

ಕರ್ನಾಟಕರಿಯಲ್ 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 HIEMATH

DATED 07th OCTOBER 2026

COMPLAINT NO : 00877/2026

COMPLAINANT....

NIDHI AGARWAL

No.304, 3rd Floor, Ranka Plaza
Apartments, Wheeler Road, Frazer
Town, Bengaluru, Bengaluru urban-
560005

**(Rep. By. Shri. Arnav Dayanand -
Advocate)**

V/s

RESPONDENT.....

**CASAGRANT LOTUS PRIVATE
LIMITED**

Salma Bizhouse, No.34/1, 4th Floor,
Meanee Avenue Road, Opp to Lakeside
Hospital, Ulsoor Road, Near Ulsoor Lake
Bengaluru Urban-560042

(Ex-parte)

JUDGEMENT

1. This complaint is filed by the complainant under section 31 of the RERA Act against the project "**CASAGRANT CASABLANCA**" developed by **CASAGRANT LOTUS PRIVATE LIMITED**, seeking relief of Compensation from builder ^{e.}for (i) compensation of INR15,00,000 towards mental agony (ii) compensation of INR25,00,000 towards the financial loss and loss of opportunity (iii) Costs of Proceeding INR 50,000.

Wm
7/10

ಕರ್ನಾಟಕರಿಯಲ್‌ಎಸ್ಟೇಟ್ 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

2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/310/PR/040524/006862 valid from 30/04/2024 till 04/05/2029.
3. Said project is situated at Sy.No.18/1A5, 18/3, 18/1A7,18/1A8,18/1A9,18/1A10,18/1A11 AND 18/1A12 OF Mallasandra Village, Uttarahalli Hobli, Ward No. 198, Bengaluru South, Bengaluru Urban.

Brief facts of the complaint are as under: -

4. The complainant had booked a flat bearing no. T1-1411 in Tower 1 on 14th Floor in the project "CASAGRAN CASABLANCA" of the respondent vide allotment letter dated 30/12/2024. Subsequently, the respondent had cancelled the said allotment unilaterally without informing the complainant.
5. This complaint is filed for compensation on account of the Promoter's arbitrary, unfair and unlawful conduct in unilaterally cancelling and subsequently alienating her allotted apartment and failing to execute the Agreement for Sale despite having accepted substantial amount towards the sale consideration.
6. The Complainant was an allottee pursuant to the issuance of an Allotment Letter dated 30.12.2024, upon payment of booking advance amount aggregating to INR 1,00,000/- on 28.12.2024. The allotment was in respect of a 3-BHK Apartment bearing Unit No. T1-1411, having a carpet area of 1270 sq. ft., situated on 14th Floor, together with one car parking space, for a total sale consideration of

WWS
7/10

ಕರ್ನಾಟಕರಿಯಲ್ 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

verify INR 1,64,99,147.70/- (inclusive of applicable GST). As per the payment schedule mutually discussed and agreed upon in writing between the Complainant, her authorised person and the representative of the Promoter, one Mr. Sashi Kumar M, Deputy Manager-Sales, an amount equivalent to 10% of the total sale consideration was to be paid towards completion of the booking process and execution of the Agreement for Sale, pursuant to which the Complainant would remit 30% of the total sale consideration (aggregating to INR50,00,000/-) during the year 2025, with the balance consideration to be released in accordance with the standard construction linked payment schedule commencing from the year 2026 onwards. The aforesaid payment arrangement was formulated at the request of the Complainant and was duly acknowledged, confirmed and approved in writing by the said representative of the Promoter vide email dated 18.01.2026. It is pertinent to note that only upon receipt of the said written confirmation did the Complainant transfer an aggregate sum of INR15,50,016/- on 19.01.2025, through NEFT/IMPS transactions towards the 10% booking amount.

7. Having received the Promoter's approval of the payment schedule and allotment letter for the aforesaid apartment, the Complainant proceeded to make the necessary financial arrangements and consequently sold an immovable property, being a plot of land, under a registered Sale Deed dated 18.01.2025, with the specific intention of generating sufficient funds to meet the demand for payment of 30% of the total sale consideration. However, despite the

