

**BEFORE THE TAMIL NADU REAL ESTATE
APPELLATE TRIBUNAL (TNREAT)**

(Tamil Nadu, Puducherry, Andaman &
Nicobar Islands)

(Under the Real Estate Regulation
And Development Act 2016)

DATED 21.06.2021

**Coram : Mr.Justice B.Rajendran, Chairperson
Mr.N.Balasubramanian, Judicial Member
Ms.Leena Nair, Administrative Member**

Appeal No. 50 of 2020

M/s.K.G.Foundations (Pvt) Ltd.,
Represented by its Chairman and Managing Director
Mr.Kishorkumar Gokaldas

... Appellant

-Vs-

1. J.Rajashekar
2. Mani Jayaraj

.... Respondents

This appeal was taken on file on 08.09.2020 and came up for final hearing on 19.04.2021 in the presence of M/s.Anand Sashidharan, Pavithra M.Kabir, Akshay Samadaria and Samyuktha.J., Advocates for the appellant and Mr.S.Kalyanaraman, Advocate for the respondents. Having heard the arguments

of both sides through video conferencing and having stood over for consideration till this date and this Tribunal delivered the following:

ORDER

1. This appeal has been preferred against the order of the Adjudicating Officer in C.C.P.No.216 of 2019 dated 21.02.2020, by directing the promoter to refund booking advance with interest and compensation. The appellant/promoter is the respondent and the homebuyers/respondents are the complainants in the original complaint before the Adjudicating Officer. For easy understanding and to avoid confusion the appellant and the respondents are referred in this appeal as per their original rankings as home buyers and promoter.

2. According to the home buyers, the promoter offered to sell a flat in their project namely 'KG – Signature City' and fixed the cost of the flat as Rs.35,68,000/- and the home buyers accepted to buy the flat for the said cost and paid Rs.1,00,000/- towards booking advance on 27.06.2015. After obtaining details for agreement from the home buyers on 14.07.2015 the executives of the promoter brought an agreement for signature of the home buyers. In the above said agreement mutually agreed terms and conditions were not incorporated, the home buyers insisted for inclusion of the same, the executives took back the agreement and not turned back. The home buyers were ready and willing to purchase a flat and inspite of several e-communications the promoter did not respond. On 14.8.2015, the home buyers sent an email by stating that either to

comply or return the advance amount with interest. Subsequent to that, two mails on 18.09.2015 and 27.03.2016 sent by the home buyers and again on 30.04.2017 demanding return of advance amount. Since no response the home buyers sent legal notices on 10.08.2017 and 27.12.2018 for return of advance amount with interest and compensation. On 12.01.2019 the promoter sent a reply notice by stating that the home buyers shall be entitled to refund advance amount without interest only after deduction of charges. Again on 27.07.2019 an email from the promoter stating that the amount paid is forfeited and booking made by them stands cancelled. Hence the home buyers preferred the complaint before the Adjudicating Officer for return of booking advance with interest and compensation. After contest the Adjudicating Officer directed the promoter to return the booking advance amount with interest and compensation. Aggrieved upon the same, the promoter preferred this appeal.

3. According to the promoter, the complaint itself is not maintainable and the project of the respondent cannot be treated as an ongoing project hence the forum has no jurisdiction. The home buyers and promoter have not signed any agreement and the home buyers merely applied for allotment by paying a sum of Rs.1,00,000/-. Even though the promoter offered to execute the construction agreement and sought details from the home buyers and approached the home buyers for signature in the agreement, the home buyers sent back the agreement by asking to come with a new agreement with a reduced price offer, car park and time limit. To follow the uniform terms and conditions for all the allottees the promoter not agreed for the same. Hence the home buyers demanded entire

advance amount with interest. But as per the terms and conditions for applications of flats the promoter is entitled to deduct Rs.50,000/- towards charges and the home buyers not agreed for the same and came forward with the complaint. The Regulatory Authority, namely the Adjudicating Officer, without jurisdiction passed an order for refund of entire application money with interest and compensation. Hence the promoter preferred this appeal on the following grounds:

- i. The order of the Adjudicating Officer is beyond the scope of the Act and Rules therefore the impugned order is without jurisdiction.
- ii. Since the completion certificate for this project has been issued prior to the notification of the Rules, Real Estate (Regulation and Development) Act, 2016 is not applicable to this project.
- iii. The findings of the Adjudicating Officer is against the decision of this Tribunal in the case M/s.SPR & RG Construction Pvt. Ltd. Vs. Mrs.Subashini Thulasiram dated 19.06.2019.
- iv. The home buyers are not at all an allottee under Section 2(d) of the Act hence Sections 11, 13, 18 and 19 of the Real Estate (Regulation and Development) Act, 2016 are not applicable.

