of 987 sq.ft plinth area at the cost of Rs. 25,00,000/- and the same was reduced into an agreement signed between the Complainant and the Respondent on 24.04.2019.

6. The Respondent further denied other averments stated in the Para No.2 of the complaint that the Respondent stopped the construction work of the building and asked the Complainant to enhance the construction agreement amount and demanding additional amount of Rs.7,00,000/- towards the vacant land as well as the construction of the building. The Respondent has further stated that the Respondent agreed that she has received the sum of Rs.10,69,000/- out of the total agreed amount of Rs.25,00,000/- and that the remaining amount has not been paid by the Complainant till now.

7. It is also submitted by the Respondent that she is doing construction activities in the name of 'Guna Constructions' only for the purpose of construction of buildings as per site plans given by their clients. Hence the Respondent has submitted that she is only a builder and not a land promoter and there is no question of registration before this forum.

She has only facilitated to buy a vacant site for the Complainant as per the request of the Complainant.

8. Further, the Respondent has submitted that 75% of the construction work has been completed, whereas, the Complainant has paid only Rs.10,69,000/- to the Respondent till date. The Respondent has also submitted she had already paid a sum of Rs.7,00,000/- to the property owner as instructed by the Complainant. Hence the amount paid by the Complainant towards construction work is only Rs.3,69,000/-.

9. This Authority has examined the Complaint, the Counter Affidavit filed by the Respondent Promoter and the arguments and written submission of arguments carefully.

10. It is seen from the typed set of papers filed by the Complainant that the page Nos.32 to 34 relates to Agreement between the Complainant and the Respondent. In this Agreement on page No.32, it is clearly mentioned that the consideration is Rs.25 lakhs towards the plot and the building. Therefore the Respondent cannot claim that this Agreement is only an Agreement for construction and not for the plot and construction.

11. Therefore, the Authority holds that the Agreement dated 24.04.2019 (page No.32 of the typed set of papers filed by the Complainant) between the Complainant and the Respondent is just not a mere construction contract, but an Agreement for plot as well as the building.

12. The Respondent has also admitted in the written submission of arguments that the total amount of Rs.25 lakhs consists of land cost of Rs.7 lakhs and construction cost of Rs.18 lakhs.

13. The Complainant in the written submission of arguments has stated that she is ready to undertake to pay Rs.14,31,000/- as stage by stage payment towards construction by the Respondent.

14. Therefore, this Authority directs the Respondent Promoter to complete the construction as per the specification in the Agreement on receipt of the balance construction cost of Rs.14,31,000/- and deliver the house completed in all respects as per the specifications before 31.03.2024.

15. With the above findings and direction this Complaint is disposed of.

Sd/-...20.07.2023
MEMBER (M), TNRERA

Sd/-...20.07.2023
MEMBER (J), TNRERA

Sd/-...20.07.2023
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. Anand
20/7/2023
ADMINISTRATIVE OFFICER

by
20-7-23