

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman

Case No: RERA/CC/1023/2021

Shreekant Pandey

...Complainant

Vs.

M/s Jascon Enterbuild Ltd.

...Respondent

Project: Jascon Palace

Present: For Allottee: Adv. Puneet Siddhartha

For Promoter: Adv. Punit Kumar

05.05.2022

ORDER

This matter was last heard on 20.04.2022

In this matter filed under section 31 of the Real Estate (Regulation and Development) Act, 2016, the allottee states that he had booked a flat bearing no 602 with built up area 662 Sq. Ft in the project Jascon Palace for a total consideration of Rs.18,08,600/-. He had paid Rs.10,58,600/- and an Agreement for Sale was executed on 23.12.2014 wherein it was mentioned that the said flat would be completed within 9 months with a grace period of three months. However, the promoter did not hand over possession of the flat. He further submitted that on repeatedly reminders to the company to refund his deposit, the promoter has paid only Rs.1,00,000/- till date. Hence, the allottee has filed this matter for refund of remaining amount i.e. Rs.9,58,600 with interest and compensation.

The allottee has placed on record copy of agreement for sale dated 23.12.2014, copy of bank statement of Bank of Baroda account in the name of Srikant Pandey from 01.10.2014 to 31.05.2015, copy of bank statement of Bank of India account in the name of Manish Kumar Pandey from 01.10.2014 to 30.05.2015, copy of bank statement of Bank of India account in the name of M/s. Jascon Enter Build Ltd from 20.02.2015 to 30.05.2015, copy of bank statement of Bank of India account in the name of Sushil Kumar from 01.11.2014 to 25.05.2015, copy of transactions inquiry details account in the name of Manish Kumar Pandey.

On last date of hearing the learned counsel for the promoter had filed written statement stating that they are willing to refund the paid consideration. He had submitted that the complainant made latches in payment of consideration amount and had sent a letter requesting to cancel the booking of the flat. However, he has not filed any document in support of his contention.

The learned counsel for the promoter had submitted that the promoter had sold the apartment recently to someone else. On the contrary, the learned counsel for the allottee had submitted that the allotment for flat was cancelled in 2017 and they had sold the flat then itself, but did not make any refund since then. However, neither party has filed any affidavit to confirm their oral submission nor have they filed any supporting document.

Be that as it may, the promoter has admitted that the amount was taken from the allottee and the process of refund has been initiated by paying Rs.1,00,000/-. They have agreed to make the remaining payment from the sale proceeds of the flat.

Taking note of the submissions made and documents, the Bench is of the opinion that the promoter should have refunded the amount to the allottee from the date of receipt of application for cancellation. Since no document has been filed to prove that the allottee had defaulted and the promoter had delayed the handing over of possession, the Authority directs the promoter and their Directors to refund the remaining principal amount i.e. Rs.9,58,600/- to the allottee along with interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years plus three percent from the date of taking the booking till the date of refund within sixty days of issue of this order.

The allottee is at liberty to approach the Adjudicating Officer under relevant sections of the Act for their claim for compensation from the promoter.

With these directions and observations, the matter is disposed of.

Sd/-
Naveen Verma
(Chairman)