

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 16<sup>th</sup> April 2026**

**PRESENT**

**SHRI. RAKESH SINGH, HON'BLE CHAIRMAN**

**SHRI G.R REDDY, HON'BLE MEMBER**

**COMPLAINT NO: 00619/2025**

**COMPLAINANT....**

**N R Bhadrachalam**

#3362, 13<sup>th</sup> Cross, 2<sup>nd</sup> Main Road New K R  
Road, Shastrinagar, Banashankari 2<sup>nd</sup> stage  
Bengaluru South  
Bengaluru Urban - 560028

**(In Person)**

**Vs**

**RESPONDENT.....**

**Bangalore Development Authority.,**  
T.Chowdiah Road Kumarapark West  
Bengaluru Urban - 560020

**(Rep. by. Shri. Ajay Kumar, M Advocate)**

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**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 refund Rs.11,46,267/- (Eleven Lakh Forty Six Thousand Two Hundred And Sixty Seven Only) along with interest and to pay interest on delay period.

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Karnataka Real Estate Regulatory Authority,

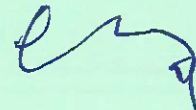
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2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/310/PR/180518/001726 valid till 31.12.2021.
3. Said project is situated at Survey No. 18/2 Kengeri Hobli. Bengaluru South, Bengaluru Urban.

**Brief facts of the complaint are as under:-**

4. The complainant had purchased a site bearing No. 5275 on 7<sup>th</sup> Block of Sector-J in the project "Formation of Nadaprabhu Kempegowda Layout" of the respondent and executed lease cum sale deed dated 31.05.2023 for a total sale consideration of Rs. 96,87,510/- (Ninety-Six Lakh Eighty-Seven Thousand Five Hundred and Ten Only). According to the complainant the Government order Annexure "H" is not applicable to him as he had deposited the entire sale consideration of Rs. 96,90,009/- (Ninety-Six Lakh Ninety Thousand and Nine Only) on 28.10.2021, much prior to the cut-off date 30.11.2021. The complainant was literally coerced and forced to pay the interest out of anxiety and compulsion due to fear that if he failed to comply with the unreasonable demand, he would lose the property. Subsequently, when the complainant corresponded with the respondent and attempted to convince them that he was not bound to pay any interest in view of the fact that he had deposited the entire site value on 28.10.2021, much prior to the cut-off date 30.11.2021 and requested for refund of





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Rs.11,46,267/- (Eleven Lakh Forty-Six Thousand Two Hundred and Sixty-Seven Only) with interest which he had paid extra amount to the respondent. However, the respondent has refused to comply and tried to justify the payment of interest. The action of the respondent in collecting unauthorised amount is contrary to Government Order. Reeks of high handedness and arbitrariness on the part of the respondent and as such, the complainant would be entitled to refund of the same. If this RERA Authority does not intervene and render justice to the complainant, it would amount to deprivation under law so as to ensure that not only justice is done to complainant, but also seemed to be done. Hence, this complaint.

5. After registration of the compliant, in pursuance of the notice the respondent has appeared before this Authority through its counsel and filed a memo that the complainant herein had filed a writ petition for the same relief in WP No.1252/2025 on 10.01.2025.
6. The complainant in support of his claim has produced / uploaded documents such as copies of lease cum sale deed dated 31.05.2023, property tax receipt dated 28.05.2024, allotment letter dated 11.10.2018, BDA letters dated 11.08.2022, 01.01.2025, 26.10.2021, 29.01.2025, 24.10.2024, 21.02.2024, 07.03.2023, Government letters dated 23.01.2025, paper notifications, legal notice dated 09.12.2024, Challans,

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Government order for intimation of refund dated 15.03.2024, BDA letter to Government dated 11.08.2022, Government order for not collecting interest due to covid relief dated 26.10.2021, letter from BDA to N.R Bhadrachalam dated 29.01.2025, news paper article on interest free payment relief dated 18.06.2024, writ petition in the Hon'ble High Court of Karnataka against BDA 10.01.2025, BDA endorsement copies dated 21.02.2024, 24.10.2024, BDA demand notice dated 07.03.2023, representation letter to BDA and Urban Development Authority, note sheet of BDA, representation letter to Government of Karnataka to BDA authorities, BDA order sheets Year 2021 to 2014 and copies of pan card, Aadhar card.

7. The respondent has not produced any documents on its behalf.
8. Hearings of this matter were conducted on 13.06.2025, 14.07.2025, 06.08.2025, 01.09.2025, 15.09.2025 and 15.10.2025.
9. Heard Arguments. The complainant has submitted written arguments.
10. **On the above averments, the following points would arise for our consideration: -**
  1. Whether the complainant is entitled for the reliefs claimed?
  2. What order?
11. **Our answer to the above points is as under: -**

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*[Signature]*

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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. 5275 on 7<sup>th</sup> Block of sector-J in the project "Formation of Nadaprabhu Kempegowda Layout" of the respondent under sale deed dated 31.05.2023 for a total sale consideration of Rs. 96,87,510/- (Ninety-Six Lakh Eighty-Seven Thousand Five Hundred and Ten Only). According to the complainant the Government order Annexure H is not applicable to him as he had deposited entire sale consideration on 28.10.2021 itself much prior to the cut-off date 30.11.2021. Consequently, the complainant was constrained to approach this forum seeking relief of direction to the respondent to refund Rs. 11,46,267/- (Eleven Lakh Forty Six Thousand Two Hundred and Sixty Seven only) along with interest and to pay interest on delay period.
13. The sale deed is a key instrument which binds the parties in a contractual relation so as to be properly enforced in accordance with law, and hence, it is necessary that it shall be free from any ambiguity and vagueness. Here in this case, it is not in dispute that the respondent had executed sale deed of site of complainant on 31.05.2023. It is apparent from the copy of Government Order dated 26.10.2021 for not collecting

