

ಕರ್ನಾಟಕರಿಯಲ್‌ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Branding Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru - 560027

PROCEEDINGS BEFORE THE ADJUDICATING OFFICER

PRESIDED BY SMT. MAHESHWARI S HIEMATH

DATE: 18th JULY 2026

COMPLAINT NO: 01451/2025

COMPLAINANTS....

1. ASHISH CHOUDHARY

2. NEHA MALLIK

Both are residing at

DS-08, EssemAlaya, Ambalipura Residency,
Haralur Main Road, Bengaluru - 560102

And

JUST KARMA ADVOCATES, Surya Chambers,
No 7 and 7/2, Ground Floor, 1st Main Road,
Sheshadripuram, Bengaluru - 560020

(Rep. By Shri Amit Anand - Advocate)

Vs

RESPONDENT.....

**Thills formerly known as Jaganmata
Property Developers Private Limited**

130/1, Ulsoor Road Yellappa Chetty Layout
Bengaluru - 560042.

**(Rep. By. Shri Joseph Anthony -
Advocate)**

JUDGEMENT

1. This complaint is filed by the complainants under section 31 of the RERA Act against the project **"Tivoli Hills Phase 3"** developed by **Thills formerly known as Jaganmata Property Developers Private Limited**, seeking compensation of Rs.72,11,250/- (Seventy Two Lakh Eleven Thousand Two Hundred and Fifty Only) towards opportunity cost, Rs.13,00,626/- (Thirteen Lakh Six Hundred and Twenty Six Only) towards (SD and RF Fee,

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Rs.21,47,382/- (Twenty One Lakh Forty Seven Thousand Three Hundred and Eighty Two Only)towards EMI, Rs.20,00,000/- (Twenty Lakh Only)towards mental agony, Rs.5,00,000/- (Five Lakh Only) towards litigation cost and compensation u/s 71& 72.

2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/309/PR/211008/004358 Valid till 30.06.2026.

3. Said project is situated at SY. NOS. 99/4, 99/3, 99/2, 92/1, 92/3, 91, 90/1, 90/2, 85, 84/3B, 36, 18, Neeleri, Gullobanahalli, Devanahalli Villages, Bengaluru North, Bengaluru Urban.

Brief facts of the complaint are as under:-

4. The complainants had purchased aplot bearing no. PTH-249 measuring 348.10 sq.mtrs in the project **“Tivoli Hills Phase 3”** of the respondent under sale deed dated 19.04.2024 for a total sale consideration of Rs.1,96,87,500/-(One Crore Ninety Six Lakh Eighty Seven Thousand Five Hundred Only).The respondent is a private limited company, (wholly owned subsidiary of Puravankara Limited), registered under the Companies Act, 2013. The respondent is the developer of a project by name **“TIVOLI HILLS – PHASE 3”**.

5. Based on the respondent representations, the complainants entered into an Agreement of Sale, and Development Agreement, both dated 21-02-2024, for total consideration of Rs.1,96,87,500/- plus infrastructure and clubhouse

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- maintenance charges of Rs.36,72,750/-, totally amounting to Rs.2,33,60,250/-, for the purchase of plot No. PTH-249, 348.40 Sq. Mtrs.,.
6. Further, the complainants availed a Housing Loan of Rs.1,86,00,000/-, for purchase of the said plot in TIVOLI HILLS – PHASE 3.
7. On 22-03-2024, L & T Finance Holdings Limited disbursed the Housing Loan for an amount of Rs.1,77,98,000/-. Upon receipt of the total sale consideration the respondent had executed a registered Sale Deed dated 19-04-2024, in favour of complainants in respect of said plot.
8. In June 2024, the complainants came to know about Original Suit No. 34/2006, pending before the 2nd Additional Senior Civil Judge and JMFC, Devanahalli, filed by the Smt. Akkaiamma represented by her legal heirs and two others seeking declaration that, they are the absolute owners of Sy No. 84/3, measuring 5 Acres 22 Guntas, situated at Devanahalli village.
9. Subsequently, the complainants got to know that, in the above-mentioned suit, the respondent had filed an interlocutory application on 15-11-2022, under Order 1 Rule 10 (2) of the CPC, seeking to implead itself as “DEFENDANT NO. 17”. The said interlocutory application filed by the respondent was allowed vide order dated 18-03-2023. On 23-06-2023, the respondent filed the written statement under Order VIII Rule 1

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of CPC. The respondent deliberately suppressed the pendency of OS No. 34/2006, concerning Survey No. 84/3B, and executed the Sale Deed in their favour. In the said Sale Deed, Clause - 4 (ii) the respondent has categorically stated that, it is the absolute owner of the schedule property, and it has power to convey the schedule property and that there is no impediment for the sale under any law, order, decree, or contract. Further, in Clause - 4 (iii) the respondent has declared that, its title to the schedule property conveyed is good, marketable, and subsisting and the schedule property is not subject to any encumbrances, lien, mortgage, minor claims, attachments, court or acquisition proceedings or charges of any kind.

10. On 02-08-2024, the 1st complainants sent an email to the respondent seeking complete records of OS. No. 34/2006, which was provided on 03-09-2024. After going through the documents pertaining to OS No. 34/2006, the applicants sent an email on 30-09-2024 inter-alia stating that, "after going through them we certainly feel that litigation was a critical detail that was not disclosed prior to during the sale process". On 03-10-2024, a meeting with the Customer Relationship Management of the respondent Legal team, the complainants along with their advocate, was held at office of the respondent, at No. 130/1, Ulsoor Road, Bengaluru. In the said meeting, the issue of suppression of OS No. 34/2006 was discussed and a solution was sought to resolve the issue. The respondent

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requested time to look into the matter. After repeated follow-ups, the respondent sent an email dated 14-11-2024 stating that, the sale deed is a concluded contract. As such, the sale deed dated 19-04-2024, cannot be cancelled, and the complainants need to execute and register a fresh sale deed by paying necessary stamp duty and registration charges. The complainants submit that, had the respondent disclosed the pending litigation (OS No. 34/2006), they would have neither entered into the Sale Agreement and Development Agreement, both dated 21-02-2024, nor gone ahead with the registration of the Sale Deed dated 19-04-2024. Due to the pendency of OS No. 34/2006, the complainants do not enjoy absolute right, title, and interest over the Schedule Property, as the same shall be based on the outcome of the suit. The concealment of such a material fact has resulted in the loss of opportunity, mental agony and trauma. The applicants had purchased the Schedule Property with the intent of constructing a residential house, but due to pendency of OS No. 34/2006, the complainants are unable to construct their house and at the same time they are burdened with EMI towards housing loan. The fraud played by the respondent needs to be compensated as damage.

11. The complainants submit that, had the respondent disclosed the pending litigation in O.S. No. 34/2006 prior to the registration of the Sale Deed, the Applicants would not have entered the said Sale Deed. As a result, the Applicants have lost

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the opportunity to purchase an alternative property, and the complainants needs to be compensated. On 05-09-2025, an enquiry through a Whats-App message was made regarding the availability of similarly situated corner site plots in the Tivoli Hills Phase. In the said Whats-App chat, the Respondent company's Marketing Department Officer, by name Mr. Ranjeet Kumar, shared the live inventory of Purva Tivoli Hills, along with the Master Plan and the Tivoli Hills Brochure. In the said Whats-App message, Mr. Ranjeet Kumar confirmed that plots were available in the project for with Basic Sale Price of Rs.7000/- Per Sq. ft, + Rs. 1000/- Development Charges per Sq. Ft., and Rs.5,00,000/- Club House Charges. The total landing cost for purchase of a similar plot in the month of September 2025 is Rs.8,152/- per Sq. Ft. They had purchased the Schedule Property for sale consideration of Rs.2,33,60,250/- which is exclusive of stamp duty and registration charges. The sale consideration paid by the complainants divided by the area of the plot gives a rate of Rs.6,229/- Per Sq. Ft., in the month of April 2024. It is evident that, during the period April 2024 to September 2025 the plot prices have appreciated by Rs. 1,922/- (Rs. 8,152-Rs. 6,229/-). As the applicants are withdrawing from the said project by seeking refund along with interest, the respondent is liable to compensate the applicants by paying loss of opportunity cost of Rs. 72,11,250/-.

