

**IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
AT NEW DELHI**

NC/CC/83/2026

Nikhil Mehta & Anr. ... Complainants

Versus

Gardenview Abode Pvt. Ltd. & Ors. ... Opp. Parties

BEFORE:

**HON'BLE MR. JUSTICE A.P. SAHI, PRESIDENT
HON'BLE MR. BHARATKUMAR PANDYA, MEMBER**

For Complainants : Ms. Sonal Mehta, Complainant No. 2
in person through VC

Dated: 10.08.2026

ORDER

1. This consumer complaint has been filed by a couple alleging deficiency in service against the OPs Builder cum Developer in having failed to fulfil the promises for delivering a premises that was booked by the complainants in a project titled "Mantri Blossom" launched by the OPs (previously Mantri Developers Pvt. Ltd, Bengaluru). The complainants are stated to have paid a sum of Rs. 2,13,08,983/- for their subject apartment Unit B902 in June, 2016.

2. Admittedly, the complainants filed a complaint before the Karnataka RERA in December, 2023. According to the complainant unlawful demands were raised in 2025 and there is a continuing deficiency of the compliance of the RERA orders as well as other deficiencies as well. The complainant alleges that this is not a complaint for re-litigating the RERA proceedings

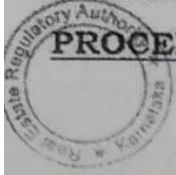
which was only concerned with a statutory refund under Section 18 of the RERA Act. It is urged that the present complaint arises from independent and subsequent causes of action as the project has undergone SARFAESI possession on 21.06.2024 and the OPs have also raised unlawful demands in September, 2025 with a continued non-compliance of the RERA order. Consequently, these events have been pleaded to urge that this is a continuing deficiency in service and unfair trade practice and therefore the present complaint is maintainable, and that the Doctrine of Election will have no application to the present proceedings.

3. The principal prayer made in the present complaint is for a refund of Rs. 2,13,08,983/- paid by the complainant with 21% interest thereon and also compensation as well as other heads of exemplary damages that have been detailed in paragraph 9 of the complaint. A consolidated relief table has been extracted in paragraph 9D. Learned counsel has also relied on the order passed by this Commission in the case of ***Nikhil Kumar Garg vs. Garden View Abode, CC No. 344 of 2020*** claiming a similar relief where delay compensation was also awarded.

4. In the instant case, the complainants admittedly had filed Complaint no. 01817 of 2023 before Karnataka RERA. The order passed by the Authority on 17.10.2025 is extracted hereinunder:

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Karnataka Real Estate Regulatory Authority,
1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027



PROCEEDING OF THE AUTHORITY BEFORE BENCH 4

PRESENT:

SHRI RAKESH SINGH, HON'BLE CHAIRMAN

DATED THIS 17 OCTOBER 2025

COMPLAINT NO.01817/2023

COMPLAINANT.....

1. NIKHIL MEHTA

2. SONAL MEHTA

(Both are residing at)

C/o Mehta Uniforms, No.28, Huriopet,

27th Cross, R.T.Street, Chickpet Cross,

Bengaluru Urban-560053.

(Rep.By. Chethan Advocate).

V/S

RESPONDENT.....

**GARDENVIEW ABODE PRIVATE
LIMITED**

Mantri House 41 Vittal Mallya Road,

Bengaluru Urban-560001.

(Rep.By.Harsha D Joshi Chethan kumar
and Dhananjay advocates)

PROJECT NAME:

MANTRI BLOSSOM 1

REGISTRATION NO:

PRM/KA/RERA/1251/310/PR/

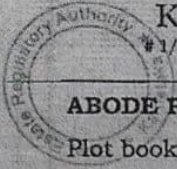
171017/000505.

JUDGEMENT

1. The Complaint is filed on 09.12.2023 under section 31 of Real Estate (Regulation and Development) Act, 2016 against Project "MANTRI BLOSSOM 1" situated at Lalbagh Fort Road, Sudhamanagar, Bengaluru South, Bengaluru Urban. Developed by the Respondents for the relief of Directing the Respondents/Promoter "GARDENVIEW

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ABODE PRIVATE LIMITED to refund with compensation by cancelling
Plot booking due to delay in possession.

