

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

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

PROCEEDINGS OF THE AUTHORITY BEFORE FULL BENCH
DATED 08th April 2026

PRESENT

SHRI. RAKESH SINGH, HON'BLE CHAIRMAN

SHRI G.R REDDY, HON'BLE MEMBER

COMPLAINT NO: 01380/2025

COMPLAINANT....

MRIDULA KRISHNAPUR

336, 41st cross, 1st Main, 8th Block, Jayanagar,
Bengaluru Urban - 560070

(In Person)

Vs

RESPONDENT.....

BANGALORE DEVELOPMENT AUTHORITY.,

T.Chowdalah Road Kumarapark West
Bengaluru Urban - 560020

(Rep. by. Shri B. Vachan Advocate)

JUDGEMENT

1. This complaint is filed by the complainant under section 31 of the RERA Act against the project "**Formation of Nadaprabhu Kempegowda Layout**" developed by **Bangalore Development Authority.**, seeking relief of direction to the respondent to pay interest on delay period.
2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/310/PR/180518/001726 valid till 31.12.2021.





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3. Said project is situated at Survey No. 18/2 Kengeri Hobli. Bengaluru South, Bengaluru Urban.

Brief facts of the complaint are as under:-

4. The complainant had purchased a site bearing no. 456 on 8th block of sector-B in the project "Formation of Nadaprabhu Kempegowda Layout" of the respondent under lease cum sale deed dated 10.06.2020 for a total sale consideration of Rs. 96,87,510/- (Ninety-Six Lakh Eighty-Seven Thousand Five Hundred and Ten Only). He was allotted the said site on 11th Oct 2018 as per allotment letter. As demanded by the BDA he had paid the entire sale consideration of the site on 5th Feb 2019. BDA after a substantial delay finally registered the Lease cum sale deed on 10th June 2020 and handed over a "Possession Certificate" on 16th June 2020. However, the allotted site's possession was handed over without any infrastructure required make a suitable site to build the house there. BDA has failed to provide the promised basic infrastructure / facilities such as water, sewerage, electricity, street lights, roads, parks and other civic amenities. Till today the development is not complete. Hence, this complaint.
5. After registration of the compliant, in pursuance of the notice the respondent has appeared before this Authority through its counsel, but not contested the matter by filing the statement of objections, producing documents etc. on its behalf.

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6. The complainant in support of his claim has produced / uploaded documents such as copies of lease cum sale dated 10.06.2020, allotment letter date 11.10.2018 and possession letter dated 16.06.2020.

7. The respondent has not produced any documents on its behalf.

8. Hearings of this matter were conducted on 09.02.2024, 12.05.2025, 13.06.2025, 14.07.2025, 06.08.2025, 01.09.2025, 04.11.2025, 15.12.2025 and 22.01.2026.

9. Heard Arguments.

10. **On the above averments, the following points would arise for our consideration: -**

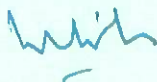
1. Whether the complainant is entitled for the relief claimed?
2. What order?

11. **Our answer to the above points is as under: -**

1. In the Affirmative.
2. As per final order for the following.

REASONS

12. **Our answer to Point No.1:** - It is not in dispute that the complainant had purchased a site bearing no. 456 on 8th block of sector-B in the project "Formation of Nadaprabhu Kempegowda Layout" of the respondent under lease cum sale deed dated 10.06.2020 for a total sale consideration of Rs 96,87,510/- (Ninety-Six Lakh Eighty-Seven Thousand Five





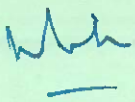
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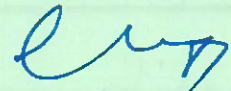
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Hundred and Ten Only). It is equally undisputed that the respondent had handed over possession of said site to the complainant as per possession certificate dated 16.06.2020. However, the respondent had failed to complete the project within the stipulated period and was unable to provide all the amenities as agreed. Consequently, the complainant was constrained to approach this forum by filing this complaint.

