



**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. 86 of 2023**

Bhuvana Ramkumar

**.... Complainant**

**Vs.**

M/s. Casa Grande Homes Pvt. Ltd.  
Rep. by its Managing Director  
**(Regn. No.TN/01/Building/0030/2017)**

**.... Respondent**

Complainant : Rep. by M/s. Vivrti Law, Advocates

Respondent : Rep. by M/s. Ganesh & Ganesh, Advocates

**Heard on : 04.04.2025  
Delivered on : 13.10.2025**

## **ORDER**

The above complaint, seeking refund along with litigation expenses from the Respondent is filed under section 31 of the *Real Estate (Regulation and Development) Act, 2016* hereinafter referred to as the Act.

### **2. The Averments of the Complainant, in brief:**

- a) The Complainant submitted that he is the allottee and owner of Flat No.E-403 in the Respondent's project "**ECR 14**" in Kanathur Reddy Kuppam, Thiruporur Taluk, Kancheepuram District. On persuasive and extensive advertisements by the Respondent, the Complainant approached the Respondent and purchased this unit. The Respondent had duly obtained the technical clearance, building permission, environmental clearance and TNRERA registration.
- b) The Complainant's son made an advance payment of Rs.1,00,000/- on 27.12.2017 even before the date of technical clearance. On this booking, the Respondent issued an Allotment Letter dated 29.12.2017. The carpet area was about 1170 sq.ft. with one covered car parking. The total cost, as per the allotment letter was fixed as Rs.79,40,000/- which is non inclusive of corpus fund amounting to Rs.50,000/-, goods and service tax and registration charges.
- c) The Complainant again paid Rs.7,89,280/- on 31.01.2018 towards 10% payment. The Complainant was appointed Power of Attorney by her son and she entered into a construction agreement and agreement for sale on 06.04.2018. The Respondent undertook to handover the completed unit by December 2019. The cost of construction was Rs.71,94,110/- and the cost of undivided share of land was Rs.7,45,890/-. As per the construction agreement, the Complainant

agreed to pay Rs.9,52,800/- towards GST and Rs.50,000/- for Corpus fund.

- d) The construction agreement and the sale deed were executed on 25.10.2021. As per this, the construction cost is fixed as Rs.71,94,110/- and the sale amount of UDS of land is Rs.7,45,890/-. The Complainant has paid a total sum of Rs.89,42,621/- for the purchase of the unit with UDS, GST, Registration and Corpus fund. At the same time Rs.86,698/- has been paid by her as a late fee charges without any default payment. On 09.11.2021, the Respondent issued No Due Certificate.

Hence this complaint is filed for refund of the excess amount of Rs.86,698/- which was wrongfully charged by the Respondent towards delayed payment and costs.

### **3. The Averments of the Respondent, in brief:**

- a) The Respondent submits that the averments of the complaint are incorrect and false except those facts that are specifically admitted by the Respondent. The Respondent purchased a land measuring 3,10,583 sq.ft. in Kanathur, Reddy Kuppam Village and formed the scheme of residential developments. It obtained necessary sanctions, planning permissions and approvals from the Development Authority, etc. The project was registered with TNRERA also.
- b) The Respondent states that after interaction and necessary inquiries and on total satisfaction, fully aware of and knowledge about all terms and conditions of the sale and offer and on acceptance, the Complainant was allotted the subject unit. The project was completed according to the terms and conditions. The Complainant is not aggrieved by any breach of performance by the Respondent. The Complainant did not adhere to the payment schedule as per the agreed terms and there was delay in payments.

c) The Respondent states that, as per the terms of the agreement, the Complainant had to pay the delay interest charges for every late payment. Section 19 Clause (7) of the Act clearly indicates that;

*"(7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)."*

d) The Respondent states that the No Due Certificate was issued on 09.11.2021. But the Complainant approaches the Court after a period of about 17 months. It is an afterthought. The delay charges and interest are payable by the Complainant as per the terms of the agreement. The Respondent is not liable to refund any amount and the complaint is to be dismissed.