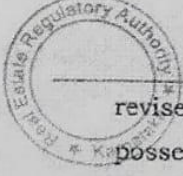
- The Project has registered under RERA Vide Registration No. **PRM/KA/RERA/1251/310/PR/171017/000505**. Valid till 30.10.2021.

The brief facts of the complaint are as under:-

- The Complainant in his online complaint narrated that "The Respondent/Developers took up a project **"MANTRI BLOSSOM 1"** situated at Lalbagh Fort Road, Sudhamanagar, Bengaluru South, Bengaluru Urban. The Complainant booked the Plot No.B902 dated 30.07.2016 and paid the booking amount of Rs.63,09,920/- (Sixty Three Lakhs Nine Thousand Nine Hundred and Twenty Only).
- The Respondent promised to handover the Plot within 24 Months but till today they are not able to complete the work of the project. The Respondent project has two wings - **"MANTRI BLOSSOM 1"** and **"MANTRI BLOSSOM 2"**. The 2nd Wing work is completely halted from the past few years. The project would not be completed even within the next 36 Months. Both the projects are attached to one another, the amenities and several access points of the project would inaccessible completely till whole project is completed.
- The Complainants have not received the possession of the Flat even after the delay exceeding more than Seven years from the date of booking. The builder had offered and promised to handover the possession of the apartment within 24 Months from the date of signing the Agreement of Sale of undivided share and interest in the land and Agreement of Construction dated 02.08.2016.
- The due date for handing over the possession of the apartment was not mentioned in the agreements handed over to the Complainant. But as stated on K-RERA website details the project completion date is 31.07.2017. As per the email dated 22.06.2017 the Respondent has

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revised the possession date to 31.10.2019. The builder revised the possession date again to 30.10.2020 despite getting Covid-19 extension of 6 Months by K-RERA Authorities.

7. The delay in handing over the possession is more than 7 years and it constitutes a fundamental breach of the agreement by the Respondent. The delay has caused significant financial hardship and mental stress to the Complainant. He has been deprived of use and enjoyment of the property, and had incur additional expenses due to the lack of permanent accommodation.
8. The Complainants prayed for an order to refund Rs.2,12,52,216/- (Two Crores Twelve Lakhs Fifty Two Thousand Two Hundred and Sixteen Only)) with interest and compensation for delay of 7 years period. The Complainants also submits that as per the goodwill of the builder and in anticipation to receive the possession of the Flat early, the builder has provided offering of 12% interest per annum extra benefit for the excess payment made on 01.01.2018. The Respondent has issued credit note of Rs.1,14,97,183/- (One Crore Fourteen Lakhs Ninety Seven Thousand One Hundred and Eighty Three Only). The statement of account given by the Respondent shows that the Complainants have paid Rs.2,12,52,216/- (Two Crores Twelve Lakhs Fifty Two Thousand Two Hundred and Sixteen Only) Hence this complaint. Hence this Complaint.
9. In support of the claim, the Complainant has produced documents such as copies of Construction Agreement, Welcome Letter, Agreement of Sale, Credit note for excess payment.
10. After Registration of the complaint, this Authority had issued notices to both the parties to appear before this Authority. In response to the notice, the Respondent has appeared before the Authority through their counsel. The Respondent contested the matter by filing the statement of objections.

