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 27.01.2021

Coram : Mr.N.Balasubramanian, Judicial Member
Ms.Leena Nair, Administrative Member

Appeal No. 66 of 2020

1. M/s.KP Developers
   A Partnership Firm Constituted under
   The Partnership Act 1932

2. M/s. KP Estates
   A Partnership Firm Constituted under
   The Partnership Act 1932

3. M/s. Rudradev Aviation Pvt Ltd.
   A Company incorporated under the
   Companies Act, 1956

4. M/s.NHD Developers,
   A Partnership Firm Constituted under
   The Partnership Act 1932

5. M/s. KP Homes
   A Partnership Firm Constituted under
   The Partnership Act 1932

6. M/s. Adinath Infrastructure,
   A Partnership Firm Constituted under
   The Partnership Act 1932

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7. M/s. Amar Prakaash Developers Pvt Ltd.,
Rep by its Managing Director,
A Company incorporated under the
Companies Act, 1956

(Appellants 1 to 6 represented through their power agent 7th appellant herein)

... Appellants

-Vs-

K. Suresh Kumar ... Respondent

This appeal was taken on file 29.10.2020. The appellants appeared through Counsels M/s.D. Ravichander and P.Dinesh Kumar and the respondent appeared through Counsels M/s. Malini George, J. Aswin Raj and V.Priyanka. The application under Section 43(5) of the Act in M.A.No.136/2020 came up for final hearing on 06.01.2021 and heard both sides through video conferencing and this Tribunal passed an order by directing the appellants to pay 40% of the total amount as ordered by the court below on or before 25.01.2021 failing compliance to deposit, the appeal will be dismissed automatically and posted for compliance on 27.01.2021. On that day the appellants' counsel represented that conditional order was not complied and sought for further time. Considering the order passed by this Tribunal as a conditional order this Tribunal delivered the following:

ORDER

2. The respondent booked a residential flat with the 7th appellant in their project. The appellants 1 to 6 are the land owners and are represented by the 7th Appellant builder. On 18.09.2013 the respondent and the appellants entered into a

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construction agreement. The appellants under took to deliver the completed apartment on or before December 2015. The respondent paid the entire cost of the flat. But the appellants demanded interest amount and insisted the respondent to take a flat in another phase. The flat was not delivered till date, hence the respondent sought for refund of the amount with compensation. After contest the Adjudicating Officer allowed the complaint in part and directed the appellants to refund the sale consideration along with interest and compensation with costs. Aggrieved upon the same the appellants preferred this appeal along with waiver application. Before hearing the appeal the waiver application was heard and ordered that the appellants are directed to deposit 40% of the amount ordered by the Adjudicating Officer on or before 25.01.2021. Since the appellants failed to comply the order this Tribunal passed the following order:

> ***"The respondent's counsel present in the video conferencing. No representation for the appellant. The appellant also not present. The appellant counsel subsequently appeared and seeks time for payment. Since it is a conditional order, time cannot be granted. The appellant failed to comply the order dated 06.01.2021 hence Appeal is dismissed for non compliance. The connected Miscellaneous Applications are closed."***

This Order is directly dictated to the Stenographer, transcribed and typed in the computer by her, corrected and pronounced by us in the open court on 27th Day of January 2021.

Sd/- xxxx
ADMINISTRATIVE MEMBER

Sd/- xxxx
JUDICIAL MEMBER