13. Here in this case, the complainant has approached this forum seeking relief of direction to the respondent to pay interest on delay period on the grounds that though the possession of the said site is given to him, it is not in a condition to construct a house there. Because the respondent had not provided any amenities such as water, sewerage, electricity, street lights, roads, parks and other civic amenities till date. Admittedly, the possession of the said site is handover to the complainant. His grievances are that as the respondent has not provided the aforesaid amenities he could not construct the house there.
14. Mere execution of sale deed and handover possession of property to the allottee is not sufficient without providing the promised basic infrastructure / facilities. Though the title of the property is transferred in favour of allottee, he would not use and enjoy his property if the basic amenities have not been provided. Here in this case, though the possession of the said site is given to the complainant, he cannot construct a house





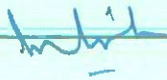
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there unless and until basic infrastructure/facilities have been provided by the respondent.

15. In general, to have his own cozy house is everyone's dream. To fulfil that dream one would take risk of investing all his lifetime savings and raise loans in terms of lakhs or crores which would take away rest of his life in repaying the same. That being so, the developer who promises to fulfil dream of owning the house shall conduct himself in equally responsible manner. If he resorts to use the hard-earned money of investors in a reckless manner, it would not only shatter the dreams of investors, but also make him run from pillar to post by incurring heavy investment as well as legal expenses. Though the complainant had paid the entire sale consideration of the said site to the respondent in the year 2020 itself, she is deprived of use and enjoyment of her site.
16. However, the respondent has failed to complete the project as promised and had executed the sale deed of the site of the complainant. Having failed to discharge his duty and obligation as per the provisions of RERA Act, certainly entitles the complainant from claiming interest on delay period.
17. It is pertinent to note that the respondent had executed the sale deed of the said site in the favour of the complainant by receiving entire sale consideration without completion of the project and handover of possession of the site.





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18. Mere handover of possession of open space to the allottee is of no use without providing basic facilities such as water and electricity connections, drainage, road and street lights etc. Without these facilities one cannot use and enjoy his property.
19. At this juncture, our attention is drawn towards the decision of the Hon'ble Supreme Court of India in Appeal No.6750-57/2021 M/s. New tech Promoters V/s. The state of Uttar Pradesh, it is held as under: -

Para No.22:- "If we take a conjoint reading of subsections (1), (2) and (3) of section 18 of the Act, the different contingencies spelt out therein, (A) the allottee can either seek refund of the amount by withdrawing from the project; (B) such refund could be made together with interest as may be prescribed; (C) in addition, can also claim compensation payable under sections 18(2) and 18(3) of the Act; (D) the allottee has the liberty, if he does not intend to withdraw from the project, will be required to be paid interest by the promoter for every months' delay in handing over possession at such rates as may be prescribed'.

20. The complainant has submitted her memo of calculation from 05.03.2019 to 02.02.2026 and claimed an amount of Rs.68,77,797/- (Sixty-Eight Lakh Seventy-Seven Thousand Seven Hundred and Ninety-Seven Only). Having regard to all

Page 6 of 12

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

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these aspects, this Authority concludes that the complainant is entitled for an amount of Rs.56,03,736/- for the period from 10.06.2020 (date of sale deed) till date of completion of basic amenities.

21. Since there is neither objections nor rebutted to the MOC filed by the respondent, this Authority is of the view that, the MOC dated 10/06/2020 filed by the complainant shall be considered and proceeded for calculation of delay period interest.