Writ

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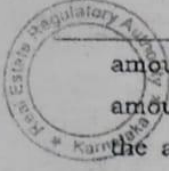
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11. It is contended that the Complainants have booked the Flat No.B-902 in the project **MANTRI BLOSSOM** in the year 2016. The Agreement of Sale of undivided share of interest in the land and Agreement of Construction dated 02.08.2016 is clearly stating that the Respondent has entered into an Agreement of Sale of an apartment unit bearing No.B-902, situated in 9th Floor, with a super built up area of 3160 Sq.ft.
12. It is also expressed in clause 6.1 of the Construction Agreement, this Respondent promise to handover the possession of the said apartment in December 2018, subject to receiving the Occupancy Certificate from Statutory Authorities and subject to receipt of all the payments from the Complainants and the limitation as set out in said Agreement in B schedule and clause 3 of the Agreement.
13. The Condition stipulated for handing over of possession is subject to variations on account of force majeure events or acts of God or non availability of materials, water and electricity supply etc. The purchaser shall not be entitled to claim any damages, losses against the developer under these circumstances on the ground of delay/ deficiency.
14. Due to heavy and continuous rainfall and flooding in the project site, the construction work could not be carried out for Three to four Months in year 2018 and 2019, which is beyond the control of the Respondent. Due to curb on sand mining, and strike by the sand suppliers there was non - availability of good quality sand, resulted in delay in executing the project work. Added to this the Covid-19 pandemic and lockdown led to inevitable delay. The RERA Authorities considering the lockdown as issued circular dated 19.05.2020 and extended 6 Months time for completion of all the projects and also extended the timeline for completion till 30.10.2020.
15. The Complainant being a speculative investor/consumer/allottee not deserves the protection under the act, without payment of the balance

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amount within stipulated time. The Complainant failed to pay the amount even after issuing the demand notice. It is also submitted that the averments made by the Complainants are not totally correct. The market risks, approvals from Government authorities, Covid-19, fluctuation in the market etc., will play a major role. Further the Respondent has given extension letter reiterating the above problem. As such, the claimants are not entitled to make such an exorbitant claim. Hence, Respondent prayed for dismissing the complaint.

16. In support of the defence, the Respondent produced the documents such as Agreement of Construction, Credit note issued by Mantri Developers, Agreement of Sale of undivided Share of land, Payment receipts, Account Statement for Mantri Developers, Allotment Letter from developer, Booking Confirmation letter, Id proof of both Complainants, Memo of Calculation, Unit Price Calculation, and Email copies to Mantra Developers.

17. This matter was heard on 25.04.2024, 02.09.2024, 30.09.2024, 04.11.2024, 19.11.2024, 26.11.2024, 23.12.2024, 21.01.2025, and 05.03.2025.

18. Heard Arguments

19. On the above averments, the following point would arise for my consideration:

- 1) Whether the Complainant is entitled for the relief claimed?
- 2) What order?

20. My answer to the above points are as under:

- 1) In the Affirmative
- 2) As per the final order for the following:

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REASONS

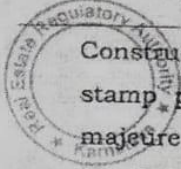
21. **Finding on point No.1:-** From the materials placed on record, it is apparent that "The Respondent/Developers took up a project **"MANTRI BLOSSOM 1"** situated at Lalbagh Fort Road, Sudhamanagar, Bengaluru South, Bengaluru Urban. The Complainant booked the Plot No.B902 dated 30.07.2016 and had paid the booking amount of Rs.63,09,920/- (Sixty Three Lakhs Nine Thousand Nine Hundred and Twenty Only).
22. The Respondent promised to handover the Plot within 24 Months but till today they have not able to complete the work of the project. The Respondent project has two wings - **"MANTRI BLOSSOM 1"** and **"MANTRI BLOSSOM 2"**. The 2nd Wing work is completely halted from the past few years. The project would not be completed even within the next 36 Months. Both the projects are attached to one another, the amenities and several access points of the project would inaccessible completely till whole project is completed.
23. The Complainants have not received the possession of the Flat even after the delay exceeding more than Seven years from the date of booking. The builder had offered and promised to handover the possession of the apartment within 24 Months from the date signing the 'Agreement of Sale of undivided interest and share in the land' and 'Agreement of Construction dated 02.08.2016'.
24. The due date for handing over the possession of the apartment was not mentioned in the agreements handed over to the Complainants. But as stated on K-RERA website details the project completion date is 31.07.2017. As per the email dated 22.06.2017 the Respondent has revised the possession date to 31.10.2019. Despite the Respondent getting Covid-19 extension of 6 Months by K-RERA Authorities, the builder revised the possession date again to 30.10.2020. There is an inordinate delay in handing over the possession. Both the Agreement of Sale of undivided interest and share in the land' and 'Agreement of

