

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075

Complaint No.WBRERA/COM 001064

Somit Kapoor & Tanmai Kapoor.....Complainants

Rajiv Kumar Kapoor.....Power of Attorney Holder of the Complainants

Vs.

Kolkata West International City Pvt. Ltd..... Respondent No.1

Jeet Ranjan Chakraborty..... Respondent No.2

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 17.02.2025	<p>Advocate Aantarik Dawn (Mobile - 9830161033 and email - antarikdawn@gmail.com) is present on behalf of the Complainants alongwith Mr. Rajiv Kumar Kapoor (Mobile - 9830583776) who is the Power of Attorney holder of the Complainants, Mr. Somit Kapoor and Mrs. Tanmai Kapoor in the hearing physically before the Authority and signed the Attendance Sheet.</p> <p>Advocate Atanu Koley (Mobile - 9674714239 and Email - advatanukoley87@gmail.com) is present on behalf of the Respondent no.2 Jeet Ranjan Chakraborty in the hearing physically and signed the Attendance Sheet.</p> <p>Heard both the parties in details.</p> <p>Complainant stated at the time of hearing that by an inadvertent mistake the Advocate of the Complainants have not recorded the name of 'Kolkata West International City Pvt. Ltd (KWIC)' as the Respondent and prayed for inclusion of the same as Respondent no.1 because it is a necessary party and Agreement for Sale has been signed with KWIC and Jeet Ranjan Chakraborty is Sale Executive of Respondent no.1.</p> <p>As per the Complainant, the fact of the case is that,-</p> <p>At present Complainants Mr. Somit Kapoor and Mrs. Tanmai Kapoor are staying in United Arab Emirates (UAE) and Mr and Mrs. Kapoor have given Mr. Rajiv Kumar Kapoor the Power of Attorney being the father and father-in-law of the Complainants and by virtue of the Power of Attorney he pursue this Complaint Petition on behalf of Mr. and Mrs Kapoor.</p> <p>A Standard Terms and Conditions cum Allotment (Buyer's) Agreement was made and executed on 02.07.2007 between Kolkata West</p>	

International City Pvt. Ltd. (KWIC/the company) and Somit Kapoor and Tanmai Kapoor who were the actual signatory of the agreement for an independent residential accommodation unit, which was to be constructed, was allotted in favour of them by KWIC, which was marked as Plot no. C/08/17, Type 8X15, Land Area 120 Sq. Mt., Bldg. area 1910.18 Sq. Ft., Phase-I, KOLKATA WEST INTERNATIONAL CITY, Kona, Howrah, Pakuria, West Bengal 711113 and the price (consideration) was fixed at Rs. 35,32,500/- (Rupees Thirty-Five Lakh Thirty-Two Thousand Five Hundred only).

In pursuant to the said agreement, Mr and Mrs. Kapoor have already paid KWIC in a timely manner a total sum of Rs. 31,79,250/- (Rupees Thirty-One Lakhs Seventy- Nine Thousand Two Hundred and Fifty only) which is 90% of the consideration fixed in the said agreement.

As per the said agreement possession date of the unit was expected to be 2008. However, after much delay as per company's notice (Ref: KWIC/CSD/10-11/4199) dated 03.03.2011 KWIC had promised to handover the said unit by October 2013, which the company also failed to perform.

In respect of getting return of the plot no. C/08/17, Mr and Mrs. Kapoor pursued to the office of the KWIC on repeated occasions but KWIC did not pay any heed to their request.

Since KWIC was unable to deliver possession of residential units to their respective owners, one of the allottees instituted a suit before State Consumer Dispute Redressal Commission (SCDRC) and the National Consumer Dispute Redressal Commission (NCDRC) in the year 2011, praying for possession with interest and compensation, which was further appealed by KWIC before the Hon'ble Supreme Court of India wherein the following judgement was passed on 25.03.2019: -

"Having regard to all the facts and circumstances of the case, we modify the order of the NCDRC by directing that the appellant shall pay interest at the rate of 9% per annum to the respondent instead and in place of 12% as directed by the NCDRC. Save and except for the above modification, we affirm the directions of the NCDRC."

