



**BEFORE THE TAMIL NADU REAL ESTATE
REGULATORY AUTHORITY (TNRERA)
(Tamil Nadu, Andaman & Nicobar Islands)
at Egmore, Chennai – 600 008**

**[Under the Real Estate (Regulation and Development) Act,
2016]**

**Coram : Dr.L. Subramanian, I.A.S., (Retd) Hon'ble Member
Adv. M.Krishnamoorthy, Hon'ble Member**

RCP No. 62 of 2023

K.S. Aruna Vasumathi

.... Complainant

Vs.

M/s. Alliance Group
(Alliance Business Parks Pvt. Ltd.)

.... Respondent

Counsel for the
Complainant
Counsel for the
Respondent

: Rep. by M/s. B.K. Girish Neelakantan, Advocates
: Rep. by Mr. A. Joseph Dorairaj, Advocate

**Heard on : 15.04.2025
Delivered on : 18.08.2025**

ORDER

This complaint is filed for refund of Rs.50,000/- with an interest of 24% per annum to be paid by the respondent with costs.

Averments of the Complaint in brief:

The respondent advertised about its project "**Augustus Alliance Galleria'** Residences in Pallavaram. Attracted by that, the complainant approached the respondent on 14.03.2018 and 19.03.2018 for purchasing Flat No.1210. The total cost of which was arrived at Rs.42,17,100/-. The complainant paid Rs.10,000/- as booking advance and obtained a receipt on 21.03.2018. In March 2018 itself, the complainant paid Rs.2,40,000/-. When a draft agreement for sale and construction were given to her, she raised queries about planning approval for the project as it was mentioned in the draft Sale Agreement that CMDA revised approval plan is yet to be received. Since there was no response from the Respondent, the Complainant again sent an email on 03.05.2018 requesting certain clarifications from the respondent and the respondent replied on the same day stating that her queries were forwarded to the concerned team for clarification. Since the Complainant was not given clear reply for the sanctions, authorisation, delivery of possession, date of registration of the agreements, she raised her objections about the handing over of the unit by July 2020 which was in fact assured to her at the time of booking the flat that possession will be given by December 2018. Hence she sent an email to the respondent on 18.05.2018 stating that she is cancelling the booking and asked for refund of her money. Then she received various mails; but finally received a cheque for Rs.2,00,000/- only as refund. Balance Rs.50,000/- was withheld by the respondent as cancellation fee for the never constructed imaginary flat. Hence this complaint is filed for refund of Rs.50,000/- with interest of 24% per annum and costs.

Averments of the Respondent in brief:

The respondent has denied the complaint except those that are specifically admitted. The respondent developed its project "*Augustus Alliance Galleria*" Residences; obtained approvals from the appropriate authorities for construction and development of the project. RERA registration was obtained and renewed also. It is true that the complainant booked Flat No.1210 and paid Rs.2,50,000/- towards initial payment but the respondent never assured to complete and handover the unit by 2018. When the respondent sent draft agreements to the complainant, she did not return it or produce the same before the Forum for the reasons best known to her. She was well aware about the handing over period even at the time of booking the flat. As per Clause 5 of the Booking Form, in case of cancelling the booking, Rs.50,000/- would be deducted as cancellation charges and the balance will be refunded. The respondent submitted that on these grounds, the complaint is to be dismissed.

The complainant side has filed the proof affidavit of CW1 with Ex.A1 to A26. The respondent has recorded the proof affidavit of RW1 and no documents are produced. Both the sides have filed their written arguments also.

From perusal of all the above narrated details, the following points are to be decided for disposing off this complaint:

- (i) Whether the complainant is entitled for refund of Rs.50,000/- with due interest?
- (ii) Any other reliefs?

Answer to point (i):

The fact that the project "*Augustus Alliance Galleria*" Residences is being launched in Pallavaram. The complainant's booking of Flat No.1210, her payment of Rs.2,50,000/- towards the total cost of Rs.42,17,100/- are all admitted by both the sides. The agreements for sale and construction are not placed before this Forum to ascertain other facts about the completion and handing over undertakings. At the same time, the emails sent by the complainant from 20.03.2018 to 15.11.2018 speak volumes of her requests and clarifications including her intention to cancel the booking as the respondent has changed the handing over date to July 2020 from the earlier promised handing over date of December 2018. For her earlier emails upto 03.05.2018, the respondent had replied through Ex.A5 that it had delayed response. Ex.A6 is the mail sending her the reply with a same content that "we will send you shortly" for all her queries. Her payment of Rs.10,000/- which was missed to be included in the agreement was assured to be adjusted towards her unit cost and a separate receipt would be issued to her. As nothing was performed, the complainant had sent a mail of cancellation as early as on May 2018 itself and has requested for refund of Rs.2,50,000/- on or before 24th May 2018. For this, the respondent had replied that it would handover the unit in a much earlier date. Again and again, she has requested for refund of her paid amount. Finally Rs.2,00,000/- alone was repaid to her and Rs.50,000/- was retained by the respondent towards cancellation charges. The respondent relies upon the booking form to establish that already there was a condition for deduction of Rs.50,000/- in case of cancelling a booked unit. But the booking form is not produced before this Forum.