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Construction was made on 02.08.2016 as per the date mentioned on the stamp paper. Therefore, apart from the delay exempted under force majeure event of Copvid-19, the prolonged delay of 7 years is not justifiable by any reasons assigned by the Developer. The rain and non-availability of sand at that time does not in any way take away the effect of inordinate delay in completion and handover the possession of the Flat. There is a breach of terms of booking and Agreements by the Respondent.

25. Hon'ble Supreme court in Appeal No.6750-57/2021 in the case of M/s Newtech promoters and developers Private Limited Versus State of UP & others, which is held as under:

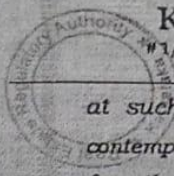
"Section 18(1) of the Act spells out the consequences possession of an apartments, plot or building either in terms of the agreements for sale or complete the project by the date specified therein or on account of discontinuance of his business as a revocation of the registration under the Act or any other reason, the allottee/home buyer holds an unqualified right to seek refund of the amount with interest at such rate as may be prescribed in this behalf".

26. In the Judgment reported in Civil Appeal no.3581-3590 of 2020 at Para 23 between M/s Imperia Structures Limited Vs Anil Patni & Another by Hon'ble Supreme Court it is held that:

"In terms of section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment duly completed by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received by him in respect of that apartment if the allottee wishes to withdraw from the project. Such right of an allottee is specifically made "without prejudice to any other remedy available to him". The right so given to the allottee is unqualified and if availed, the money deposited by the allottee has to be refunded with interest

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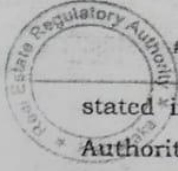
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at such rate as may be prescribed. The proviso of section 18(1) contemplates a situation where the allottee does not intend to withdraw from the project. In that case, he is entitled to and must be paid interest for every month of delay till the handing over of the possession. It is upto the allottee to proceed either under section 18(1) or under the provision of section 18(1). The case of Himanshu Giri came under the later category. The RERA Act thus definitely provides a remedy to an allottee who wishes to withdraw from the project or claim return on his investment."

27. The purport and object of RERA Act is to develop and promote Real Estate sector and at the same time to safe guard the interest of Purchasers. The Act gives protection to home buyer and enhanced transparency and "Accountability" in Real Estate transactions and ensure efficient project execution as per plan and dispute resolution.
28. It is also submitted that the Promoter/Respondents fail to discharge obligations under the Act in accordance with the terms and conditions of the 'Agreement of Sale of undivided interest and share in the land' and 'Agreement of Construction dated 02.08.2016'. Therefore, the claim of the Complainant is deserves to be considered on fact as well as in accordance with law. At the same time the exemption provided due to Covid -19 pandemic and the time extended by K-RERA through circular dated 19.05.2020 is deserves to be conferred in favour the Respondent while awarding the relief.
29. The Respondent has not taken any specific defence to resist the claim of the Complainants and also to justify the inordinate delay in completion of the project and handover the Flat to the Complainants. The Respondent has not placed any data on record as to the rain and non-availability of sand hampered the project work. The alternative availability of material that could used to cope up with the project work is not stated by the Respondent. The Complainant placed relevant document with cogent evidence and the same is corroborated with fact

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stated in the Compliant. These being the facts, no option left to this Authority other than to accept the claim of the Complainants, subject to the exemption provided due to Covid-19 and the time extended by K-RERA Vide Circular.