4. The learned counsel for the promoter would submit that there is no privity of contract between the promoter and home buyers and more over the home buyers refused to sign in the agreement. In such circumstances, they have no locus standi to invoke the provisions of the Real Estate (Regulation and Development) Act, 2016. For awarding compensation, by invoking Section 18 of

the Real Estate (Regulation and Development) Act, 2016, the ingredients are to be fulfilled. The first one is if the promoter fails to complete or is unable to give possession of an apartment in accordance to the terms of the agreement or discontinuance of business or any loss caused due to defective title or if the promoter fails to discharge any other obligations imposed by the Act, Rules and Regulations or in accordance with the terms and conditions of the agreement. In this case the home buyers never entered into an agreement with the promoter and there is no allegation that the promoter has violated any provisions of the Real Estate (Regulation and Development) Act, 2016. In such circumstances the order of the Adjudicating Officer is against Section 18 regarding compensation. Regarding refund of advance amount is concerned the home buyers after knowing fully well about the terms and conditions in the allotment form and failed to get back the deduction amount hence refund of advance amount is also against Section of the Act. The learned Adjudicating Officer without following the provisions of the Act awarded compensation and ordered refund with interest against the provisions of the Real Estate (Regulation and Development) Act, 2016. Therefore, it has to be set aside.

5. The learned counsel for the home buyers would submit that the Learned Adjudicating Officer after analyzing the entire facts of the case considering the irresponsible and high handed attitude of the promoter awarded compensation and ordered refund with interest as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and there is no infirmity in the findings of the Adjudicating Officer therefore the appeal has to be dismissed.

6. Points for consideration:

1. Whether the order of the Adjudicating Officer is without jurisdiction?
2. Whether the order of refund by the Adjudicating Officer is against Section 18(1) of the Real Estate (Regulation and Development) Act, 2016?
3. Whether awarding of interest by the Adjudicating Officer is against Rule 19(2) of the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017?
4. Whether awarding of compensation by the Adjudicating Officer is against Section 18(2) of the Real Estate (Regulation and Development) Act, 2016?
5. Whether the appeal deserves to be allowed or not?

Point No.1:

7. On the side of the appellant the learned counsel vehemently attacked the jurisdiction of the Adjudicating Officer and maintainability of the complaint of the home buyers. There are 19 grounds putforth by the appellant by questioning the impugned order. Out of which ground No.A is the formal one and ground No. B is with regard to jurisdiction, ground Nos. C, E, G and H are with regard to completed projects, ground Nos.D and F are with regard to previous judgment of this Tribunal, grounds Nos. I to M are with regard to the term allottee, ground

Nos. N and P are with regard to non application of mind, ground No. O is with regard to non raising plea of home buyers, ground Nos. Q, R and S are with regard to applicability of sections 18 and Rule 19. Now let us discuss the first ground namely regarding jurisdiction. According to the promoter their project is an exempted project on the date of enforcement of the Real Estate (Regulation and Development) Act, 2016. On the side of the promoter they have cited this Tribunal's judgment in Appeal No.2/2019, M/s.SPR & RG Construction Pvt. Ltd. Vs. Mrs.Subashini Thulasiram dated 19.06.2019 in support of their contention. Against the order of this Tribunal in the above said A.No.2/2019 dated 19.06.2019 second appeal was preferred by the Home buyer in C.M.S.A.No.22 of 2019 in which the Division Bench of the Honble High Court gave a verdict on 15.09.2020 which runs as follows:

"It is well settled law that the parent Act will prevail over the rules and there cannot be any rules contrary to Act. Assuming that Rule 2(h)(ii) gives some relief to the 1st respondent, it is in contrary to Section 3 of the Act. When the Act has come into force on 01.05.2017, the first respondent should have complied with. The principle that the subordinate legislation cannot be in violation of the Act is supported by following decisions of the Apex Court:

1.Ramesh Mehta Vs. Sanwal Chand Singhvi reported in 2004 (5) SCC 409.