However, from the exhibits marked by the complainant side, it is clear that the project was delayed by the respondent and so it was prepared to refund her amount. At the same time, it is not lawful to retain Rs.50,000/- towards cancellation charges as the complainant was forced to cancel the booking due to shifting of the handing over date. Eventhough there was such conditions mentioned in the booking form it is against Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 stipulates as follows:

Section 18(1): If the promoter fails to complete or is unable to give possession of an apartment, plot or building, -

- (a) In accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
- (b) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

He shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

In view of the above provision under Section 18(1) of the Act the respondent has no lawful right to retain Rs.50,000/- as cancellation charges as the delay was caused by the respondent. Hence it is

answered that the complainant is entitled for refund of Rs.50,000/- from the respondent side.

As per Rule 18 of the TNRERA Rules, the rate of interest payable shall be current highest Marginal Cost of Lending Rate of interest of State Bank of India (SBI) +2% per annum. Hence the Complainant is entitled for interest at the rate of 8.20% per annum being the Marginal Cost of Lending Rate of interest of SBI at the time of filing the complaint + 2% per annum i.e 10.20% per annum for the entire amount paid from the date of respective payment till repayment by the Respondent.

Answer to point (ii):

The complainant is entitled for the cost of Rs.25,000/- towards costs.

In the result, it is ordered that the respondent is directed to refund Rs.50,000/- which was withheld by the respondent towards cancellation charges along with above mentioned rate of interest and a cost of Rs.25,000/- to the complainant. These amounts should be paid within 90 days from the date of this order.

Sd/- 18.08.2025
MEMBER (K), TNRERA

Sd/- 18.08.2025
MEMBER (LS), TNRERA

R.C.P No.62/2023

LIST OF WITNESSES

CW-1 --- K.S. Aruna Vasumathi

RW-1 --- Nil.

LIST OF DOCUMENTS FILED BY THE COMPLAINANT

Ex.Nos.	Date	Documents Name
Ex.A1	21.03.2018	Receipt dated 21.03.2018
Ex.A2	20.03.2018	Mail dated 20.03.2018
Ex.A3	21.04.2018	Mail dated 21.04.2018
Ex.A4	03.05.2018	Mail dated 03.05.2018
Ex.A5	03.05.2018	Mail dated 03.05.2018
Ex.A6	09.05.2018	Mail dated 09.05.2018
Ex.A7	11.05.2018	Mail dated 11.05.2018
Ex.A8	18.05.2018	Mail dated 18.05.2018
Ex.A9	18.05.2018	Mail dated 18.05.2018
Ex.A10	21.05.2018	Mail dated 21.05.2018
Ex.A11	24.05.2018	Mail dated 24.05.2018
Ex.A12	15.06.2018	Mail dated 15.06.2018
Ex.A13	05.07.2018	Mail dated 05.07.2018
Ex.A14	05.07.2018	Mail dated 05.07.2018
Ex.A15	05.07.2018	Mail dated 05.07.2018
Ex.A16	17.07.2018	Mail dated 17.07.2018
Ex.A17	24.07.2018	Mail dated 24.07.2018
Ex.A18	25.07.2018	Mail dated 25.07.2018
Ex.A19	27.07.2018	Mail dated 27.07.2018
Ex.A20	04.11.2018	Mail dated 04.11.2018
Ex.A21	13.11.2018	Mail dated 13.11.2018
Ex.A22	13.11.2018	Mail dated 13.11.2018
Ex.A23	15.11.2018	Mail dated 15.11.2018
Ex.A24	17.05.2019	Legal Notice
Ex.A25	25.06.2019	Cheque dated 24.06.2019
Ex.A26	March 2018	Bank Statement of Online Payment

LIST OF DOCUMENTS FILED BY THE RESPONDENT

Ex.Nos.	Date	Documents Name
-	No documents are marked	-

Sd/- 18.08.2025

MEMBER (K), TNRERA

Sd/- 18.08.2025

MEMBER (LS), TNRERA

/TRUE COPY/FORWARDED/BY ORDER


ADMINISTRATIVE OFFICER