30. Therefore, it is incumbent upon the respondent to refund the amount with interest which is determined as under:

Interest Calculation Till 30/04/2017 (Before RERA)

S.NO	DATE	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	INTEREST @9%
1	30-05-2016	50,000	304	30-04-2017	3,747
2	30-06-2016	50,000	304	30-04-2017	3,747
3	31-07-2016	5,00,000	273	30-04-2017	33,657
4	31-07-2016	5,00,000	273	30-04-2017	33,657
5	31-07-2016	5,00,000	273	30-04-2017	33,657
6	31-07-2016	5,00,000	273	30-04-2017	33,657
7	31-07-2016	7,50,000	273	30-04-2017	50,486
8	31-07-2016	7,50,000	273	30-04-2017	50,486
9	31-07-2016	5,00,000	273	30-04-2017	33,657
10	31-07-2016	5,00,000	273	30-04-2017	33,657
11	31-07-2016	5,00,000	273	30-04-2017	33,657
12	31-07-2016	5,00,000	273	30-04-2017	33,657
13	31-07-2016	5,00,000	273	30-04-2017	33,657
14	31-07-2016	5,00,000	273	30-04-2017	33,657
15	31-07-2016	5,11,798	273	30-04-2017	34,451

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S.NO	DATE	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	INTEREST @9%
16	07-04-2017	36,000	23	30-04-2017	204
17	07-04-2017	35,118	23	30-04-2017	199
18		71,82,916		TOTAL INTEREST (11)	4,79,890

Interest Calculation From 01/05/2017 (After RERA)

S.NO	DATE FROM 01/05/2017	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	MCLR INTEREST X%	INTEREST RATE X+2%	INTEREST @X+2%
1	01-05-2017	71,82,916	2499	04-03-2024	8.15	10.15 as on 01-05-2017	49,91,605
2	01-01-2018	22,50,000	2254	04-03-2024	8.1	10.1 as on 01-01-2018	14,03,346
3	01-01-2018	22,50,000	2254	04-03-2024	8.1	10.1 as on 01-01-2018	14,03,346
4	01-01-2018	1,04,000	2254	04-03-2024	8.1	10.1 as on 01-01-2018	64,865
5	01-01-2018	11,11,000	2254	04-03-2024	8.1	10.1 as on 01-01-2018	6,92,941
6	01-01-2018	11,11,000	2254	04-03-2024	8.1	10.1 as on 01-01-2018	6,92,941
7	01-01-2018	1,04,000	2254	04-03-2024	8.1	10.1 as on 01-01-2018	64,865
8	02-01-2018	34,650	2253	04-03-2024	8.1	10.1 as on 01-01-2018	21,601
9	02-01-2018	34,650	2253	04-03-2024	8.1	10.1 as on 01-01-2018	21,601
10	09-04-2018	17,00,000	2156	04-03-2024	8.35	10.35 as on 01-04-2018	10,39,310
11	09-04-2018	13,00,000	2156	04-03-2024	8.35	10.35 as on 01-04-2018	7,94,766

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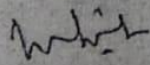
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S.NO	DATE FROM 01/05/2017	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	MCLR INTEREST X%	INTEREST RATE X+2%	INTEREST @X+2%
12	09-04-2018	17,00,000	2156	04-03-2024	8.35	10.35 as on 01-04-2018	10,39,310
13	09-04-2018	13,00,000	2156	04-03-2024	8.35	10.35 as on 01-04-2018	7,94,766
14	09-04-2018	5,00,000	2156	04-03-2024	8.35	10.35 as on 01-04-2018	3,05,679
15	09-04-2018	5,00,000	2156	04-03-2024	8.35	10.35 as on 01-04-2018	3,05,679
16	21-04-2018	35,000	2144	04-03-2024	8.35	10.35 as on 01-04-2018	21,278
17	21-04-2018	35,000	2144	04-03-2024	8.35	10.35 as on 01-04-2018	21,278
18	09-08-2018	28,102	2034	04-03-2024	8.45	10.45 as on 01-08-2018	16,364
19	09-08-2018	28,101	2034	04-03-2024	8.45	10.45 as on 01-08-2018	16,364
20	16-08-2018	282	2027	04-03-2024	8.45	10.45 as on 01-08-2018	163
21	16-08-2018	282	2027	04-03-2024	8.45	10.45 as on 01-08-2018	163
22	TOTAL AMOUNT	2,13,08,983				TOTAL INTEREST (I2)	1,37,12,231