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 96,87,510						
1	10.06.2020	05-07-2020	25	7.55	9.55 as on 10-05-2020	63,366
2	05-07-2020	05-08-2020	31	7.3	9.3 as on 10-06-2020	76,518
3	05-08-2020	05-09-2020	31	7.3	9.3 as on 10-07-2020	76,518
4	05-09-2020	05-10-2020	30	7.3	9.3 as on 10-08-2020	74,049
5	05-10-2020	05-11-2020	31	7.3	9.3 as on 10-09-2020	76,518
6	05-11-2020	05-12-2020	30	7.3	9.3 as on 10-10-2020	74,049
7	05-12-2020	05-01-2021	31	7.3	9.3 as on 10-11-2020	76,518
8	05-01-2021	05-02-2021	31	7.3	9.3 as on 10-12-2020	76,518
9	05-02-2021	05-03-2021	28	7.3	9.3 as on 10-01-2021	69,113
10	05-03-2021	05-04-2021	31	7.3	9.3 as on 10-02-2021	76,518
11	05-04-2021	05-05-2021	30	7.3	9.3 as on 10-03-2021	74,049
12	05-05-2021	05-06-2021	31	7.3	9.3 as on 10-04-2021	76,518
13	05-06-2021	05-07-2021	30	7.3	9.3 as on 15-05-2021	74,049

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14	05-07-2021	05-08-2021	31	7.3	9.3 as on 15-06-2021	76,518
15	05-08-2021	05-09-2021	31	7.3	9.3 as on 15-07-2021	76,518
16	05-09-2021	05-10-2021	30	7.3	9.3 as on 15-08-2021	74,049
17	05-10-2021	05-11-2021	31	7.3	9.3 as on 15-09-2021	76,518
18	05-11-2021	05-12-2021	30	7.3	9.3 as on 15-10-2021	74,049
19	05-12-2021	05-01-2022	31	7.3	9.3 as on 15-11-2021	76,518
20	05-01-2022	05-02-2022	31	7.3	9.3 as on 15-12-2021	76,518
21	05-02-2022	05-03-2022	28	7.3	9.3 as on 15-01-2022	69,113
22	05-03-2022	05-04-2022	31	7.3	9.3 as on 15-02-2022	76,518
23	05-04-2022	05-05-2022	30	7.3	9.3 as on 15-03-2022	74,049
24	05-05-2022	05-06-2022	31	7.4	9.4 as on 15-04-2022	77,340
25	05-06-2022	05-07-2022	30	7.5	9.5 as on 15-05-2022	75,642
26	05-07-2022	05-08-2022	31	7.7	9.7 as on 15-06-2022	79,809
27	05-08-2022	05-09-2022	31	7.8	9.8 as on 15-07-2022	80,631
28	05-09-2022	05-10-2022	30	8	10.0 as on 15-08-2022	79,623
29	05-10-2022	05-11-2022	31	8	10.0 as on 15-09-2022	82,277
30	05-11-2022	05-12-2022	30	8.25	10.25 as on 15-10-2022	81,613
31	05-12-2022	05-01-2023	31	8.35	10.35 as on 15-11-2022	85,157
32	05-01-2023	05-02-2023	31	8.6	10.6 as on 15-12-2022	87,214
33	05-02-2023	05-03-2023	28	8.6	10.6 as on 15-01-2023	78,774
34	05-03-2023	05-04-2023	31	8.7	10.7 as on 15-02-2023	88,036
35	05-04-2023	05-05-2023	30	8.7	10.7 as on 15-03-2023	85,197
36	05-05-2023	05-06-2023	31	8.7	10.7 as on 15-04-2023	88,036