W
7/10

ಕರ್ನಾಟಕರಿಯಲ್ 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

Complainant having arranged the requisite funds and being continuously ready and willing to comply with her payment obligations, she was constrained to keep the sale proceeds earmarked and on hold, awaiting execution of the Agreement for Sale. It is pertinent to note that the Complainant had also received a draft copy of the Agreement for Sale vide email dated 23.01.2025. To the Complainant's utter shock, on 12.02.2025, one Ms. Sunitha R., Relationship Manager, CRM Team, informed her that the previously approved payment schedule had, in fact, not received the requisite internal approval, and a fresh payment demand of INR57.74 lakhs was raised in place of the mutually agreed amount of approximately INR35 lakhs. When this issue was raised with Mr. Sashi Kumar M, he, vide email dated 18.02.2025, admitted that he had proceeded on the assumption that the arrangement could be accommodated without formal approval, while assuring the Complainant that the necessary approval would be obtained. Despite such assurances, the Promoter neither regularised the agreed payment schedule nor proceeded with the execution of the Agreement for Sale, leaving the Complainant in complete uncertainty regarding the status of her allotted apartment. Notwithstanding the continuous and proactive follow-ups taken by herself and her authorised person, the Complainant was kept waiting without any definitive response.

8. On 28.06.2025, the Complainant was shocked to receive an email bearing the subject "Refund #262779 - T11411 - Casablanca", calling upon them to furnish her bank account details for processing a refund, despite the Complainant having neither sought cancellation

W
7/10

ಕರ್ನಾಟಕರಿಯಲ್ 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

of the allotment nor requested any refund. Upon immediately bringing the matter to the attention of Mr. Sashi Kumar M., the Complainant was informed vide email dated 01.07.2025 that no cancellation of the allotted apartment had been initiated. The said assurance was further reiterated by the Promoter's Refund Team, which informed the Complainant vide an email dated 01.07.2025, that the refund ticket had been generated solely on account of a miscommunication from their end. However, notwithstanding the aforesaid events, throughout the period from January 2025 to October 2025, the Promoter, through its representatives, repeatedly assured the Complainant that there was no issue whatsoever with the allotment of the Apartment or the mutually agreed payment schedule and that the transaction would be taken forward. The Promoter had, in fact, shared a draft Agreement for Sale with the Complainant on 23.01.2025, thereby representing that the transaction was progressing towards formalisation. However, despite such representations and the Complainant's repeated requests, persistent follow-ups, and continuous readiness and willingness to perform her contractual obligations, the Promoter failed to take any steps towards execution of the Agreement for Sale or to communicate any decision repudiating or modifying the agreed payment arrangement. Instead, the Promoter kept the Complainant under the bona fide belief that the transaction remained subsisting, while indefinitely delaying the execution of the Agreement for Sale without any lawful justification.

W
7/10

ಕರ್ನಾಟಕರಿಯಲ್ 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

9. However, to the utter shock and dismay of the Complainant, upon visiting the project site on 30.10.2025, she discovered that the apartment allotted to her had been re-allotted to a third party and that the Agreement for Sale in respect thereof had already been executed with the said third party without her knowledge, consent or prior intimation. Upon seeking an explanation from the representatives of the Promoter, the Complainant was informed that her booking had been cancelled, and the representatives candidly admitted that the same had occurred due to an internal miscommunication. The aforesaid wrongful conduct was further confirmed by a written communication dated 18.11.2025 from one Mr. N. Prabhakar, Project Head - Casagrand Casablanca, who categorically informed the Complainant, "Sir original flat can't able to allocate because another customer paid 50% payment." The said communication constitutes a clear and unequivocal admission on the part of the Promoter that the very same Unit No. T1-1411, despite having been duly allotted to the Complainant under the Allotment Letter dated 30.12.2024, and despite the Promoter having received an aggregate sum of INR16,50,016/- towards the sale consideration, was wrongfully allotted to a third party solely on the ground that a third-party purchaser had paid a higher percentage of the sale consideration. The aforesaid conduct and actions also effectively amounts to an instance of double booking of the apartment, which is impermissible in law and wholly contrary to the Promoter's contractual and statutory obligations. Such conduct is wholly arbitrary, unfair and contrary to the contractual commitments made

UW
7/10

to the Complainant and in complete disregard to her vested contractual and statutory rights.

10. The aforesaid acts and omissions of the Promoter including (i) accepting 10% of the sale consideration from the Complainant without first executing an Agreement for Sale and (ii) unilaterally initiating the cancellation of the Complainant's allotment and re-allotment of the apartment to a third party, without any prior notice, consent or lawful justification, is ex facie illegal and in blatant contravention of Sections 11(5), 13 and 18(3) of the RERA Act, 2016. Accordingly, the Promoter has rendered itself liable to compensate the Complainant and is bound to restore them to the position they would have occupied had the aforesaid statutory violations not been committed.
11. As a direct consequence of the Promoter's arbitrary and mala fide conduct, the Complainant has been left with neither the benefit of the amounts paid towards the allotted apartment nor the apartment itself. Acting upon the Promoter's representations and assurances, the Complainant had sold her residential plot solely to arrange funds for the purchase of the allotted apartment. Owing to the Promoter's subsequent conduct, the sale proceeds have remained idle and unutilised for a prolonged period. Had the Complainant not been induced to alienate the said property, it would have appreciated by approximately 20-30% during the relevant period, resulting in substantial financial loss and loss of opportunity directly attributable to the Promoter's actions. Further, the Complainant has suffered a significant loss of opportunity as a result of the substantial

