

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**

**Before the Double Bench of Mr Naveen Verma, Chairman &**

**Mrs Nupur Banerjee, Member**

**Case No. RERA/CC/823/2019**

Abdul Kadir .....Complainant

Vs

M/s Agrani Homes Pvt Ltd. ....Respondent

**Projects: Suraj Suman Block A**

**Present: For Complainant: In person**

**For Respondent : Mr. Pravin Kumar, Advocate**

**ORDER**

**2-12-2021**

The matter was last heard along with the batch of cases before the double

**6-12-2021**

bench on 24.11.2021.

The case of the complainant is that the complainant had booked a flat in the project on 18.04.2017 by making total payment of Rs 5 lacs vide cheque nos. 007894 of Rs. 3 lacs against which receipt bearing no. 5520 was issued and cheque no. 007895 of Rs. 2 lacs against which receipt no. 5613 was issued. The complainant further stated that the respondent company informed him that the project would start by July 2017 but there was no progress in the project. The complainant has alleged that seeing no progress in the project, the complainant requested the company to refund the amount paid but no response was received from them. The complainant further alleged that he tried contacting the respondent company several times, but in vain and therefore has filed the case praying for refund of the paid amount with interest from 18.04.2017.

The complainant has placed on record receipt nos. 5520, 5613 issued by the company, copies of cheques bearing nos. 007894 and 007895, KYC form and aadhar card.

Perused the records of the case. No reply has been filed by the respondent company. The Bench notes that Mr. Alok Kumar, MD of the respondent company has attended all the previous hearings virtually except the hearing conducted on 24-11-2021 and orally authorized Mr. Pravin Kumar to represent the respondent company. A penalty of Rs. 10,000/- was imposed upon the respondent company for his non-appearance which has not been deposited by the respondent company.

In previous hearings, the MD of the respondent company submitted that a number of FIRs have been lodged against him by the landowner Manish Kumar with whom Mr. Alok Kumar later has entered into a compromise wherein the landowner is ready to return the amount of around Rs. 1 Crore to the company.

The Bench was also informed that the respondent company was unaware of the development agreement executed between landowner and M/s Hira Panna Infra Projects Pvt. Ltd and upon learning the same, the respondent company cancelled 2 agreements out of 4 agreements with the landowner.

The Bench has taken note of the submissions of the parties. A penalty of Rs. 20,000/- was imposed upon the respondent company vide interim order passed on 07.10.2021 for not furnishing copies of FIRs filed against the respondent company along with the compromise agreement with the landowner, which has also not been deposited till date.

The Bench observed that the liability to refund the amount to the allottees is upon the respondent company and it is for them to arrange the money from whatever sources they desire.

After perusing the records and hearing the submissions of both the parties, the Bench hereby directs the respondent to refund the full amount paid by the complainant i.e. Rs. 5 lacs with interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years from the date of taking the booking till date of payment within sixty days of issue of this order.

As far as the penalty of Rs. 30,000 (10,000 + 20,000) imposed upon the respondent company is concerned, the Bench notes that if the said amount is not paid within the period of 60 days as stated above, the same shall be recovered as arrears of land revenue as enumerated u/s 40(1) of the Act.

With these directions, the matter is disposed of.

**Sd/-**  
**Nupur Banerjee**  
**Member**

**Sd/-**  
**Naveen Verma**  
**Chairman**