2.Global Energy Ltd., Vs. Central Electricity Regulation Commission reported in (2009) 15 SCC 570.

The State Government Rule 2(h)(ii) is contrary to Section 3 of the Act and therefore the first respondent cannot take advantage of the same and claim exemption from registration."

8. As per the above Division Bench Verdict of the Hon'ble Madras High Court the parent Act will prevail over the Rules. Now let us see the relevant Section and Rules.

Section 3(2)(b) : where the promoter has received completion certificate for a real estate project prior to commencement of this Act;

Rule 2(h) : "Ongoing project" means, a project where development is going on and for which completion certificate has not been issued but excludes such projects which fulfill any of the following criteria on the date of coming into force of sub-section (1) of section 3 of the Act:-

(i) " " " "

(ii) : the projects in Chennai Metropolitan Area for which application for completion certificate has been filed with Chennai Metropolitan Development Authority subject to furnishing certificate from the architect/licensed surveyor/structural engineer associated with the project to the effect that all the buildings in the projects have been structurally completed i.e. all the columns, beams and slabs have been erected supported with photographs. Chennai Metropolitan Development Authority will issue, completion certificate for those projects in compliance with Completion Certificate norms prescribed. In Completion Certificate filed cases, if the Completion Certificate is rejected by Chennai Metropolitan Development Authority for violation of norms, such projects will be intimated to the Real Estate Regulatory Authority and will be bound for registration with Real Estate Regulatory Authority. The details of all projects where Completion Certificate application has been filed with Chennai Metropolitan Development Authority prior to notification of these rules will be disclosed to the public by publishing the list of all such 2 projects on the website of Chennai Metropolitan Development Authority and Real Estate Regulatory Authority immediately after notification of these rules.

9. In Section 3(2)(b) and Rule 2(h) in both provisions the crucial date for the completion certificate is prior to the commencement of the Act. Section 3 came into force on 1.5.2017 the Rule came into force on 22.06.2017. The

promoter applied for completion certificate on 31.05.2017 i.e. after Section 3 of the Act came into force. The above verdict of the Hon'ble Madras High Court is also very clear that Tamil Nadu Rule 2(h)(ii) itself contrary to Section 3 of the Act. So the promoter cannot claim any advantage under Rule 2(h)(ii). Therefore the project of the promoter has not been issued any completion certificate prior to the commencement of the Act i.e. on 01.05.2017 and it is only an ongoing project. The learned Adjudicating Officer has also rightly concluded that the project of the promoter is an ongoing project. Hence the grounds put forth by the promoter as the order of the Adjudicating Officer is without jurisdiction is not sustainable. Point No.1 is answered accordingly.

Point No.2:

10. According to the promoter, by relying Section 18(1) of the Act, if the promoter fails to complete or is unable to give possession of an apartment within the stipulated date or due to discontinuance of his business the promoter is liable to return the amount. But in this case no such completion or time stipulated in the agreement. Hence, the order of the Adjudicating Officer is against Section 18 of the Act. On perusal of the order of the Adjudicating Officer in answer for point No.2 Section 18(1) was not invoked. The learned Adjudicating Officer came to a conclusion for the refund of money on the ground that the contract can be finalized only on negotiation of acceptable terms and conditions of both the parties and the terms and conditions contemplated in the allotment form is a unilateral one and it amounts to unfair trade practice. As per section 13 of the Real Estate (Regulation and Development), Act 2016 it is the bounden duty of the

promoter to enter into an agreement while receiving advance amount of Rs.1,00,000/-. But in this case, the promoter without entering into an agreement simply show the allotment order and on the back side of the same the promoter has narrated as terms and conditions and got the signature. The terms and conditions have to be accepted or not accepted by showing the same to the party, who is willing to enter into the agreement, and after acceptance of the same only the signature to be obtained then only the advance amount has to be received but here the promoter after receipt of the booking amount Rs.1,00,000/-. Furthermore, on perusal of the Ex.A1, application for allotment it appears to be filled by the promoter company staff itself and not by the applicants. If really the applicants applied for flats they have to fill up the application by their own handwriting and for acceptance of the terms and conditions they have to specifically sign in the terms and conditions itself. But in Ex.A1 the application form no such signature was obtained in the terms and conditions. For the receipt of Rs.1,00,000/- as booking advance the promoter has issued a filled up application with details of flats and terms and conditions in which in the front page signature of the applicants were obtained. The terms and conditions are only unilateral and not bilateral that is why the learned Adjudicating Officer came to a conclusion that it amounts to unfair trade practice. During course of arguments the learned counsel for the promoter would submit that the plea of unfair trade practice was not taken by the home buyers before the Adjudicating Officer and suo motu the Learned Adjudicating Officer has stated as unfair trade practice. As per section 7 (1) (c) of the Real Estate (Regulation and Development), Act 2016 if the promoter is involved in any kind of unfair