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37	05-06-2023	05-07-2023	30	8.7	10.7 as on 15-05-2023	85,197
38	05-07-2023	05-08-2023	31	8.7	10.7 as on 15-06-2023	88,036
39	05-08-2023	05-09-2023	31	8.75	10.75 as on 15-07-2023	88,448
40	05-09-2023	05-10-2023	30	8.75	10.75 as on 15-08-2023	85,595
41	05-10-2023	05-11-2023	31	8.75	10.75 as on 15-09-2023	88,448
42	05-11-2023	05-12-2023	30	8.75	10.75 as on 15-10-2023	85,595
43	05-12-2023	05-01-2024	31	8.75	10.75 as on 15-11-2023	88,448
44	05-01-2024	05-02-2024	31	8.85	10.85 as on 15-12-2023	89,271
45	05-02-2024	05-03-2024	29	8.85	10.85 as on 15-01-2024	83,511
46	05-03-2024	05-04-2024	31	8.85	10.85 as on 15-02-2024	89,271
47	05-04-2024	05-05-2024	30	8.85	10.85 as on 15-03-2024	86,391
48	05-05-2024	05-06-2024	31	8.85	10.85 as on 15-04-2024	89,271
49	05-06-2024	05-07-2024	30	8.85	10.85 as on 15-05-2024	86,391
50	05-07-2024	05-08-2024	31	8.95	10.95 as on 15-06-2024	90,093
51	05-08-2024	05-09-2024	31	9	11.0 as on 15-07-2024	90,505
52	05-09-2024	05-10-2024	30	9.1	11.1 as on 15-08-2024	88,381
53	05-10-2024	05-11-2024	31	9.1	11.1 as on 15-09-2024	91,328
54	05-11-2024	05-12-2024	30	9.1	11.1 as on 15-10-2024	88,381
55	05-12-2024	05-01-2025	31	9.1	11.1 as on 15-11-2024	91,328
56	05-01-2025	05-02-2025	31	9.1	11.1 as on 15-12-2024	91,328
57	05-02-2025	05-03-2025	28	9.1	11.1 as on 15-01-2025	82,489
58	05-03-2025	05-04-2025	31	9.1	11.1 as on 15-02-2025	91,328
59	05-04-2025	05-05-2025	30	9.1	11.1 as on 15-03-2025	88,381

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60	05-05-2025	05-06-2025	31	9.1	11.1 as on 15-04-2025	91,328
61	05-06-2025	05-07-2025	30	9.1	11.1 as on 15-05-2025	88,381
62	05-07-2025	05-08-2025	31	9.1	11.1 as on 15-06-2025	91,328
63	05-08-2025	05-09-2025	31	8.9	10.9 as on 15-07-2025	89,682
64	05-09-2025	05-10-2025	30	8.85	10.85 as on 15-08-2025	86,391
65	05-10-2025	05-11-2025	31	8.85	10.85 as on 15-09-2025	89,271
66	05-11-2025	05-12-2025	30	8.85	10.85 as on 15-10-2025	86,391
67	05-12-2025	05-01-2026	31	8.85	10.85 as on 15-11-2025	89,271
68	05-01-2026	02-02-2026	28	8.8	10.8 as on 15-12-2025	80,260
					TOTAL DELAYED INTEREST as on 02/02/2026	56,03,736

22. Considering all these facts and circumstances of the cases herein, we are of the considered view that the complainant is entitled for the relief claimed.

23. In response to the notice the respondent has appeared before this Authority through its counsel. However, the respondent has not contested the matter by filing statement of objection, producing documents on their behalf etc. So, nothing is forthcoming from respondent nor rebutted to any of these allegations. When specific allegations are made and remain unrebutted, adverse inference is liable to be drawn. The absence of rebuttal, coupled with documentary material and multiple similar complaints, clearly establishes the primary responsibility that the delay in completion and non-provision of

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amenities is attributable to the respondent-Developer. Accordingly, the point raised above is answered in the Affirmative.

24. 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.
25. **Our answer to point No.2:-**In view of the above discussion, this complaint deserves to be allowed. Accordingly, we 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.01380/2025** is hereby allowed as under: -

1. The respondent is hereby directed to pay a sum of Rs.56,03,736/- (Fifty Six Lakh Three Thousand Seven Hundred And Thirty Six Only) towards interest on delay period calculated at SBI MCLR+2% from 10/06/2020 till 02/02/2026 to the complainant within 60 days from the date of this order.
2. Further, the interest from 03/02/2026 till the date of completion of basic amenities will be calculated likewise and paid to the Complainants.

with

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3. The complainant is liberty to enforce this order in accordance with law, if the respondent fails to comply with the same.

No order as to cost.


(G.R.REDDY)
MEMBER
K-RERA


(RAKESH SINGH)
CHAIRMAN
K- RERA

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