4. An attempt to settle the matter amicably has failed.

5. Both the parties have filed their respective evidence on affidavit with documents.

6. On the basis of the rival contentions of the parties, the following points arise for determination:

(i) Whether it is correct to state that the Respondent had wrongfully charged Rs.86,698/- towards delayed payment?  
and

(ii) What are the other reliefs made out?

**7. Answer to point (i):**

a) The commencement of the project "ECR 14", allotment of the unit E-403, payment of Rs.89,42,621/- in total towards value of UDS, cost of constructions, GST, registration and corpus fund are all admitted by both the sides. Likewise the proper approvals and sanctions obtained by the Respondent are also admitted (Exhibits A-1 to A-3).

- b) The only grievance of the Complainant is that she has been charged Rs.86,698/- wrongfully under the guise of interest for delayed payment. For this, Exhibit A-7 to A-9 of the typed set of the Complainant is perused. The Complainant had produced a calculation sheet to make easy of the particulars about the dates on which she paid and the dates of the calculation sheet of the Respondent.
- c) On a perusal it reveals that all the amounts fixed by the Respondent were promptly paid by the Complainant except some payments with a mere delay of some short dates. For example, Sl.No.3 of the calculation sheet (Exhibit A-8) clearly shows that Rs.39,58,090/- was paid by her on 04.06.2018 itself which is shown as 05.06.2018 and the amount is split up into two amounts and is taken as a delayed payment. It is not correct. Likewise the dates of other payments which are shown as delayed payments are not appreciable because even though she had paid on earlier dates, the Respondent had shown them on subsequent dates to claim the delay. Hence the time slot of so called delay is not correct and the Respondent is not entitled to impose any interest on the alleged delayed payments.
- d) The learned counsel for the Complainant had produced the Orders passed by the Adjudicating Officer of this Authority in CCP's 59, 60 & 61 of 2023, which would go to show that there was delay in handing over of the booked units. The delay is on the part of the Respondent only in handing over the possession and there is no delay found on the Complainant's side in making payments; thereby the Respondent is not entitled to demand or collect any interest on the so called defaults. Thus, it is answered for Point No.(i) that the Respondent had collected Rs.86,698/- wrongfully towards delayed charges and the Complainant is

entitled for refund of the same with interest. Thus, the first point is answered accordingly.

**8. Answer for point No.(ii)**

- a) From the above findings, the Complainant is entitled for a refund Rs.86,698/- along with interest from 29.10.2021 till repayment by the Respondent.
- b) The rate of interest payable shall be current highest marginal cost lending rate of interest of State Bank of India (SBI) +2% per annum. Hence the complainant is entitled for interest at the rate of 8.70% 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 10.70% per annum on the refundable amount.
- c) The Complainant is entitled to a sum of Rs.25,000/- towards litigation expenses from the Respondent.

Thus, the third point is answered accordingly.

**In the result, the Respondent is directed as follows:-**

- (i) The Respondent shall refund the amount with interest and cost as per the findings in answer for Point No.(ii) in Para No.8 of this order within 30 days of issue of this order.

Sd/- 13.10.2025  
MEMBER (K), TNRERA

Sd/- 13.10.2025  
MEMBER (LS), TNRERA

**R.C.P.No.86/2023**

**LIST OF WITNESSES**

CW-1 --- Bhuvana Ramkumar

RW-1 --- Y. Mohan Raj

**LIST OF DOCUMENTS FILED BY THE COMPLAINANT**

<b>Ex.Nos.</b>	<b>Date</b>	<b>Documents Name</b>
Ex.A1	02.01.2017	Proceedings dt.02.01.2017
Ex.A2	13.04.2017	Proceedings dt.13.04.2017
Ex.A3	...	Approved Layout Plan
Ex.A4	25.10.2021	Construction Agreement
Ex.A5	25.10.2021	Sale Deed
Ex.A6	09.11.2021	No Due Certificate
Ex.A7	28.10.2021	Final Demand Letter
Ex.A8	29.10.2021	Proof of Panalty
Ex.A9	...	Receipts (P.Nos.56 to 71)
Ex.A10	28.05.2018	No Objection

