



**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]

C.No.81/2020

10th day of June, 2021

**Coram : Thiru K. Gnanadesikan, I.A.S. (Retired), Chairperson
Er. S. Manohar, Member
Adv. V. Jeyakumar, Member**

Tmt. R. Annalakshmi
W/o D. Ramesh

Complainant

Versus

M/s. Casa Grand Vallam LLP
Rep. by its Manager

Respondent

This Complaint came up for final hearing before this Authority in the presence of M/s. N.Nagasundram, K.N.Narensarath – Counsel for the Complainant and of M/s. Sudhanraj, S.Saradha, C.Srinivasan – Counsel for the Respondent and upon hearing the arguments of both the parties, this Authority passes the following order.

FINAL ORDER

The Complainant has submitted that the Respondent is the Builder and Promoter of a Project at CASAGRANDE 'Arena', Jamunampattu Village,

Oragadam Road, Vallakottai, Sriperumbudur Taluk, Kancheepuram District – 602105. This project has an extent of 29.46 acres consisting of several Villas. This project has been approved in DTCP layout No.23/2014. Subsequently the project has been registered under RERA bearing No.TN/01/Building/0019/2017.

2. The Complainant has also stated that the schedule of property is identified as C2-54 and as per marketing plan numbered as No.291 measuring about 1250 sq.ft. The above Villa has several defects from the date of purchase. The Complainant has requested several times to rectify the defects to the Respondent's care unit. But the Respondent's care unit threatened the Complainant instead of rectifying the defects. The Complainant's families were very much affected due to the defects. Hence, the Complainant is now before TNRERA seeking immediate relief and justice. The Complainant has stated the defects as below:

- i. No permanent electricity*
- ii. Cracks in the walls*
- iii. Water leakage in the building*
- iv. Damaged door*
- v. Denial of access to the playground*
- vi. No car pass*
- vii. No completion certificate*

3. The Complainant has sought the following reliefs:

- a) Pass an order directing the Respondent to immediately rectify the defects in the above mentioned Complainant's property*

b) Pass an order directing the Respondent to pay a compensation of Rs.10,00,000/- to the Complainant for the mental agony and hardship suffered.

And pass such and further orders as this Authority may deem fit under the facts and circumstances of this Complaint and thus render justice.

4. In the Counter Affidavit, the Respondent has submitted that the defects stated in the complaint are already responded by the Respondent. Further regarding the allegations about permanent electricity supply, the Respondent through their e-mail dated 24.02.2019 to the Complainant has already updated the status of permanent electricity supply and DG Installations. Further the Respondent has submitted that the lands identified earlier for locating the Electricity board substation has not been accepted by TANGEDCO and it has asked the Respondent to identify yet another parcel of land for installing the EB Substation.

5. The Respondent further submitted that they have already attended the issues of cracks in the wall and water leakage in the Building. For the issues raised by the Complainant in later stage, when the Respondent went to the premises of the Complainant, it is the Complainant's husband who was adamant and did not allow the Respondent's employee, staff/ authorized person to attend any complaints/issues for the reason best known to him. The allegation about the damaged door is an untrue statement of the Complainant to suit the Complainant's false claim. Also

the Respondent was never informed/communicated anything about the damaged door; moreover at the time of handing over of the villa to the Complainant by the Respondent, the door was in good condition.

6. The Respondent has also submitted that the allegations about denial of access to the playground, car pass are imaginary stories of the Complainant. The permission passes for playground and car pass have already been handed over to the Complainant the receipt of which was acknowledged by the Complainant. The Respondent further submitted that the completion certificate is not applicable for this project and further for the satisfaction of the Complainant, the Respondent agreed to hand over the Occupancy Certificate obtained by the Respondent from the concerned Block Development Officer.

7. The Respondent has further submitted that as per the directions of this Authority, the Respondent's Executive had contacted the Complainant's husband and asked for his permission to allow the employees of Respondent to visit the premises, but the Complainant and her husband for the best reason known to them repeatedly postponed the Respondent's employees visit and when the Respondent engineering department employee went to the Complainant's premises on 05.09.2020, the Complainant has asked him to come again after telephonic confirmation by Monday i.e., on 07.09.2020, when the Respondent employee again with fond hope contacted the Complainant's husband and again asked for his permission, but to the shock and surprise of the Respondent, the Complainant's husband changed his mind and said that the matter is pending before the Court so they will file a memo on the Court.

8. In the written submission of arguments, the Complainant has submitted that the handing over certificate dated 13.03.2019 shows that the Complainant was handed over possession by the Respondent. Defect liability details issued by the Respondent vide letter dated 13.03.2019 clearly show that the defect liability shall be for the period of 5 years. Therefore, the Respondent is liable for the defects stated in this complaint and it has to resolve the same to the Complainant.

9. In the written submission of arguments, the Respondent has reiterated its earlier submissions and further stated that the defects stated in the Complaint are already attended by the Respondent. The Respondent has further stated that they have already attended the issues of cracks in the wall and water leakage in the Building.

10. This Authority has examined the Complaint, the Counter Affidavit filed by the Respondent Promoter and the written submissions of arguments filed by both sides carefully.

11. As far as the provision of permanent electricity service is concerned, the Respondent Promoter is bound to obtain permanent domestic service connection in the name of the Allottee and hand over the electricity meter card to the Allottee. For this purpose, the TANGEDCO has directed the Respondent Promoter to provide suitable land for establishing Sub-Station. The Respondent Promoter shall do so expeditiously. Therefore this Authority directs the Respondent Promoter to ensure obtaining permanent domestic service connection in the name of the Allottee before 30.09.2021 without fail. In the meanwhile, the Respondent Promoter shall

provide electricity to the Allottee through DG Set at its cost till permanent domestic service connection is obtained.

12. This Authority notes the statement of the Respondent Promoter that it has attended to the cracks in the walls and water leakage in the building as well as other issues raised by the Complainant.

13. This Authority directs the Respondent Promoter to rectify any structural defects or any other defects as per Section-14(3) of the Act, if any such defects are brought to the notice of the Promoter within a period of 5 years by the Allottee from the date of handing over possession. The Respondent Promoter shall strictly adhere to the provisions of Section-14(3) of the Act. At the same time, the Authority directs that the Allottee shall provide unhindered access to the Villa for the maintenance crew of the Respondent Promoter.

14. With these directions, this Complaint is disposed of.

Sd/-...10.06.2021

MEMBER (M), TNRERA


Sd/-..10.06.2021

MEMBER (J), TNRERA

Sd/-...10.06.2021

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N.  10/6/21
ADMINISTRATIVE OFFICER

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10.6.21