

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Before the Double Bench of Mr. Naveen Verma, Chairman**  
**& Mrs. Nupur Banerjee, Member**

Case No. CC/238/2021

Manoj Kumar.....Complainant

Vs

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

PROJECT: - PG TOWN

**ORDER**

**17-02-2022** This matter was last heard on 20-01-2022 along with batch of cases.

The case of the complainant is that he purchased one flat in the project PG Town in May 2018 bearing flat no. 305 in Block D measuring super built up area of 1300 sq ft. The complainant has stated that the consideration amount of the flat was Rs. 16 lakhs against which he has paid in total Rs. 15,68,000/-. The complainant has stated when he tried to contact the respondent regarding the progress in the project no response was received and hence he has filed the complaint praying for either refund of the deposited amount or handing over of the possession of the flat.

The complainant has placed on record Memorandum of Understanding executed in the year 2019, KYC form, Bank of India account payee Cheque no:- 000018 of Rs 5 lakhs and cheque no. 000019 of Rs 5 lakhs, Rs. 4 lakhs through RTGS UTR no BKIDR52018061100159810 and Rs. 1,68,000/- through RTGS UTR no. BKIDN18166693781. He has filed money receipts dated 16.05.2018 against payment of Rs 5 lakhs, another money receipt dated 16.05.2018 against payment of Rs 5 lakhs, money receipt dated 15.06.2018 against payment of Rs 1.68 lakhs, money receipt dated 11.06.2018 against payment of Rs 4 lakhs.

The respondent company has not filed any specific reply in this case but during the course of hearing on 20-01-2022, Mr. Alok Kumar, MD of the respondent company submitted that the respondent company is ready to offer plot/flat to the complainant. However his proposal was not accepted by the complainant who reiterated his request for refund with interest.

The Authority notes that it is the responsibility of the Directors of the respondent company to arrange the necessary resources to enable refund to the complainant and other aggrieved allottees.

It is apparent from the record that notwithstanding the fact that the project was not registered, the promoter went ahead with new bookings 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 considering the documents filed and submissions made, the Bench hereby directs the respondent company and their Directors to refund the principal amount of Rs. 15.68 lacs 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 two years from the date of taking the booking within sixty days of issue of this order.

With these directions and observations, the matter is disposed of.

**Sd/-**  
**(Nupur Banerjee)**  
**Member**

**Sd/-**  
**(Naveen Verma)**  
**Chairman**