CM
7/10

ಕರ್ನಾಟಕರಿಯಲ್ 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

appreciation in the value of comparable apartments during the intervening period. Consequently, the Complainant would now be required to incur a substantially higher consideration to purchase a similar apartment. This is evident from the Promoter's own marketing communication, wherein a comparable apartment in the same tower with identical specifications, albeit on a lower floor, was quoted at a price approximately INR26,00,000/- higher than that agreed with the Complainant, clearly demonstrating the premium in the market value of such units.

12. It is also evident from the conduct of the Promoter, as set out hereinabove—namely, the prolonged uncertainty surrounding the status of the allotted apartment and the agreed payment schedule, the issuance of an unwarranted refund request vide email dated 28.06.2025, the subsequent false assurance that no cancellation had been initiated, the failure to execute or even furnish a draft of the Agreement for Sale, and ultimately the unilateral cancellation and alienation of the Complainant's allotted apartment, which came to her knowledge only upon visiting the project site and not through any written communication issued by the Promoter—that the Complainant was subjected to continuous uncertainty, harassment, and distress. As a direct consequence of the Promoter's arbitrary and unlawful conduct, the Complainant has suffered immense mental agony, hardship, inconvenience, and emotional distress over a continuous period of approximately 18 months, commencing from January 2025 until the filing of the present Complaint in July 2026,

W
7/10

ಕರ್ನಾಟಕರಿಯಲ್ 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

thereby entitling them to appropriate compensation under the provisions of the RERA Act. Hence, this complaint.

13. After registration of the complaint, in pursuance of the notice, the respondent did not appear before this court and hence placed as ex-parte.

14. The complainant in support of her claim has produced / uploaded documents such as copies of allotment letter dated 30.12.2024, email communications, payment receipts, sale deed executed by the complainant with a third party to raise funds for purchase of the allotted flat dated 18.01.2025, draft agreement of sale dated 23.01.2025, whatsapp communication, legal notice dated 18.12.2025 and webpage published by the respondent in respect of its project "Casagrand Casablanca" setting out the prevailing price range of units in phase -II of the said project. The Respondent has not produced any documents on his behalf.

15. Hearings of this matter were conducted on 18.08.2026, 28.08.2026, 10.09.2026 and 18.09.2026.

16. Heard Arguments of the complainant.

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

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

18. **My answer to the above points is as under: -**

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

UW
7/10

ಕರ್ನಾಟಕರಿಯಲ್ 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

REASONS

19. **My answer to Point No.1:** - The complainant has approached this court seeking relief of compensation of Rs.15,00,000/- (Rupees Fifteen Lakh Only) towards mental agony, Rs.25,00,000/- (Rupees Twenty-Five Lakh Only), financial loss and loss of opportunity.

20. The grounds urged are that she had booked a flat bearing T1-1411 in Tower 1 on 14th floor in the project "CASAGRAN CASABLANCA" of the respondent vide allotment letter dated 30/12/2024. Subsequently, the respondent had cancelled the said allotment unilaterally without informing the complainant. The respondent had issued the allotment letter dated 30/12/2024 in respect of 3BHK apartment bearing T1-1411 with one car parking space for a total sale consideration of INR 1,64,99,147.70/- inclusive of GST. The respondent team informed to pay an amount equivalent to 10% of the total sale consideration wants to be paid during booking process and she would remit 30% of the total sale consideration during the year 2025 at the time of execution of agreement of sale and balance consideration to be paid in accordance with payment schedule commencing from the year 2026 on-wards. She had transferred a sum of INR 15,50,016/- (Rupees Fifteen Lakh Fifty Thousand Sixteen Only) on 19.01.2025 through NEFT-IMPS transaction towards the 10% booking amount.

W
7/10

21. At this, juncture, it would be appropriate to extract 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;
- c) The repetitive nature of the defaults;
- d) Such other factors which the Adjudicating officer considers necessary to the case in furtherance of justice.

