

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

Case Nos. RERA/CC/1062/2021

Sunita Sharan

...Complainant

Vs.

M/s Grih Vatika Homes Pvt. Ltd.

...Respondent

Project: - Raghunath Green Vatika

ORDER

11-05-2022

.....

12-05-2022

The case of the complainant is that she had booked a flat bearing flat no: 204, in Block B on 2nd floor in the project Raghunath Green Vatika. She further stated that out of the total consideration amount Rs. 23,30,000/- of flat, the complainant had paid Rs. 11,65,000/- as per the installment plan to the respondent company. She further submitted that an Agreement for sale was executed on 26.10.2016 according to which the flat was to be completed by December, 2018 but till date, no construction work has been started at the project site. Since there was no development or construction of the project from last 34 months, the complainant has filed the present case praying for the refund of the deposited amount along with interest and compensation.

The complainant has placed on record copy of Agreement for sale dated 26.10.2016 and legal notice dated 20.09.2021.

On 06.04.2022, the learned counsel for the respondent company has filed reply stating therein that the complainant has booked flat in the year 2016 and paid Rs.7,25,213/- as booking amount. He further stated that the complainant has not paid the installment on time as per the third schedule of the Agreement for Sale dated 26-10-2016. It has been further stated that the respondent is ready to refund the paid amount as per the terms and condition of the company norms within 6 months.

On 18.04.2022 the learned counsel for the complainant has filed rejoinder denying the averments made in the counter affidavit of the respondent and further stated that Rs.7,25,213 was only booking amount of flat no. 204 which the complainant has already paid to the respondent. He further submitted that apart from that the complainant has also made further payments and total amount paid to respondent was Rs.11,65,000/- till date which was duly received by the respondent. He further stated that the respondent has admitted via email dated 08.05.2021 that they are liable to refund the amount to the complainant.

The learned counsel for the complainant has also placed on record copy of money receipt no.1855, 1761, 1229, 1223, 1051 & 965, totaling to Rs.11,65,000 in respect to payments made to respondent, copy of email chat and medical report of the complainant with the rejoinder.

On last date of hearing, the learned counsel for the complainant has reiterated his prayer and further submitted that the

complainant has medical emergency and the respondent is delaying the refund.

The Bench notes the submission of the respondent that they are ready to refund the principal amount paid by the complainant .

On perusal of the documents filed and submissions made, the Bench is of the view that total amount paid by complainant to respondent is Rs.11.65 lakh as per the money receipts on record. It also. Considering the same, the Bench hereby directs the respondent company and their Director to refund the principal amount of Rs.11,65,000/- to the complainant 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 two percent from the date of taking the booking till the date of refund within sixty days of issue of this order.

The complainant is at liberty to approach the Adjudicating officer under relevant sections of the Act for their claims, which are in the nature of compensation from the respondent company.

With these directions the matter is disposed of.

Sd/-
Naveen Verma
(Chairman)