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12. The respondent has committed fraud by suppressing material facts regarding the pendency of OS No. 34/2006. The respondent as impleaded as defendant No. 17, vide order dated 18-03-2023, in OS No. 34/2006, which is prior to the execution of the agreements and sale deed. Therefore, the covenant that the schedule property is not subject to any court proceedings, is evidently false and was made with an intent to deceive the complainants. The respondent has played fraud and willful misrepresentation by suppressing the above-mentioned litigation. Therefore, as per section 12,18,19 of the RERA Act, the respondent is liable to compensate complainants. The complainants submit that, left with no other alternative, the complainants caused a legal notice dated 09-06-2025, to the respondent calling upon it to refund the amount of Rs. 3,34,53,187/-. The legal notice was delivered to the respondent on 10-06-2025. As on 09-09-2025, the applicants paid EMI's of Rs. 21,47,382/- towards the said Housing Loan. At the time of obtaining the RERA Registration of the project, the respondent, though having impleaded in OS No. 34/2006, has not disclosed the said pending litigation as per Rule 15 (a) (iii) Karnataka Real Estate (Regulation and Development) Rules 2017.
13. The respondent has deliberately not disclosed the said pending litigation in OS No. 34/2006 violated the provision of section 18 (2) of the K-RERA Act and therefore is liable for compensation under Section 61 of the RERA Act. The complainants have filed

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a complaint before the K-RERA, under Section 31 of the RERA Act, 2016, seeking refund along with interest. Hence this complaint.

14. After registration of the complaint, in pursuance of the notice, the respondent has appeared before this Authority through its counsel and has filed statement of objections as under:-
15. The respondent denied the entire allegations made against them by the complainant as false. They state that it is communicated to the complainants through email dated 14.11.2024, that the sale deed is a concluded contract cannot be cancelled unilaterally. The complainants, having accepted the sale deed and having been in possession of the title since April 2024, are now attempting to withdraw from the contract based on price appreciation, which constitutes an abuse of the process of law. A registered sale deed dated 19.04.2024 was executed in favour of the complainants wherein upon registration, the title stood transferred, and the relationship of "Promoter and Allottee" ceased to exist for the purposes of seeking a refund.
16. The complainants seeking refund of the sale consideration along with alleged "opportunity cost" after execution of the registered Sale Deed is, in substance, a prayer for cancellation of a registered conveyance. It is settled law that cancellation or setting aside of a registered sale deed lies exclusively within the jurisdiction of a competent Civil Court under the Specific Relief Act, 1963, and such relief cannot be granted by authorities

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exercising limited statutory jurisdiction. The Hon'ble Supreme Court in Satya Pal Anand v. State of Madhya Pradesh (2016) 10 SCC 767 has categorically held that a registered document can be annulled only by a competent civil court and not by any other Authority.

17. The complainants having accepted the registered Sale Deed and having been vested with title and possession since April 2024 are now attempting to resile from a concluded transaction on the alleged ground of price appreciation, which amounts to an abuse of the process of law. The complainants seeking refund of the sale consideration along with so-called "opportunity cost" after execution of the sale deed is wholly untenable as it effectively seeks cancellation of a registered conveyance.

18. The complainants claim for "Opportunity Cost" amounting to Rs.72,11,250/- is legally untenable and speculative. This claim is based on a voluntary inquiry made by the complainants in September 2025 regarding current market rates. Under the RERA Act, there is no provision for compensating an allottee for perceived "loss of opportunity" in a concluded sale where title has already passed. The complainants chose to avail a loan of Rs.1,86,00,000/- from L&T Finance Holdings Limited as a private financial arrangement. The respondent is not a party to the loan agreement and cannot be held responsible for the interest or principal repayments of the complainants personal debt. The present complaint is not maintainable for want of

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jurisdiction, as the reliefs sought by the complainants in effect, pertain to the cancellation of a registered Sale Deed and consequential refund, which can be granted only by a competent Civil Court under the provisions of the Specific Relief Act, 1963, and not by this Hon'ble Authority. Hence, prayed to dismiss the complaint.