A copy of the said judgement dated 25.03.2019 passed by the Hon'ble Supreme Court (KOLKATA WEST INTERNATIONAL CITY PVT LTD V. DEVASIS RUDRA, AIRONLINE 2019 SC 2616) is annexed for your reference.

That on 14.07.2022, Mr and Mrs. Kapoor received a Financial Settlement through email (from indrani.saha@usel-infra.com) in respect of the unit no. C/08/17 which was allotted in favour of Mr and Mrs. Kapoor wherein the compensation mentioned in the said financial settlement is not satisfactory. On the contrary, KWIC demanded extra money from Mr and Mrs. Kapoor for additional Built-Up (Covered) area to which Mr and Mrs. Kapoor never agreed. Such demand of money is an unfair trade practice from the company's end and is strictly barred by law.

That on 30.08.2022, Mr and Mrs. Kapoor emailed KWIC office (to indrani.saha@usel-infra.com) stating the unacceptably low compensation which the company had offered and Mr and Mrs. Kapoor also opposed the

oppressive demand for money which the company had made with a malafide intention to prejudice and deprive Mr and Mrs. Kapoor of the fair compensation.

That on 03.05.2024, the company representative emailed Mr and Mrs. Kapoor (from jeet@kwic.co.in), stating some unsubstantiated extravagant expenses on Mr and Mrs. Kapoor's allotted unit and that they are only entitled to a balance amount of Rs. 1,01,697/- (Rupees One Lakh One Thousand Six Hundred and Ninety-Seven only) which will be adjusted with the Facility Management System (FMS) Charges. This is a clear attempt to coerce Mr and Mrs. Kapoor to accept the unjustified offer.

That on 06.05.2024, Mr and Mrs. Kapoor replied to the company's mail (to jeet@kwic.co.in) and put forward some reasonable conditions which the company deliberately refused to consider.

On 28.05.2024, Mr and Mrs. Kapoor sent a legal notice through an advocate to the director of KWIC and other company associates, stating the facts and demanding immediate delivery of possession of the allotted unit along with compensation for delay. However, no reply has been received from any medium. They are sitting tight and total amount of Rs.31,79,250/- has already given but neither Mr. and Mrs. Kapoor have received the unit nor any refund of money has been given to them and the amount paid of Rs.31,79,250/- the KWIC is enjoying the interest of the amount for almost 18 years.

The Complainant prays before the Authority for the relief of,-

Immediate delivery of possession of allotted unit being Plot no. C/08/17, Type 8X15, Land Area 120 Sq. Mt., Bldg. area 1910.18 Sq. Ft., Phase-I, KOLKATA WEST INTERNATIONAL CITY, Kona, Howrah, Pakuria, West Bengal 711113 and interest for delay in delivery of possession of the said flat calculated from January 2009 in respect of Mr. Somit Kapoor and Mrs. Tanmai Kapoor.

After hearing both the parties, the Authority is hereby pleased to give the following directions:-

Let Mr. Somit Kapoor and Mrs. Tanmai Kapoor be included as Joint Complainants in the present Complaint Petition because they are the necessary party for adjudication of this matter.

Let Kolkata West International City Pvt. Ltd (KWIC) be included as Respondent no.1 and Jeet Ranjan Chakraborty be henceforth be referred as Respondent no.2.

The Complainant is directed to submit his total submission regarding this Complaint Petition on a Notarized Affidavit, annexing therewith notary attested/self-attested copy of supporting documents and a signed copy of the Complaint Petition and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and scan copies, within **15 (fifteen)** days from the date of receipt of this order of the Authority by email.

Complainant shall provide in his Affidavit his submission

regarding maintainability points, if any, in the abovementioned Affidavit, annexing therewith supporting provisions, judgments, documents, if any.

The Respondent is hereby directed to submit its Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested/self-attested copy of supporting documents, if any, and send the Affidavit (in original) to the Authority serving a copy of the same to the Complainant, both in hard and soft copies, within **15 (fifteen)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Respondent shall provide its submission regarding maintainability points, if any, in the abovementioned Affidavit, annexing therewith supporting provisions, judgments, documents, if any.

Respondent shall specifically state in its Affidavit the exact timeline within which the Respondent shall deliver the possession of the flat and garage to the Complainant in habitable condition and completed basic amenities as per Agreement for Sale.

Fix **12.06.2025** for further hearing and order.



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority