

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/1755/2020

SUBODH KUMAR.....Complainant

Vs

M/s Agrani Homes Pvt. LtdRespondent

Project: SURAJ SUMAN

02-12-2021

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 thathe booked a 3BHK Flat no. 208 at 2nd floor in block "A" of the project Agrani Suraj Sumanin March 2016 and he was promised that the project will be completed within three years and accordingly he made payment of Rs. 3,38,595 (Three Lakh Thirty Eight thousand Five hundred Ninety Five) the details of which as follows:- Rs 11,845 vide cheque no. 181480 dated 7.03.2016 and Rs 3,26,750 vide cheque no. 181481 dated 7.03.2016 for which money receipt no. 1749 dated 31.03.2016 was issued. A number of assurances were given to the complainant however even after lapse of more than four years 6 months, the project could not be started. The complainant has filed the case seeking refund of the amount paid with interest.

The complainant has placed on record aadhar card of the complainant, cheque bearing no. 181480 and 181481 money receipts dated 31.03.2016 and 06.02.2017 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. 3,38,595 /- 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