Memo Calculation

PRINCIPLE AMOUNT (A)	INTEREST (B = I1 + I2 + I3) AS ON 04-03-2024	REFUND FROM PROMOTER (C)	TOTAL BALANCE AMOUNT (A + B - C)
2,13,08,983	1,41,92,121	0	3,55,01,104

31. Having regard to all these aspects and the cogent evidence placed on records it would be just and appropriate to direct the Respondent to



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refund the amount with interest to the Complainant. Accordingly the point No.1 is answered in the Affirmative.

32. The final order in the present Complaint could not be passed within the stipulated period as prescribed under section 29(4) of the Real Estate (Regulation and Development) Act of 2016, due to multiple adjournments sought by advocates/parties and other procedural reasons.
33. My answer to the point no 2. In view of the above discussion, this complaint deserves to be allowed. Hence, I proceed to pass the following:

ORDER

In exercise of the powers conferred under section 31 of the Real Estate (Regulation and Development) Act, 2016, the Complaint bearing No.01817/2023 is hereby allowed as under:

- The Respondents are hereby directed to refund the amount of Rs.3,55,01,104/- (Three Crores Fifty Five Lakhs One Thousand One Hundred and Four rupees Only) along with interest calculated @ 9% from 30.06.2016 to 30.04.2017 (Prior to RERA) and at the rate of MCLR +2% from 01.05.2017 to 04.03.2024 (after RERA) to the Complainant within 60 days from the date of this Order.
 - The interest due from 05.03.2024 up to the date of final payment will be calculated likewise and paid to the Complainant as per the order.
 - The Complainant is at liberty to initiate action in accordance with law, if the Respondent fails to comply with the order.
- No order as to costs.

(RAKESH SINGH)
Chairman
K-RERA

A. UMADEVI
Under Secretary

Karnataka Real Estate Regulatory Authority
Bengaluru

Page 12 of 12

Signature: *[Signature]*
Name: Mrs. Sonal Mehta (Complainant No. 2)

Certified True Copy
25/03/2026

Signature: *[Signature]*
Name: Mr. Nishil Mehta (Complainant No. 1)

Place: Bengaluru

5. It is undisputed that the complainants have sought enforcement of the said order in accordance with the provisions of the said Act.

6. We have considered the submissions raised by the complainants and there cannot be any dispute that the remedies available under the Consumer Protection Act, 2019 can be availed of in terms of Section 100 of the Act which is extracted hereinunder:

*100. The provisions of this Act shall be **in addition to and not in derogation** of the provisions of any other law for the time being in force.*

7. The aforesaid provision is *pari materia* to Section 3 of the repealed 1986 Consumer Protection, Act. The said provisions have been interpreted time and again and the complainant no. 2 who has appeared in person is correct in her submissions that having approached the RERA Authorities, does not in any way deprive the complainants of their right to seek an appropriate remedy under the Consumer Protection Act, 2019 as held by the Apex Court in the case of ***Imperia Structures Ltd. vs. Anil Patni & Anr., (2020) 10 SCC 783***. The said principle was also followed in a case pertaining to the existence of an arbitration clause where the Apex Court held that such an arbitration clause does not oust the jurisdiction of the consumer commissions as observed in ***Emaar MGF Land Ltd. vs. Aftab Singh, (2019) 12 SCC 751***. The said issue was also examined in the context of the SARFAESI proceedings and all these principles were reiterated in the latest decision of the Apex Court in the case of ***T.K.A. Padmanabhan vs. Abhiyan Cooperative Group Housing Society Ltd. through its Secretary, 2026 SCC OnLine SC 1160***. There are distinguishable features when it comes to

protections being claimed by Builders after having undergone insolvency proceedings as held by the Apex Court in the case of ***Ghanshyam Mishra & Sons Pvt. Ltd. vs. Edelweiss Asset Reconstruction Company Ltd., (2021) 9 SCC 657***, but we are not concerned with any such proceedings as in the present case, the order of the RERA Authority granting refund together with interest is already in favour of the complainant. The decision has been rendered prior to the institution of this complaint. This is not a case where the proceedings before the RERA or any other Authority are pending, but is a case where the proceedings under RERA have been finalized.

