

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

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

**Mrs Nupur Banerjee, Member**

**Case No. RERA/CC/1277/2020**

Gayan Prakash Sanjay.....Complainant

Vs

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

**Projects: SURAJ SUMAN**

**Present: For Complainant: In person**

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

**02-12-2021**

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**06-12-2021**

**ORDER**

The matter was last heard along with the batch of cases before the double bench on 24.11.2021.

The case of the complainant is that the complainant booked a shop bearing no. G-2 having area 295 sq.ft.in March 2017 but without any information the respondent changed the allotted shop to G-5 for which the complainant agreed to take G-5.The total consideration of the shop is Rs.14,09,500/-. The complainant has paid Rs. 5,19,000(at the time of booking Rs.3,69,000 and further rest amount was paid in installment) the details of which as follows:- Rs.1,00,000 vide cheque no. 365337 for which money receipt no. 6093 dated 04.11.2017, Rs.1,50,000 vide cheque no. 946942 and 946943 for which money receipt no. 6282 dated 04.02.2018, Rs.60,000 vide cheque no. 365334 for which money receipt no. 5665 dated 27.05.2017, Rs.9,000 vide cheque no. 365333 for which money receipt no. 5610 dated 15.04.2017, Rs.2,00,000 vide cheque no. 365526 for

which money receipt no. 6093 dated 09.03.2017 was issued. The complainant has filed the case seeking refund of the amount paid with interest.

The complainant has placed on record, aadhar card and pan-card of the complainant, refund application dated 13.03.2020, money receipts dated 04.11.2017, 04.02.2018, 27.05.2017, 15.04.2017, 09.03.2017 and Know Your Customer form and MOU.

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.

It is apparent from the documents filed by the complainant that notwithstanding the fact that the project was not registered, the promoter went ahead with bookings and accepted installments in 2018. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. Suo motu proceedings may be initiated against the respondent company under section 59 of the Real Estate (Regulation and Development ) Act, 2016.

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. 5,19,000/- 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