trade practice or irregularity the authority is empowered to revoke the registration on receipt of a complaint or suo motu. Further the promoter failed to comply Section 11(3) of the Real Estate (Regulation and Development), Act 2016 hence the Learned Adjudicating Officer came to a conclusion that the promoter involved in unfair trade practice. Ex.A1 application for allotment does not contain the particulars as contemplated under Section 11(3) of the Real Estate (Regulation and Development), Act 2016. Therefore this Tribunal comes to a conclusion that there is no infirmity in the findings and the authority has got power under Section 37, 38 of the Act to issue direction to the promoter. As such the Learned Adjudicating Officer has directed the promoter to refund the booking advance with interest. Furthermore, the agreement between the promoter and home buyers are not a concluded contract hence Section 18 (1) of the Real Estate (Regulation and Development), Act 2016 is not applicable and hence the Learned Adjudicating officer has invoked Section 37 and 38 of the Real Estate (Regulation and Development), Act 2016 and directed the promoter to refund the booking advance amount with interest. Therefore, this Tribunal comes to a conclusion that the grounds put forth by the promoter to interfere with the findings of the Adjudicating Officer with regard to refund of booking advance and interest is not acceptable. The point No. 2 is answered accordingly.

Point No.3:

11. According to the promoter awarding of interest is contrary to the allotment form Ex.B1 as well as Real Estate Rule 19(2), since the allottees are not entitled to claim interest or compensation when the allottee has defaulted in

making timely payments. In this case the home buyers had miserably failed in making timely payments therefore they are not entitled neither for interest nor compensation. Admittedly, the promoter received booking advance of Rs.1,00,000/- from home buyers and the promoter has not obtained any sale agreement with the home buyers. According to the home buyers mutually agreed terms and conditions were not incorporated in the draft agreement sent by the promoter the home buyers asked to come with rectified agreement. But the promoter admitted the refusal of the home buyers to sign the agreement by stating reason that the home buyers wanted to include reduced price, etc. when the home buyers themselves admitted the cost of the flat and paid advance of Rs.1,00,000/- after that seeking the written agreement for reduced price is unbelievable one. If really that is the truth the promoter would have very well replied for the mails sent by the home buyers, the home buyers were waiting from 14.08.2015 to 29.04.2017 then only on 30.04.2017 they are seeking refund of money. The above said mail was acknowledged only on 21.04.2019 i.e., after 4 years. For legal notice dated 27.12.2018 on 12.01.2019 the promoter sent reply by stating that the applicant shall be entitled to the refund of advance amount without interest only after deduction of charges. Again on 27.07.2019 by mail the promoter informed that booking amount paid is forfeited. When there is no forfeiture clause in the Ex.A1 and the promoter retained the booking advance without any reply and reason cannot enrich himself with the money of the home buyers hence the learned Adjudicating Officer awarded interest for the booking advance amount by invoking Rule 18 of the Tamil Nadu Real Estate Rules but the learned advocate for the promoter would submit that as per Rule 19(2) the

allottees are not entitled to claim interest or compensation when the allottee has defaulted in making timely payments. Admittedly there is no concluded contract between the promoter and home buyers. Moreover the home buyers even not admitted the terms of agreement and they were not in agreed terms and they are only in the initial stage. Hence the learned Adjudicating Officer considering the enrichment of the home buyers' money without any reply awarded interest as per Rule 18 for the said amount. Therefore this Tribunal comes to a conclusion that there is no infirmity or miscarriage of justice in the findings of the learned Adjudicating Officer with regard to awarding of interest. The point No. 3 is answered accordingly.