8. We may point out that the Doctrine of Election has been explained by the Apex Court in the case of ***Ireo Grace Realtech Pvt. Ltd. vs. Abhishek Khanna, (2021) 3 SCC 241*** and in the case of ***Neena Aneja & Anr. vs. Jai Prakash Associates Ltd., (2022) 2 SCC 161***. In the present case, the complainants had elected to approach RERA where the relief sought for refund already stands granted under the Order quoted hereinabove and therefore calling for a relief to the same effect in the present case, with some added items, will not in any way alter the claim in order to enable us to assume jurisdiction over the same subject matter.

9. There could have been an agreement on the contention raised by the complainants, but for the observations made in this regard in the latest decision of the Apex Court in the case of ***Mansi Brar Fernandes vs. Shubha Sharma & Anr., 2025 SCC OnLine SC 1972, paragraph 15.2***, which is extracted hereinunder:

15.2. *In this necessary in this backdrop to reiterate certain settled principles :*

- *The RERA, remains the primary forum for redressal of homebuyers' grievances;*
- *The Insolvency and Bankruptcy Code is a forum of last resort, intended to secure revival and completion of viable projects, not to serve as a debt recovery mechanism; and*
- *Consumer forums should confine themselves to adjudicating individual service deficiencies, thereby avoiding conflicting or overlapping orders across multiple fora.*

The same decision in paragraph 18.4.6 has observed as follows:

18.4.6. *However, it must be clarified that the distinction between speculative investors and genuine homebuyers is relevant only at the stage of initiation of the corporate insolvency resolution process. Such allottees are not barred from filing claims for the principal amount invested, or from pursuing remedies before other fora in accordance with law.*

Application to the present appeals, viz., C.A. Nos. 3826 of 2020 and 3903 of 2022

10. In our considered opinion, when once the very same subject matter of refund which, is the principal claim in the present proceedings, has been adjudicated and the matter is pending enforcement before the RERA Authority, it will not be appropriate for this Commission to entertain the same prayer, keeping in view the principles as indicated in the judgment of **Mansi Brar Fernandes (supra)** by the Apex Court. Even otherwise, this will amount to a multiplicity of proceedings being entertained in another jurisdiction which is of a summary nature and would amount to a parallel forum being utilised for the same relief that has already been granted by an equally efficacious forum. In addition thereto, the principles of Doctrine of Election would also apply as

explained by the Apex Court in the case of ***Ireo Grace Realtech Pvt. Ltd. (supra)*** and ***Neena Aneja & Anr. (supra)***.

11. The complainant however urged that in spite of having approached the RERA Authorities for enforcement of its order, nothing has happened and that the complainants are facing great hardship in the light of the allegations which they have made in their complaint. Even otherwise the complainants are entitled to further additional benefits that have been prayed for in the complaint.

12. In view of what has been stated above, we see no reason to entertain this complaint which is consigned without prejudice to the rights of the complainants to enforce the order passed by RERA or in the event they seek any further remedy, they can seek such relief as may be permissible in law as observed by the Apex Court in the case of ***Ibrat Faizan Vs. Omaxe Buildhome Pvt. Ltd., 2022 SCC OnLine SC 620*** and ***Universal Sompco General Insurance Co. Ltd. Vs. Suresh Chand Jain & Anr., 2023 SCC OnLine SC 877.***

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(A.P. SAHI, J)
PRESIDENT

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(BHARATKUMAR PANDYA)
MEMBER