

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 BEFORE THE ADJUDICATING OFFICER
PRESIDED BY SMT. MAHESHWARI S HIREMATH
DATED 8TH APRIL 2026

Cmp.No.00014/2023

Complainants.....

Subhash Dhekne

M-1, M M Apartments, 191/14, 1st
Cross, Kurubarahalli.
Bengaluru – 560086.

And

4184, 18th Floor, Prestige White
Meadows, Satya Sai Layout, Whitefield,
Bengaluru- 560066.

(Mohumed Sadiqh. B.A, Advocate)

V/S

Respondents.....

1. Surya Homes

Sree Surya Residency Flat No.001 AECS
Layout Brookefield Kundalahalli,
Bengaluru – 560037.

2. Palaka Suresh

Flat No 503, Siddapura, Marthahalli,
Bangalore – 560066.

3. Sanakkayala Rekha Priya W/o Palak Suresh

M.V. Dwelling, flat No.301,
Srinivas Reddy layout, Brook feild,
Kundanahalli, Bengaluru – 560037.

4. Sanakkayala Mohan Rao S/o Late.

Venkatachalam

No.C-64, Apurupa apartments, DD colony,
Shivam road, Hyderabad – 500013.

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5. **Aruna Dasaka W/o Murthy Venkata Dasaka**
No.22, Skylark Greens, R. Narayanapura,
Bengaluru – 560066.

6. **H. Ramachandra S/o Late Hanumanthappa**
PR layout, # 137, Munnekkola Extension,
Bengaluru – 560037.

(By Shri. S. Nagesh, Advocate for respondents No.1 to 6)

7. **Bagpack Suites Bangalore Private Limited**
#1528, Sy.No.165, off Channasandra Main Road,
Beside Global School, Vijayanagara, White field
Bengaluru- 560066.

8. **Murthy Venkata Dasaka, Director of Bagpack Suites
Bangalore Private Limited**

#1528, Sy.No.165, off Channasandra Main
Road, Beside Global School, Vijayanagara,
White field, Bengaluru- 560066.

(By Shri. N. Srinivasa, Advocate for respondents
No.7 and 8)

JUDGEMENT

1. This complaint is filed by the complainant under section 31 of the RERA Act against the project “**Surya Elegance**” developed by ‘**Surya Homes**’, seeking relief of direction to the respondent to pay arrears of rent from 06.12.2019 as per section 12, 14, 17 and 18 of the Act and mental agony.



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2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/446/PR/171021/000827, valid till 31.12.2019.
3. Said project is situated at 1528, SY No 165, PATTANDUR AGRAHARA, Bengaluru East, Bengaluru Urban.

Brief facts of the complaint are as under:-

4. The complainants had entered into an agreement of sale with respondent No.1 on 26.07.2019 towards purchase of an apartment bearing No.401, on 4th floor with covered car parking and paid a sum of Rs.17,70,000/- (Seventeen Lakh Seventy Thousand only). Further, the respondent No.1 had executed sale deed of the said flat on 06.12.2019 on payment of balance sale consideration amount of Rs.93,20,820/- (Ninety Three Lakh Twenty Thousand Eight Hundred Twenty only). Further, the complainant had spent Rs.20,00,000/- (Twenty Lakh only) towards interiors. So total amount paid is Rs.1,30,90,820/- (One Crore Thirty Lakh Ninety Thousand Eight Hundred Twenty only). The developer agreed to pay rental of Rs.1,06,200/- (One Lakh Six Thousand Two Hundred only) per month from the date of registration. So far, he has paid an amount of Rs.7,69,000/- (Seven Lakh Sixty Nine Thousand only). Rent amount due as on 16.12.2022 is Rs.30,81,000/- (Thirty Lakh Eighty one Thousand only). He is liable to pay interest for delayed period and he is also liable to pay compensation for non delivery of possession and

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also for commercial use of flat and for mental agony. Hence, this complaint.

5. After registration of the complaint, in pursuance of the notice, the respondent No.1 to 6 and respondents No.7 and 8 have appeared before this Authority through their respective counsels and have filed statement of objections.

6. The statement of objections of respondent No.1 to 6 is as below:

7. The respondent denies the entire allegations made against them by the complainant as false. According to these respondents they have completed the construction of the said project in the year 2018 and had obtained occupancy certificate on 17.11.2018. The complainant after inspection and due satisfaction of the completed project, expressed their intention to purchase a flat bearing No.401, 4th floor in Surya Elegance and entered into an agreement of sale dated 26.07.2019 by paying a sum of Rs.17,70,000/-. The period of completion mentioned in the agreement of sale is on or before 31.08.2019 with a grace period of 4 months which ends on 31.12.2019. This project was completed and ready for occupation from 17.11.2018. The complainants after due satisfaction entered into agreement of sale and sought for time to avail housing loan from ICICI Bank. Accordingly, the period for completion was mentioned as 31.08.2018 which is 1 month after the agreement.

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8. Further, the sale deed was executed in respect of said flat on 06.12.2019 in favour of the complainants and possession was handover on the same day. The loan sanctioned letter issued by the ICICI Bank clearly shows that their loans were sanctioned between 27.07.2019 to 02.12.2019. As the said flat was ready for occupation even on the date of agreement of sale i.e. 26.07.2019 and occupancy certificate was issued on 17.11.2018, there was no delay by the respondents in handover the possession of said flat or in executing sale deed on 06.12.2019 which is well within the agreed period. The respondent has not given any false information or false advertisement and there are no brochure or advertisement. The complainants were put in possession of their flat on 06.12.2019 and were free to use the same according to their whims and fancies.
9. Further, they contended that the obligation of the respondents towards the said flat is completed once the sale deed was registered on 06.12.2019 and handover possession of the same in favour of the complainants on the same day. They are not at all obliged to pay any rentals to the complainants as they have not entered into any rental agreements/arrangements with the complainants. This court has got no jurisdiction to adjudicate the claims of the rents by the complainants. Further, as the sale deed was executed well within the time agreed between the parties in the sale agreement, no rental or penalty is due and

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payable by the respondents. On the contrary, the complainants have taken 4 months time to avail housing loan in respect of said flat. In fact the complainants have to pay arrears of maintenance charges towards the said flat amounting to Rs.6,54,900/- as on 15.02.2023 to the respondents, instead of paying maintenance charges the complainants have filed this frivolous case. Hence, prayed to dismiss the complaint.

10. The statement of objections of respondent No.7 and 8 is as below:

11. They contend that they are not a registered entity with RERA and not in the business of real estate. As per judgment of Authority the possession of said flat was delivered to the complainants who have signed agreement with the proposed respondents for renting their flat for income generation. The complaint before Authority came to be dismissed on 16.05.2024 which clearly held that both Surya Homes and Backpack are 2 different business entities. The most recent communications from the complainants on 19.06.2025 shows that the said flat is with the complainants and they are withdrawing all the permissions given to the proposed respondents and handing over the flat for personal use. These 2 entities are not at all related and there is no financial transaction between them and both are separate entities with separate PAN and GST numbers. Surya Homes is partnership firm established in 2014 for real estate

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purpose. Backpack Suites is doing hospitality business which is incorporated as private limited company in 2015 to run the service apartment and it never established any business relationship with Surya Homes.

12. Further, the proposed respondents are not parties to the documents executed between the parties. There is an Injunction suit pending between the proposed respondents and respondents herein. The complainants rented their property and received rent. Once the partnership is closed, the complainants cannot maintain this case.
13. This court cannot decide the contractual obligations between the parties. Hence, these respondents are not necessary parties to this case and prayed to reject the complaint against them.
14. In support of their claim, the complainants have produced/uploaded the documents such as copies of release deed dated 29.07.2024, tax paid receipt, company master data, BSNL NOC dated 25.07.2015, BESCO NOC dated 25.07.2015, NOC issued by Director General of Police dated 05.10.2015, partnership deed dated 13.10.2014, reconstitution of partnership dated 28.02.2015, conditions issued by BBMP while sanctioning the plan, email communications, booking form, bank statement, company details of Backpack Suits, agreement of sale dated 26.07.2019, sale deed dated 06.12.2019, cost breakup, katha certificate, occupancy certificate dated

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17.11.2018, commencement certificate dated 08.08.2016 and advertisement of Backpack suits.

15. In support of its defense, the respondents No.1 to 6 have submitted documents such as copies of letter by CA dated 12.06.2023, occupancy certificate dated 17.11.2018 and sale deed dated 06.12.2019. The respondent No.7 and 8 have not produced any documents on their behalf.

16. This matter was heard earlier on many dates by my predecessor and again has been heard on 30.01.2025, 17.02.2025, 21.02.2025, 05.03.2025, 14.03.2025, 28.03.2025, 09.06.2025, 03.07.2025, 22.07.2025, 05.08.2025, 29.08.2025, 04.09.2025, 14.10.2025, 14.10.2025, 30.10.2025, 06.11.2025, 19.11.2025, 26.11.2025, 03.12.2025, 06.12.2025, 16.12.2025, 14.01.2026, 22.01.2026, 03.02.2026, 11.02.2026, 17.02.2026 and 27.02.2026.

17. Heard Arguments of both parties. Respondents No.7 and 8 have filed written arguments and objections.

18. **On the above averments, the following points would arise for my consideration:-**

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

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19. **My answer to the above points are as under:-**

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

REASONS

20. **My answer to Point No.1:-** The complainant has approached this court seeking compensation for loss of rent and mental agony. His grievances are that he had purchased an apartment in the project of the respondents under sale deed dated 06.12.2019 and on the same day the respondents have taken possession of the same agreeing to pay rent of Rs.1,06,200/- per month from the date of registration. Thereafter, the developer had paid an amount of Rs.7,69,000/- till date. Hence, rent amount is due as on 16.12.2022 is Rs.30,81,000/- along with interest for delay in period.

21. The contention of respondent No.1 to 6 is that they have completed the construction of the said project in the year 2018 and had obtained occupancy certificate on 17.11.2018. As the flat of the complainant was ready for occupation even on the date of agreement of sale i.e. 26.07.2019, there was no delay in handover of possession of said flat or in executing sale deed on 06.12.2019. The complainants were put in possession of their flat on 06.12.2019 and were free to use the same according to their

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whims and fancies. Therefore, they are not obliged to pay any rent to the complainant as they have not entered into any rental agreements with the complainants.

22. Further, it is the contention of the respondent No.7 and 8 they are not a registered entity with RERA and not in the business of real estate. The possession of said flat was delivered to the complainant who had signed agreement with these respondents for renting their flat for income generation. The complainants had withdrawn all the permissions given to these respondents vide communication dated 19.06.2025 which shows that the said flat is with the complainants for their personal use. Further, these respondents are not parties to the documents executed between the parties and there is an injunction suit pending between them and respondents no.1 to 6 herein. The complainant has rented their property and received rent.

23. When this matter was posted for judgment on 27.02.2026, the liberty was given to the respondent No.7 and 8 to submit written arguments if any within 2 week from 27.02.2026. Accordingly, on 12.03.2026 the respondent No.7 and 8 written arguments and their objections by serving copy of the same to the other parties. They have almost reiterated the contents of their previous objections in this written arguments and contend that they have requested the complainants to provide no due certificate from

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builder, legal free property without any court cases, bank loan clearance certificate, Encumbrance and katha records. The complainants have agreed to execute lease deeds with them for renting them flat for income generation and entered into the revenue sharing contract on 09.04.2022 for 10 years. However, after 17 months into the contract, he filed legal case on this flat which created a situation that his flat cannot be used for revenue generation. The complainants have given them authorization to maintain the property and make necessary modification to the flat to rent it out in the market. As per the said revenue share agreement these respondents have paid the revenue for 17 months like all other flat owners who signed the contract. Hence, prayed to dismiss the complaint.

24. From the materials available on record such as copy of sale deed dated 06.12.2019 it is apparent that the complainant has purchased an apartment bearing No.401 on 4th floor with 1 covered car parking for a total sale consideration of Rs.88,50,000/-(Eighty Eight Lakh Fifty Thousand only). The promoter has obtain the occupancy certificate on 17.11.2018 in respect of the said project.