19. In support of their claim, the complainants have produced/uploaded the documents such as copies of sale deed dated 19.04.2024, brochure, home loan agreement shared by L and T Finance Holdings Limited (No sign and seal), amended plaint in OS. no.34/2006, interlocutory application filed by the respondent under order 1 Rule 10(2) of the CPC dated 15.11.2022, order passed by 2nd Additional Senior Civil Judge and JMFC Devanahalli in the OS No.34/2006, written statement under order VIII Rule 1 of CPC filed by the respondent on 23.06.2023, email communications, whatsapp chat with marketing executive of the developer, working calculation of the opportunity cost, legal notice dated 09.06.2025, postal receipt along with tracking report and account statement.

20. In support of his defence, the respondent has submitted documents such as copies of email communications, project approval letter dated 03.03.2022, title opinion dated 07.02.2020,

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21. This matter was heard on 19.12.2025, 13.01.2026, 29.01.2026, 05.02.2026, 12.02.2026, 24.02.2026, 09.03.2026, 13.03.2026, 24.03.2026, 06.04.2026 and 18.04.2026.

22. Heard Arguments. The learned counsels for complainants and respondent have filed written arguments.

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

1. Whether the complainants are entitled for the reliefs claimed?
2. What order?

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

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

REASONS

25. **My answer to Point No.1:-**It is not in dispute that The complainants had purchased a plot bearing no.PTH-249 measuring 348.10 sq.mtrs in the project "**Tivoli Hills Phase 3**"of the respondent under sale deed dated 19.04.2024 for a total sale consideration of Rs.1,96,87,500/- (One Crore Ninety Six Lakh Eighty Seven Thousand Five Hundred Only).It is also equally not in dispute that there is a pendency of original suit No.34/2006 before 2nd Additional Senior Civil Judge and JMFC, Devanahalli seeking declaration that the plaintiffs are the absolute owners of Sy.No.84/3 measuring 5 acres 22 guntas at

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Devanahalli and that the respondent did not disclose about pendency of said suit during execution of agreement of sale and development agreement both dated 21.02.2024 to the complainants. Even he had not disclosed about the said suit at the time of execution of sale deed of said plot in favour of complainants. Consequently, the complainants were constrained to file this complaint seeking compensation towards opportunity cost, EMI and mental agony.

26. On the other hand, contention of the respondent is that they have informed the complainants through mail dated 14.11.2024 that the sale deed is a concluded contract which cannot be cancelled unilaterally and that the complainants having accepted the sale deed and they are in possession of said plot since April 2024. There is no provision for compensating an allottee for perceived 'loss of opportunity' in a concluded sale where title has been already passed and this respondent is not a party to the loan agreement. Hence, he cannot be held responsible for the interest or repayment of the complainants personal debt.

27. 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,

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- 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;
- c) The repetitive nature of the defaults;
- d) Such other factors which the Adjudicating officer considers necessary to the case in furtherance of justice.

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

29. One of the contentions of the complainants is that the respondent had not disclosed about the pendency of litigation in O.S.No.34/2006 to this Authority prior to the registration. It is pertinent to note that the said project was registered with RERA on 08.10.2021. At that time there was no provision in the web portal of RERA to disclose regarding pending litigations during registration of the project.