**LIST OF DOCUMENTS FILED BY THE RESPONDENT**

<b>Ex.Nos.</b>	<b>Date</b>	<b>Documents Name</b>
Ex.B1	...	Cost Sheet

**SCHEDULE OF PROPERTY**

SCHEDULE 'A'  
(Total Property)

All that piece and parcel of land totally admeasuring about 7 Acres and 13 Cents or 3,10,583 Sq. Feet situated at Kanathur Reddykuppam Village, Thiruporur Taluk, Kancheepuram District comprised in the following survey numbers viz.,

S.No.	Survey Number	Survey Number as per Patta bearing No.2718	Extent
1.	36/2 (part)	36/2B	25.40 Cents out of 86 Cents
2.	36/3	36/3	37 Cents
3.	37/1	37/1	3 Acres and 04 Cents

4.	37/2	37/2	24 Cents
5.	37/5 (part)	37/5B	21.10 Cents out of 57 Cents
6.	37/6 (part)	37/6A	1 Acre and 66.5 cents out of 1 Acre 92 Cents
7.	35/2A (part)	35/2A2	14.8 Cents out of 48 Cents
8.	35/2B (part)	35/2B2	11.2 Cents out of 75 Cents
9.	48/2 (part)	48/2B	22 Cents out of 34 Cents
10.	48/3 (part)	48/3B & 48/3C	50 Cents out of 96 Cents
11.	48/4	48/4	11 Cents
12.	48/5 (part)	48/5B	26 Cents out of 67 Cents

**Bounded on the:**

North by	OSR land already gifted [Land comprised in Survey Nos. 48/2(P), 48/3(P), 47/7B1, 47/7B2, 48/5(P), 36/2(P), 37/5(P), 35/2B (P), 35/2A(P).
South by	Land comprised in Survey Nos. 38/1, 38/3A, 37/6(P) and 35/3.
East by	Land comprised in Survey Nos. 36/4, 36/2(P), 37/6(P), 37/5(P) and 60 feet wide road.
West by	Land comprised in Survey Nos.40 and 38/1(P), 48/3(P), 47/4

and situated within the Registration District of Chengelpet and Sub-Registration District of Thiruporur.

**SCHEDULE 'B'**  
(Property gifted towards Road Area)

All that piece and parcel of land comprising an extent of 2985.41 Sq. Meters or 32,135 Sq.ft. gifted towards Road Area in Schedule 'A' Property.

**SCHEDULE 'C'**  
(Remaining land available for developing and selling)

All that piece and parcel of land comprising an extent of 2,78,448 Sq.ft. in Schedule 'A' Property.

SCHEDULE 'D'  
(Land apportioned for commercial space)

All that piece and parcel of land comprising an extent of 4,000 Sq.ft. in Schedule 'C' Property.

SCHEDULE 'E'  
(Land apportioned for developing and selling residential units)

All that piece and parcel of land comprising an extent of 2,74,448 Sq.ft. in Schedule 'C' Property.

SCHEDULE 'F'  
(Property to be conveyed to the Allottee/s)

529 Sq.ft. of undivided share of land in the total extent of land in Schedule 'E' Property.

SCHEDULE 'G'  
(Location of apartment to be put up by the Promoter and to be delivered to the Allottee's)

A residential unit bearing Apartment No.E403 in Fourth Floor measuring about 1170 Sq.ft carpet area (comprising in Super Built-up area of 1700 Sq.ft.) in the residential complex put up in Schedule 'E' along with One Covered Car Park in the residential project **"CASA GRANDE ECR14"**.

Sd/- 13.10.2025  
MEMBER (K), TNRERA

Sd/- 13.10.2025  
MEMBER (LS), TNRERA

/TRUE COPY/FORWARDED/BY ORDER

  
ADMINISTRATIVE OFFICER