

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Hearing Before the Bench of Hon'ble Chairman, Mr. Naveen Verma, & Hon'ble
Member, Mrs. Nupur Banerjee, RERA , Bihar**

Case No. :- RERA/CC/1049/2020

Sandhya Surabhi.....Complainant

Vs

M/s Agrani Homes Pvt. LtdRespondent

Project: SURAJ SUMAN

Present: For Complainant: In person

For Respondent : Mr.Pravin Kumar, Advocate

02-12-2021

06-12-2021

Order

This matter was last heard at length on along with batch of cases on 24/11/2021.

The case of the complainant is that the complainant booked a flat of area 1245 for total consideration of Rs 37,66,000 exclusive of taxes in Block "A" of the project Agrani Suraj Suman and made payment of Rs.3,50,000(Three Lakh Fifty Thousand only) the of which as follows:- Rs.2,10,000 vide cheque no. 001047 of bandhan bank dated 31.07.2017 and Rs 40,000 vide cheque no. 000015 of bandhan bank dated 31.07.2017 for which money receipt no. 5969 dated 10.08.2017 was issued and Rs 1,00,000 vide cheque no. 001048 of S.B.I dated 31.07.2017 for which money receipt no. 5971 dated 01.08.2017 was issued. The complainant filed the case seeking refund of money paid along with interest.

The complainant has placed on record cheques bearing no. 001047,000015,001048, refund application dated 21.04.2018,aadhar card of the complainant, money receipts dated 11.04.2017 and 12.04.2014 and Know Your Customer form.

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 amount paid by the complainant i.e. Rs. 3,50,000/- 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 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