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

23. It is evident from the copy of sale deed dated 18/01/2025 that the complainant had sold her another property i.e. site bearing no.604 measuring East to West 55 feet (16.734 Meters), North to South 30 feet (9.144 Meters) totally measuring 1650 sqft in "JR GREENPARK LAKE FRONT" project carved out of Survey No.14/1A and 14/1B situated at Marsur Village, Kasaba Hobli, Anekal Taluk, Bengaluru Urban District in favor of one Nethra.S for a total sale consideration of Rs.1,02,71,250/- (Rupees One Crore Two Lakh Seventy One Thousand Two Hundred and Fifty Only) under the said registered sale deed in order to generate

ಕರ್ನಾಟಕರಿಯಲ್ 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

sufficient funds to pay balance amount. She was waiting for execution of agreement of sale and received draft copy of agreement of sale vide email dated 23.01.2025. On 12/02/2025, the respondent team informed that a fresh payment demand on INR 57,74,000/- was raised in place of INR 35,00,000/-. Subsequently, on 28/06/2025 the complainant had received an email from the respondent calling upon her to furnish her bank account details for processing a refund, despite the complainant having neither sought for cancellation of allotment nor requested any refund. On enquiry she was informed vide email dated 01/07/2025 that no cancellation of the allotted apartment had been initiated and the respondent had shared draft agreement of sale 23/01/2025. However, despite repeated request, continuous follow-ups by the complainant to execute the agreement of sale, the respondent had failed to initiate any steps in this regard. Thereafter, her visit to the project site on 30/10/2025, she noticed that the apartment allotted to her had been re-allotted to a third party under agreement for sale without her knowledge, consent or prior intimation. Later, on 18/11/2025 she was informed that the said flat cannot be allotted, because another customer had paid 50% payment.

24. It is apparent from the copies of payment receipts that the respondent had received and amount of Rs.16,50,016/- (Rupees

we
7/10

ಕರ್ನಾಟಕರಿಯಲ್ 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

Sixteen Lakh Fifty Thousand and Sixteen Only) which is ~~more~~^{e.} ~~than~~^e 10% of the sale consideration from the complainant without executing an agreement of sale which is a clear violation of RERA Act. Further, it is evident from the copies of allotment letter dated 30/12/2024, email communications and draft agreement dated 23/01/2025, though the respondent had issued allotment letter towards allotment of unit no. T1-1411 and in spite of receiving ~~more than~~^{R. a.} 10% of sale consideration from the complainant, the respondent had executed agreement of said flat in favor of some third party.

25. Further, it is noticed that the complainant herein has filed another complaint in CMP No.876/2026 before the RERA Authority seeking relief of refund with interest which is pending adjudication.

26. Coming to the aspect of awarding compensation towards mental agony, 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.

27. 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

10/11/2025

ಕರ್ನಾಟಕರಿಯಲ್ 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

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 and the struggle they had made to mobilize funds for legal battle to recover the money they had invested with such great hope. Mental agony, 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 benefit of appreciation. However, where refund alone is directed, compensation may be higher as the allottee is deprived of both possession and escalation in value.

28. Herein this case, the complainant is deprived of use and enjoyment of her allotted apartment despite paying part sale consideration as per demand raised by the respondent. Having regard to all these facts and circumstances of the case, I am of the considered view that it is just and proper to award compensation of Rs.5,00,000/- (Rupees Five Lakh Only) towards mental agony, financial loss and loss of opportunity.

W
7/10

ಕರ್ನಾಟಕರಿಯಲ್‌ಎಸ್ಟೇಟ್ 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

Accordingly, the point raised above is answered in the Affirmative.

29. The final order in the present complaint could not be passed within the stipulated period as prescribed under section 71(2) of the Real Estate (Regulation and Development) Act of 2016 to due to adjournments sought by the complaint^{an e.} and other procedural reasons.

30. **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 compliant bearing No. **00877/2026** is hereby allowed as under:-

1. The respondent is hereby directed to pay compensation of Rs.5,00,000/- (Rupees Five Lakh Only) to the complaint^{an e.} towards mental agony^{e.} to the complainants.^{e.}
2. The respondent is 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.
3. Further, the respondent is directed to pay Rs.7,000/- (Seven Thousand Only) to the complainants^{e.} towards litigation cost of this case.

WY
7/10

ಕರ್ನಾಟಕರಿಯಲ್ 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. The complainants are at liberty to initiate action in accordance with law in the event the respondent fails to comply with this order.

(Typed to my dictation directly on the computer by the
DEO, corrected, verified and pronounced on 07.10.2026)


7/10
Maheshwari S Hiremath
Adjudicating Officer
K RERA

NOT AN OFFICIAL COPY