30. It is apparent from the copy of interlocutory application furnished by the complainants that the respondent had filed an interim application under order 1 rule 10(2) of CPC dated 15.11.2022 seeking to implead itself as defend No.17 and that the said interim application was allowed vide order dated 18.03.2023. Further, the respondent herein had filed written statement under order VIII rule 1 of CPC in the said suit. Admittedly, the respondent had executed agreement of sale and development agreement both dated 21.02.2024 and executed sale deed of said plot on 19.04.2024 in favour of the complainants. This itself clearly goes to show that the

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respondent had deliberately suppressed the pendency of O.S.No.34/2006 concerning sy.No.84/3B which is portion of said project. It is mentioned in the said sale deed at clause 4(ii) that the respondent is the absolute of the schedule property and it has power to convey the schedule property and that there is no impediment for the sale under any law order, decree or contract. Further, in clause 4(iii) the respondent has declared that its title to the schedule property conveyed is good, marketable and subsisting and the schedule property is not subject to any encumbrances, lien, mortgage, minor claims, attachments, **court** or acquisition **proceedings** or charges of any kind.

31. 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.

32. In the event had the respondent disclosed the pendency litigation in the O.S.No.34/2006 at the time of execution of agreement of sale and development agreement as well as sale

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deed in favour of complainants. They would have an option whether to continue with the project or to withdraw from the project. It is pertinent to note that the respondent did not take any contention or defence in their statement of objections regarding non disclosure of pending litigation to the complainants during execution of said agreements and sale deed.

33. Considering the facts and circumstances of the case, certainly the complainants do not enjoy absolute right, title and interest over their plot as the same shall be based on the outcome of said suit. The non-disclosure of such a material fact has resulted in the loss of opportunity and mental agony. Generally, the allottees will purchase residential plots with an intention to construct their dream house. Herein this case, the complainants are unable to construct their house on the said plot. Further, the complainants have availed home loan to purchase the said plot. Hence, they are burdened with EMI towards housing loan.

34. It is noticed that the complainants herein have filed another complaint before the Authority against the same respondent in respect of said project seeking refund of amount with interest in Cmp.No.1450/2025 pending adjudication. The compensation cannot follow a rigid of formulaic pattern. The quantum must depend upon the nature and extent of the loss suffered. Where possession is eventually delivered, compensation may ordinarily be lower since the allottee receives the benefit and appreciation.

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However, where the allottee seeks the relief of refund with interest, compensation may be higher as the allottee is deprived of use and enjoyment of his property and escalation in value.

35. Basically grant of compensation aims at restoring the aggrieved to the position he was before undergoing the event in question. It shall never be regarded as a weapon in the hands of the complainants to exploit the respondent. The compensation to be awarded is to be just and reasonable in the eyes of law and shall meet all the standards of equity. It is neither a wind fall nor a bonanza nor a pittance. Viewed from any angle, in the considered opinion of this forum, question of granting compensation under the head of bank loan and interest on bank loan does not arise. Because, the complainants had been already filed a complaint for the relief of refund of amount with interest before the Authority in Cmp.No. 01450/2025. While disposing present complaint this court has to only consider non-pecuniary losses if any suffered by complainants. That is to say the losses which cannot be put in terms of money. Therefore, the complainant will be entitled only for compensation under the head of mental agony. It is needless to say that the complainant had invested huge amount in the year 2024. They have fought legal battles leading to lot of mental stress, uncertainly, emotional upheavals etc., 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. 7,00,000/- (Seven lakh only) and it would meet the ends of justice and equity. Accordingly, the point raised above is answered in the Affirmative.

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36. 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.

37. **My answer to point No.2:** -In view of the above discussion, 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 complaint bearing No.01451/2025 is hereby allowed as under: -

1. The respondent is hereby directed to pay Rs.7,00,000/- (Seven lakh Only) to the complainants towards compensation for mental agony and opportunity cost.
2. Further, the respondent shall comply with this order within 60 days from this date, failing which it will carry interest at MCRL+2% per annum from 61st day of this order on awarded amount till realization.
3. Further, the respondent shall have to pay an amount of Rs.7000/- (Rupees Seven Thousand Only) to the complainants towards cost of this litigation.
4. The complainants are at liberty to enforce this order in accordance with law, if the respondent fails to comply with the same.

(Typed to my dictation directly on the computer by the DEO,
corrected, verified and pronounced on 18.07.2026)

(Smt. Maheshwari S Hiremath)

Adjudicating Officer

K-RERA