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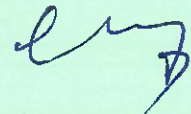
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interest due to covid-19 pandemic in respect of project 'Formation of Nadaprabhu Kempegowda Layout'. Admittedly, the complainant had paid the entire sale consideration of Rs.96,87,510/-(Ninety Six Lakh Eighty Seven Thousand Five Hundred Ten only) on 28.10.2021 itself which is evident from note sheet of BDA. Further, copy of challan dated 08.03.2023 clearly goes to show that the complainant had paid additional amount of Rs. 11,46,267/- (Eleven Lakh Forty Six Thousand Two Hundred and Sixty Seven only) to the respondent. When the complainant had deposited an entire sale consideration on 28.10.2021 itself much prior to cut-off date 30.11.2021, the respondent could not have demanded/insisted the complainant to pay the said amount of Rs.11,46,267/- (Eleven Lakh Forty Six Thousand Two Hundred and Sixty Seven only). Hence, the complainant is entitled to get refund of said amount along with interest.

14. Here in this case, it is not in dispute that the respondent has executed sale deed of site of complainant on 31.05.2023. However, the complainant had deposited the entire sale consideration of Rs.96,90,009/-(Ninety Six Lakh Ninety Thousand and Nine only). In fact, the respondent cannot compel the complainant to come forward for depositing the entire sale consideration without execution of sale deed of site.
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





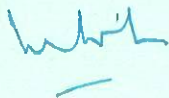
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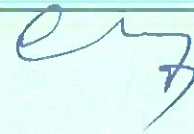
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lifetime savings and raise loans in terms of lakhs or crores which would take away rest of his life in repaying the same. That being so, the developer who promises to fulfil dream of owning the house shall conduct himself in equally responsible manner. 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 2021 itself, the respondent unnecessarily compelled the complainant to pay additional amount Rs.11,46,267/- (Eleven Lakh Forty Six Thousand Two Hundred and Sixty Seven only) to him.

16. Undisputedly, the complainant had deposited the entire sale consideration of Rs. 96,87,510/- (Ninety Six Lakh Eighty Seven Thousand Five Hundred Ten only) on 28.10.2021 whereas the respondent had executed lease cum sale deed of said site on 31.05.2023. There are several other matters pertaining to the same project wherein the allottees have sought for completion of the project in all respect by providing all the amenities as promised. It is not the case of BDA that it has provided all the amenities in the said project as promised. Therefore, in other connected matters this Authority has given direction to the respondent to the respondent to complete the amenities as promised in the said project.





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17. Therefore, it is incumbent upon the respondent to pay interest on delay period which is determined as aforesaid. The complainant has not submitted their memo of calculation. Having regard to all these aspects, this Authority concludes that the complainant is entitled for delay period interest from 31.05.2023 on the amount of Rs. 96,87,510/- (Ninety Six Lakh Eighty Seven Thousand Five Hundred Ten only) till date of completion of basic amenities in the said project.
18. Considering all these facts and circumstances of the cases herein, we are of the considered view that the complainant is entitled for the reliefs claimed.
19. During the proceedings, the learned counsel for the respondent filed a memo stating that the complainant herein had filed a writ petition for the same relief in W.P. no. 1252/2025 on 10.01.2025 regarding the question as to whether the demand of interest can be quashed or not is sub-judice before the Hon'ble High Court of Karnataka. Hence, the complainant cannot seek adjudication of the same before this Authority while the same is pending consideration. It is to be noted that the complainant has furnished the copy of daily order of Hon'ble High Court of Karnataka which clearly goes to show that the complainant herein had withdrawn the W.P. no. 1252/2025 on 23.09.2025 itself. This being the fact the counsel for BDA has filed a memo on 15.10.2025 stating that during pendency of W.P. no 1252/2025 the complainant

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cannot seek same relief before this Authority. Accordingly, the point raised above is answered in the Affirmative.

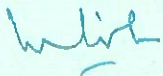
20. The final order in the present complaint could not be passed within the stipulated period as prescribed under section 29(4) of the Real Estate (Regulation and Development) Act of 2016 due to multiple adjournments sought by advocates / parties and other procedural reasons.

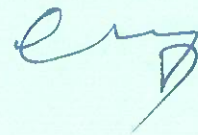
21. **Our answer to point No.2:-**In view of the above discussion, this complaint deserves to be allowed. Accordingly, we proceed to pass the following: -

**ORDER**

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. **00619/2025** is hereby allowed as under: -

1. The Respondent is hereby directed to pay a sum of Rs.11,46,267/- (Eleven Lakh Forty Six Thousand Two Hundred and Sixty Seven only) to the complainant towards refund of additional amount along with interest @ MCLR+2% from 08.03.2023 till the date of realization.
2. Further, the respondent is directed to pay interest on delay period on amount of Rs.96,87,510/-(Ninety Six Lakh Eighty Seven Thousand Five Hundred Ten only) to be calculated @ MCLR+2% from 31.05.2023 (date of sale deed) till completion of all basic amenities in the project 'Formation of Nadaprabhu





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Kempegowda Layout' situated at Survey No. 18/2, Kengeri  
Hobli. Bengaluru South, Bengaluru Urban.

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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