

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member
Case No. RERA /CC/132/2023

Madaneshwar Mullick

.....Complainant

Vs

M/s Green City Real Estate Pvt. Ltd.

.....Respondent

Project: Kishore Complex Apartment

24/07/2024

O R D E R

This matter was last heard on 06.05.2024 when the complainant was present and the respondent was absent. The matter was fixed for order, however, due to preoccupation of the Bench in other matters, order could not be pronounced on the date fixed.

2. The complainant submits that he has paid Rs. 15.51 lakh for purchase of flat no. 102 in Tower-B of the project Kishore Complex Apartment. The said tower has been completely demolished and the promoter is absconding and his bail petition has also been rejected by the learned District Judge, Muzaffarpur. The complainant prays for refund of money with interest. He has already sent cancellation letter to the respondent with a copy to the Authority. He submits that 10 years have lapsed but the construction work has not been started till date. The name of the Directors of the company Green City Real Estate Pvt. Ltd. are (i) Shri Santosh Kumar & (ii) Shri Jitendra Kumar. The flat which he has booked was 2-BHK Luxury Class, Flat No. 102 in Kishore Complex, Tower B Apartment, 1st Floor, Rahul Nagar, Sanjay Cinema Road, Brahmpura, Muzaffarpur, Bihar- 842002. He wants refund of the amount paid plus registry charges plus interest plus other compensation in regard to the same. The agreement for sale was executed vide deed no. 23471 dated 18.12.2015. He has sent a registered legal notice dated 29.12.2018 and 02.01.2018.

3. The complainant has filed the case against the promoter arising out of the case no. 217/ 2019 under Tr. No.3054/19 under sections 406, 418 and 420 IPC in Muzaffarpur Court. The respondent promoter's Anticipatory Bail petition No. 887/2022 is in the court of learned Sessions Judge, Muzaffarpur. The complainant also states that the respondent company Green City Real Estate has not been registered to RERA, Bihar till date. The respondent company intentionally did not disclose that the land was under Development Agreement for building construction with the landowner Shri Shyam Kishore Prasad Sinha and got it endorsed in agreement for sale only. The referred 2 BHK Luxury Class Flat no. 102 was booked on 06.05.2014 on the promoter's commitment that the referred flat in Kishore Complex Tower 'B' Apartment will be handed over in complete status in all respect by December, 2015 but the promoter company not only failed to construct even the 1st floor of Tower 'B' Apartment but again he took one year extension i.e., up to December 18, 2016 as agreed in agreement for sale referred in which full payment i.e., 15,51,000/- (out of Rs. 15,66,000/-) has already been paid and other expenses were also paid to the promoter as listed below: -

- a. Flat cost - Rs. 15,51,000/- by Jan 2016
- b. In Registration:
- . Registration Fee - Rs. 1,000/-
 - Service Charge - Rs. 200/-
 - For Registration NJ stamp - Rs. 5,000/-
- c. Bank Challan - Rs. 41,640/-
- d. For Mahila Kalyan Sangathan - Rs. 5,000/-
- e. Cash for best quality doors and windows, etc. to agents - Rs. 60,000/-

4. In total, the sum of Rs. 16,63,840/- has already been paid by the complainant to the respondent in regards to the purchase of the said Flat no. 102. The complainant is a retired Senior Citizen who has been desperately and eagerly needing a flat of his own to reside at in his old age along with his wife and family and even then, the promoter kept on making false promises and extorted handsome amount from him in the name of selling a Luxury 2 BHK Flat at the aforementioned place. He has already completed 72 years of his valuable age and have been suffering badly in the longings of his flat since December, 2015 i.e., for last more than 8 years. The respondent company has failed completely and fled away and absconding.

The payment made by the complainant is as follows: -

Sl. No.	Cheque No.	Date	Bank	Principal sum in Rs.
1.	033101	06.05.2014	Vijaya Bank	4,50,000.00
2.	057451	09.05.2014	SBI	1,00,000.00
3.	033104	04.12.2014	Vijaya Bank	2,51,000.00
4.	057455	14.10.2015	SBI	1,00,000.00
5.	033106	10.11.2015	Vijaya Bank	3,50,000.00
6.	022126	10.11.2015	SBBJ	1,50,000.00
7.	057458	19.12.2015	SBI	50,000.00
8.	057461	31.01.2016	SBI	1,00,000.00
9.	NJ Stamp	18.12.2015		Cash 5,000.00
10.	Bank Challan	18.12.2015		Cash 41,640.00

11.	Registering fee	18.12.2015		Cash 1,200.00
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5. Due to failure on the part of the company, the complainant has unnecessarily been paying house rent @ Rs. 5000/- per month since 1st January, 2017 the complainant has suffered pecuniary loss of Rs. 95,000/-. Not even single brick has been added to the apartment after 18.12.2015. The project in question was initiated but after some time the same went under legal complication and due to legal issues, the project was not completed. The proceeding against the said company is also pending before the NCLT, Kolkata vide C.P. No. 125/KB/2020. The complainant has submitted all the money receipts and also copies of the Bank statement. The respondent has filed one reply.

6. The Bench takes the notes of submission of both the parties and peruses the record. The Authority observes that the complainant has paid Rs. 15.51 lakh for purchase of 2-BHK Luxury Class flat no. 102 in Tower-B of the project Kishore Complex Apartment 1st Floor, Rahul Nagar, Sanjay Cinema Road, Brahmpura, Muzaffarpur, Bihar- 842002. The said tower has been completely demolished and the promoter is absconding and his bail petition has also been rejected by the learned District Judge, Muzaffarpur. The project in question was initiated but after some time the same went under legal complication and due to legal issues, the project was not completed. The proceeding against the said company is also pending before the NCLT, Kolkata. 10 years have lapsed but the construction work has not been started till date. The agreement for sale was executed vide deed no. 23471 dated 18.12.2015. He has sent a registered legal notice dated 29.12.2018 and 02.01.2019. The complainant prays for refund of money with interest plus registry charges plus interest plus other compensation in regard to the same. 15,51,000/- (out of Rs. 15,66,000/-) has already been paid and other expenses were also paid to the promoter. In total, the sum of Rs. 16,63,840/- has already been paid by the complainant to the respondent in regards to the purchase of the said Flat no. 102. He has already sent cancellation letter to the respondent with a copy to the Authority. The respondent company Green City Real Estate has not been registered to RERA, Bihar till date. The complainant has submitted all the money receipts and also copies of the Bank statement.

7. In the light of the above observation and also taking into consideration the submission made on behalf of the parties and going through the materials available on the record, including the agreement for sale dated 18.12.2015, as well as the discussion made above, the Bench hereby directs the Directors namely (i) Shri Santosh Kumar & (ii) Shri Jitendra Kumar of the respondent company M/S Green City Real Estate Pvt. Ltd. to refund the principal amount of Rs. 15,51,000/- to the complainant along with interest within sixty days of issue of this order. The rate of interest payable by the promoter shall be applicable for three years plus two percent interest above the MCLR rate of the State Bank of India from the date from which the amount became due till the date of payment.

8. The respondent Promoter has been directed to apply for registration of project to RERA immediately.

9. The office is also directed to initiate Suo Motto action against the builder company, as the project is not registered with RERA and it is an ongoing project.

10. The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA as per the provisions of RERA Act, 2016.

11. With the aforesaid observations and directions, this case is disposed of.

Sd/-
(Nupur Banerjee)
Member