Point No.4 :

12. According to the promoter Section 18(2) only provides for compensation due to defective title and Section 18(3) provides for the power to direct payment of compensation if the promoter fails to discharge the obligations under the Act, Rules or the agreement for sale. In the present case there is no finding of violation of any specific provision of the Act or the Rules made there under and there is no agreement for sale therefore the Adjudicating Officer has no power to grant compensation.

13. Section 13 of the Real Estate (Regulation and Development) Act, 2016 runs as follows:

Section 13: No deposit or advance to be taken by promoter without first entering into agreement for sale.

(1) A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.

(2)

14. As per Section 13 there are two obligations on the promoter before getting advance payment or application fee i.e. entering into a written agreement for sale and register the said agreement. In the present case the promoter has not done so and simply received a sum of Rs.1,00,000/- from the home buyers without any agreement and registration it is not disputed hence Section 18(3) of the Real Estate (Regulation and Development) Act, 2016 is clearly violated by the promoter. Section 18(3) of the Real Estate (Regulation and Development) Act, 2016 runs as follows:

Section 18 : Return of amount and compensation.

(1)

(2)

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.

15. In Section 13 (1) there is a clear obligation imposed by the Act to the promoter but the promoter failed to discharge that obligation hence the promoter shall be liable to pay compensation to the allottee as per Section 18(3) of the Act. The learned Adjudicating Officer has invoked Section 18(3) and not 18(2) and awarded compensation of Rs.25,000/- for mental agony. It is not the case of the promoter that the quantum of compensation is excessive or abnormal and the

only question awarding compensation without power. The Section 18(3) of the Real Estate Act clearly empowered the Adjudicating Officer awarding compensation. Therefore, this Tribunal comes to a conclusion that there is no infirmity in the findings of the Adjudicating Officer in awarding compensation. Section 18(2) is not applicable to the facts of this case since there is no concluded contract. Point No.4 is answered accordingly.

Point No.5:

16. In point Nos.1 to 4 it was decided that the Learned Adjudicating Officer has got jurisdiction to entertain the claim petition and empowered to pass an order of refund with interest and compensation. Admittedly, the booking advance money paid on 06.07.2015 as per Ex.A2 acknowledgment. On 08.07.2015 particulars for sale agreement furnished by the home buyers after that the promoter's representative attempted to get signature in the agreement which were not agreed by the home buyers. Hence the home buyers asked the said representative to incorporate mutually agreed terms but they have not turned up hence the home buyers sent mail on 14.08.2015, 18.09.2015 and 27.03.2016 even then no reply hence on 30.04.2017 the home buyers sought for return of the amount by mail then by notice dated 10.08.2017 and 27.12.2018. Only for the second legal notice the promoter replied that he is entitled for refund without interest after deducting charges. Subsequently on 27.07.2019 sent a mail by stating that booking amount paid is forfeited and the booking made is cancelled. The promoter after 4 years from the date of payment informed about the forfeiture. Before that in the reply notice dated 12.01.2019 offered to return with

deductions. Again after 6 months the promoter informed about the forfeiture. The attitude and intention of the promoter clearly reveals that the promoter has no intention to return the amount even with deduction. The stand taken by the promoter without assigning any valid reason according to the provisions of the Real Estate (Regulation and Development) Act, 2016 is not sustainable and not acceptable. Hence the learned Adjudicating Officer has ordered refund with interest and compensation.

17. Now we have to analyze whether the awarded interest and compensation is according to law as contemplated under section 72 of the Real Estate (Regulation and Development) Act, 2016. It is relevant to mention Section 72 here:

Section 72: *Factors to be taken into account by the adjudicating officer.*

While adjudging the quantum of compensation or interest, as the case may be, under section 71, the adjudicating officer shall have due regard to the following factors, namely:— (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default; (b) the amount of loss caused as a result of the default; (c) the repetitive nature of the default; (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice. CHA

18. As per Section 72 while awarding interest and compensation the above four factors have to be taken into account. In the present case on 30.04.2017 the home buyers demanded refund for which on 12.01.2019 the promoter accepted to refund without interest after deducting charges. Then again on 27.07.2019 dated mail forfeited entire amount. Retaining of amount for four years without any information or reason hit by the first factor as contemplated under Section

