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 26.04.2021

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

Appeal No. 1 of 2021

M/s. Vijay Shanthi Builders Ltd.,
Rep by its Managing Director,
Chandan Kumar Jain ... Appellant

-Vs-

1. Mrs. Urmila Modi (Deceased)
2. Abhishek Modi
3. M/s. Influence Infrastructure,
   Rep. by its Partner Naresh Kumar Jain
4. M/s.Influence Enterprises (India) Pvt. Ltd.
   Rep. by its Managing Director,
   Naresh Kumar Jain ... Respondents

This Appeal was preferred against the order of Adjudicating Officer in C.C.P.No.168/2019 dated 28.10.2020. This Appeal was taken on file on

04.01.2021 and came up for final hearing in M.A.No.02/2021 under Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 and ordered to pre-deposit of 40% of the total amount ordered by the court below. For compliance of pre-deposit order the matter came up in the presence of appellant's counsel Mr.K.Chandrasekaran on 26.04.2021 and the counsel represented through video conferencing that writ petition is pending before the Hon'ble Madras High Court and posted to 28.04.2021 and sought for time. Considering the non compliance of the pre-deposit order this Tribunal delivered the following:

ORDER

1. The respondents 1 and 2 are the proposed purchasers and entered into sale and construction agreement. The 4th respondent entered into a joint development agreement with the owners of the land and authorized the 3rd respondent to carry out the project. On 07.06.2012 the respondents 1 and 2 entered into a tripartite agreement with the respondents 3 and 4 for the purchase and construction of the villa in the project. The appellant who is a reputed builder was associated with the development of the project. The total sale consideration was fixed at Rs.2,52,25,000/- and the respondents 1 and 2 paid a sum of Rs.1,83,72,550/- which is 72% of the total value of the villa. The respondents 3 and 4 agreed to complete the construction and deliver the possession of the villa on or before 07.02.2013. Since the promoters failed to deliver the villa and not yet commenced the construction the respondents 1 and 2 approached the

Adjudicating Officer for refund of sale consideration paid by them and for other reliefs. The appellant and other respondents denied the allegations of the respondents 1 and 2. After contest the Learned Adjudicating Officer allowed the complaint in part and ordered refund of amount with interest and compensation. Aggrieved upon the same the appellant herein preferred this appeal along with waiver application. In the waiver application this Tribunal ordered 40% of the total amount ordered by the court below. Since the appellant failed to comply the order this Tribunal delivered the following order:

"The appellant is represented by its counsel. The appellant has not complied with the order passed under Section 43(5), in spite of extension of time granted in M.A.No.2/2021. Consequently, for non compliance of the order passed under Section 43(5), the appeal is dismissed. No costs."

Connected Miscellaneous applications are closed.

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 26th Day of April 2021.

Sd/-xxxx
CHAIRPERSON

Sd/-xxxx
ADMN. MEMBER

Sd/-xxxx
JUDL. MEMBER