25. Undisputedly, the M/s. Surya Homes is a partnership firm and promoter of the project. The respondent No.1 had executed registered sale deed of said flat in favor of complainant and the

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respondents No.7 and 8 herein have taken possession of the same. Further, it is not in dispute that partners of M/s. Surya Homes are the directors of respondent No.7 and 8. The defense taken by the respondent No.1 to 6 and respondent No.7 and 8 are almost similar. Admittedly, the managing partner Sri. Palaka Suresh of Surya Homes project is the Director of 'Bagpack Suits'. It is pertinent to note that the brochure published and issued to the allottees, the M/s. Surya Homes and Bagpack Suits Bangalore Pvt. Ltd. were shown as one and the same. This being the fact, naturally relying on the representations published in the brochure the allottees have believed the same and proceeded further with the respondent No.7 and 8. Under such circumstances it cannot be held that the directors of M/s. Surya Homes and respondents No.7 and 8 are different.

26. At this, juncture, it would be appropriate to exact the provision under section 72 of RERA Act which reads thus:-

Factors to be taken into account by the Adjudicating Officer

While adjudging the quantum of compensation or interest, as the case may be, under section 71, the Adjudicating Officer shall have due regard to the following factors, namely,

- a) The amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;
- b) The amount of loss caused as a result of the default;

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c) The repetitive nature of the defaults;

d) Such other factors which the Adjudicating officer considers necessary to the case in furtherance of justice.

27. Keeping these factors in mind let me proceed to discuss the aforesaid points for consideration as below:

28. 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.

29. It is not in dispute that the respondent No.1 had executed the sale deed of the said flat in favor of complainant on 06.12.2019, but not handed over possession of the same to the complainant till date. According to the complainant they have received rent of Rs.7,42,000/- (Seven Lakh Forty Two Thousand only) in respect of said flat from the respondents till 19.10.2020. It is apparent from the copies of bank statement that the complainant has received rent Rs.7,42,000/- (Seven Lakh Forty Two Thousand only) from

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the respondents till 19.10.2020. Though the promoter has executed sale deed of the said flat and received entire sale consideration they have retained the said flat on the guise of paying rent to the complainant. The complainant was deprived of the beneficial use of their flat for a considerable period of time. Such deprivation would necessarily have an adverse impact on the ability of the complainant to use the flat or derive rental income therefrom. This court cannot ignore the prevailing rental/commercial realities in a metro Politian city such as Bengaluru. Apart from the financial loss the complainant has also suffered inconvenience, uncertainty and hardship due to the failure of the respondents to give rent of the said flat to the complainant.

30. It is apparent from the copy of email dated 19.06.2025 sent by the complainant to the respondent No.8 as under:

“with immediate effect, we are taking back our premises at Surya Elegance from Backpack and/or any other management facility team that exists. Please note that any signed format/agreement, if any, that was given earlier stands cancelled and terminated with immediate effect.

“We expect you to charge us a monthly maintenance charge at the ‘residential rates’ as we are planning to use the premises for our personal, residential purpose. Please send us the revised quotation of maintenance charges along with the bank details, so that we can pay

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the maintenance charges, on time. Also, as per the agreement, we expect the apartment to be fully furnished and in a liveable condition.

Please tell your manager to instruct the housekeeping staff to collect the garbage that may be left outside the apartment. Also please instruct your manager to handover the keys and to accompany us to our apartment to help identify the same, given that there has been many changes and we may not be able to identify our apartment.

We are planning to do housewarming ceremony on 23rd June”.

31. On 23.06.2025, the respondent No.8 herein had sent a mail to the complainant as under:

“We received your communication with respect to your flat 401.

You have given NOC and authorization to operate and maintain your property earlier.

Bagpack has been maintaining your flat over the past 5 years and paid the required BBMP property taxes on your behalf. As per our earlier communication on 09/09/2019, we are still waiting for few of the required documents from you.

My accounting team will get back to you on the modalities and the logistics required for your request below. We need time of three weeks to reconcile your data and revert to you”.

32. So, from the aforesaid emails exchanged between the complainant and respondent No.8 it is crystal clear that though the sale deed of the said flat was executed in favor of the complainant, possession of the same was not handover to the

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complainant and the respondent No.7 and 8 directors of Bagpack Suit have retained the same and agreed to pay rent of the said premises. Mere execution of sale deed of flats in favor of allottees is not sufficient to complete the transaction. It is essential to handover the possession of property to the allottees for their use and enjoyment as their wish. Herein this case, email dated 19.06.2025 shows that even the complainants are unable to identify their own respective flats.

