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. 12 of 2021

1. M/s. Influence Infrastructure,
   Rep. by its Partner Naresh Kumar Jain

2. M/s.Influence Enterprises (India) Pvt. Ltd.
   Rep. by its Managing Director,
   Naresh Kumar Jain ... Appellants

-Vs-

1. Mrs. Urmila Modi (Deceased)
2. Abishek Modi
3. M/s. Vijay Shanthi Builders Ltd.,
   Rep by its Managing Director,
   Chandan Kumar Jain ... Respondents

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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 18.02.2021 and came up for final hearing in M.A.No.21/2021 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 appellants' counsel M/s.S.Revathy, E.Thamizhannai and A.Nafise Begam and 2nd respondent's counsel M/s. Anant Merathia, Ranghasayee, Priyanka Varma, Poornima Devi and Rishi Srinivas.G and 3rd respondent's counsel M/s.R.Parthasarathy, Rahul Balaji, Madhan Babu, Vishnu Mohan and K.Chandrasekaran on 26.04.2021 and the appellants' counsel through video conferencing represented that they have not complied the order and sought for further extension of 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 2nd appellant entered into a joint development agreement with the owners of the land and authorized the 1st appellant to carry out the project. On 07.06.2012 the respondents 1 and 2 entered into a tripartite agreement with the appellants 1 and 2 for the purchase and construction of the villa in the project. The 3rd respondent, 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

appellants 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 appellants and 3rd respondent 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 appellants 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 appellants failed to comply the order this Tribunal delivered the following order:

"Both sides are represented by their respective counsels. The appellants have not complied with the order passed under Section 43(5), inspite of extension of time granted in M.A.No.21/2021. 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