

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/111/2018

Ravi Ranjan.....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

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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 no. 207(Area-900.25),in Suraj Suman, 'B' Block on 05-Apr-17 and paid Rs.6,00,000 (Six lakhs) as initial booking amount the details of which as follows:- Rs. 4,00,000 vide Cheque no. 109337 for which money receipt no. 5550 dated 08.04.2017 was issued &Rs.2,00,000 vide cheque no. 044797 for which money receipt no. 5605 dated 11.04.2017 was issued. As Per builder (Agrani Homes Pvt. Ltd) he had assured that work will start within 6 month and the complainant will get the possession by the year Dec 2020, but the construction has not started till date. The complainant has visited several times at construction location & builder office and asked him about start of construction status, but every time he do not receive any positive response. Now the complainant has lost the trust and faith upon respondent. The complainant requests the authority to help in refund of the amount paid with interest.

The complainant has placed on record cheques bearing no. 109337 &044797, aadhar card of the complainant, money receipts dated 08.04.2017 and 11.04.2017 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.6,00,000 /- 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