33. In addition, the M/s. Bagpack Suits Bangalore Pvt.Ltd. has filed a suit in O.S.No.2583/2025 on 07.08.2025 against the complainants for the relief of injunction in respect of said flat restraining the complainants from interfering with their i.e. plaintiffs peaceful execution of the business on the premises until such time by clearing the dues to the plaintiffs company on their investment and business loss. From this it is crystal clear that the said flat of the complainant is in the possession of the respondent No.7 and 8 herein and when the complainant asked them to handover possession of his flat, the respondents NO. 7 and 8 herein have filed the said suit against the complainant herein. At this stage it can also be gathered that after collecting entire sale consideration and executing registered sale deed of said flat in favor of complainant, the respondents are not ready to handover the possession of the flat. Consequently, after paying

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entire sale consideration of the flat the complainant is not in a position to use and enjoy his property.

34. Coming to the aspect of awarding compensation towards mental agony and financial loss, no hard-and-fast rule can be laid down. Such being the facts, I have to consider quantum of amount paid to the respondent and period of holding the money of the home buyer with the respondent. This forum has to determine the financial loss caused to the complainant/home buyer. Loss could be assessed on the basis of quantum of amount which complainant could have earned had the money been at his command.

35. It is also to be noted that mental agony being intangible aspect no one other than the aggrieved can put it in words of mouth and no quantum of money could be said to be sufficient to heal the injury caused to the mind. At the most it could be akin to applying a cooling balm on the burns. Therefore, it is quite necessary for this forum to step into the shoes of the aggrieved as practicable as possible to determine the amount of compensation that could be proportionate to the mental agony and financial loss undergone by the complainant. That might have compelled him to spend many sleepless nights. The struggle they had made to mobilize funds for legal battle to recover the money they had invested with such great hope.

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36. Therefore, the complainant will be entitled for compensation under the head of mental agony. Admittedly, the complainant has invested money as long back as in the year 2019. He had to wait for a long duration leading to mental stress, uncertainly emotional upheavals etc. The complainant had paid an amount of Rs.88,50,000/- (Eighty Eight Lakh Fifty Thousand only) to the respondent. Having regard to all these aspects in view of the considered opinion of this forum it would be just and reasonable to award compensation of Rs.2,00,000/- (Two Lakh only) which would meet the ends of justice and equity.
37. Further, copy of brochure goes to show that the respondents have agreed to pay rent of Rs.12,00,000/- (Twelve Lakh only) per anum to the allottees. As already discussed above the partners of M/s.Surya Homes are the directors of 'Bagpack Suit Bengaluru Pvt.Ltd'. Therefore, it cannot be held that the directors of M/s.Surya Homes and directors of Bagpack Suit Bengaluru Pvt.Ltd' are different. Having regard to all these facts and circumstances of the case, I am of the considered view that all the respondents are liable to compensate the complainant towards loss of rent as agreed. Accordingly, the point raised above is answered in the Affirmative.
38. The final order in the present complaint could not be passed within the stipulated period as prescribed under section 71(2) of

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the Real Estate (Regulation and Development) Act of 2016 due to multiple adjournments sought by the parties and other procedural reasons.

39. **My findings to Point No.2:-** In view of the above discussion, I am of the considered view that this complaint deserves to be allowed. Accordingly, 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 compliant bearing No.**00014/2023** is hereby allowed as under.

1. The respondents are hereby directed to pay compensation of Rs.12,00,000/- (Twelve Lakh only) per annum to the complainant towards loss of rent calculated from 06.12.2019 till handover of physical possession by deducting amount if any already paid towards rent.
2. Further, the respondents are directed to pay compensation of Rs. 2,00,000/- (Two Lakh only) towards mental agony to the complainant.
3. The respondents are directed to comply with the aforesaid order within 60 days from the date of this order, if they fail, the interest at the rate of MCLR+2% per annum is applicable from 61st day from the date of this order till entire realization.


8/4

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

4. Further, the respondents are directed to pay Rs.7,000/- (Seven Thousand Only) to the complainant towards litigation cost of this case.
5. The complainant is at liberty to initiate action in accordance with law in the event the respondents fail to comply with this order.

(Typed to my dictation directly on the computer by the DEO,
corrected, verified and pronounced on 08.04.2026)

MS
8/1

Maheshwari S Hiremath
Adjudicating Officer
K-RERA

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