72. The rate of interest charged as per Rule 18 of the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017. So there is no infirmity. Now let us see the quantum. From the date of demand i.e. 30.04.2017, the home buyers are entitled to interest. So, from the next day from 1.5.2017 to till date of order i.e.. 21.2.2020 totally 3 years 7 months and 19 days. As per the award interest rate is 10.05% per annum. For Rs.1,00,000/- one year interest comes to Rs.10,050/- and for 3 years 7 months 19 days interest comes to Rs.36,542.98 and compensation if added it comes to Rs.61,542.98 it amounts to 61% of default amount Rs.1,00,000/- so certainly it is unreasonable. The calculation of interest only as per the Rule 18 contemplated in the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017. It cannot be curtailed. Hence awarding of compensation of Rs.25,000/- is not just compensation and highly excessive and without any basis. The non-transparency attitude of the promoter leads to awarding of compensation in addition to interest. If compensation is not awarded it will defeat the very purpose of the enactment of the Real Estate (Regulation and Development) Act, 2016. Hence this Tribunal decided to fix reasonable and just compensation.

19. At this juncture it would be appropriate to recall the relevant principles relating to assessment of just compensation and the same is available in the following verdict of the Apex Court:

(2003) 7 SCC 197

Divisional Controller, KSRTC vs Mahadeva Shetty and another

It has be to be borne in mind that the compensation is not expected to be a wind fall for the victim. Statutory provisions clearly indicate the compensation must be "just" and it cannot be a

bonanza; not a source of profit but the same should not be a pittance. The Courts and Tribunals have a duty to weigh the various factors and quantify the amount of compensation, which should be just. What would be "just" compensation is a vexed question. Every method or mode adopted for assessing compensation has to be considered in the background of "just" compensation which is the pivotal consideration. Though by use of the expression "which appears to it to be just" a side discretion is vested on the Tribunal, the determination has to be rational, to be done by a judicious approach and not the outcome of whims, wild guesses and arbitrariness. The expression "just" denotes equitability, fairness and reasonableness, and non- arbitrary. If it is not so it cannot be just.

20. By following the above principle compensation has to be fixed. As an ordinary prudent business man can expect reasonable return of his capital investment. For example in a firm a partner, who has no expected expenses, he would not withdraw his share of profit and invest the profit in the same firm by lending the same to the firm certainly he would fetch a reasonable interest and guaranteed interest @ 12% per annum. Likewise for a sum of Rs.1,00,000/- @ 1,00,000/- @ 12% p.a. reasonable expectation of income would be Rs.12,000/- p.a. by applying the above principle the home buyers is getting by way of interest Rs.10,050/- p.a. The reasonable rate is only 12% p.a. already got 10% by way of interest and available balance only 2% p.a. is reasonable and just. So reasonable and just rate @ 12% for 3 years 7 months 19 days total comes to Rs.43,633/-. Already @ 10.05% got Rs.36,543/-. Hence the balance 2% comes to Rs.7,091/- as rounded of Rs.7000/-. As per the above reasonable calculation the compensation is only Rs.7000/-. The same principle was already adopted by this

Tribunal in A.No.47/2020 dated 04.11.2020. Therefore this Tribunal fixed the compensation only Rs.7000/- instead of Rs.25,000/-. By modifying the quantum of compensation this Tribunal comes to a conclusion that this appeal is deserves to be partly allowed with regard to quantum of compensation and regarding other aspect the order of the Adjudicating Officer is confirmed. The point No.5 is answered accordingly.

21. In the result, the appeal is partly allowed by modifying the quantum of compensation as Rs.7000/- instead of Rs.25,000/-. Regarding the other findings namely rate of interest and return of amount the order of the Adjudicating Officer in C.C.P.No.216 of 2019 dated 21.02.2020 is confirmed. The promoter is directed to pay the home buyer a sum of Rs.1,00,000/- towards refund and interest at the rate of 10.05% per annum from 1.5.2017 to till date of realization and directed to pay a sum of Rs.7000/- towards compensation. The promoter is directed to pay the above said amount to the home buyers within a period of 30 days from the date of receipt of this order.

This Order is directly dictated to the Stenographer and typed in the computer by her, corrected and pronounced by us in the open court on 21st Day of June 2021.

Sd/- xxxx
CHAIRPERSON

Sd/- xxxx
ADMN. MEMBER

Sd/- xxxx
JUDL. MEMBER