

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Double Bench of Mr. Naveen Verma, Chairman

& Mrs. Nupur Banerjee, Member

Case No.CC/1471/2020

Madhu Kumari.....Complainant

Vs

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

Project: KALAWATI RESIDENCY

ORDER

19-05-2022

The matter was last heard on 04-02-2022 along with batch cases before the Double Bench and was posted for order on 24.03.2022. However, due to other preoccupation, the Bench did not sit on that date and orders could not be passed.

The case of the complainant is that she booked a 2BHK flat bearing no. 305 on the third floor in Block B in the project. The total cost of the flat was Rs. 37,91,100/- out of which the complainant made the payment of Rs. 3 lakhs to the respondent company on different dates. The complainant has stated she was informed at the time of booking that the agreement would be executed only when she deposits 20% of the entire amount to the respondent company. The complainant has alleged that when she contacted the respondent regarding the execution of the agreement , the MD of the respondent company adopted delaying tactics and failed to execute the agreement in her favor. Hence the complainant is not interested in purchasing the flat anymore and has filed the matter for refund of principal with compound interest @ 18% p.a.

The complainant has placed on record copies of money receipt dated 08.06.2018, 11.06.2018 and 24.12.2018 and application form. The complainant has made the following payments : cheque no. 025383 dated 04.06.2018 for Rs.50,000; transfer of Rs. 50,000/- on 11.06.2018 from SBI and cheque no. 040326 dated 30.11.2018 for Rs. 2lakhs against which money receipts no. 085, 097 and 478 were issued to the complainant.

No reply has been filed by the respondent company however the Managing Director, Mr. Alok Kumar was present during the hearing and has not challenged the submissions of the complainant, meaning thereby the facts are being admitted.

During the course of hearing, the MD of the respondent company has orally submitted that the project is registered with the Real Estate Regulatory Authority and around 40-50% flats have been sold in Block A and Block B. The respondent company further assured the Bench that work in Block B which is a 6 storied building would be completed by 28.02.2024. The Bench notes that a letter for de-freezing the project account of Agrani Kalawati Residency has been issued to the Branch Manager, Indian Overseas Bank, Boring Road Branch in the light of prayer of the respondent company.

The Bench also notes that the complainant has reiterated her request for refund of the amount of Rs 3lakhs.

Perused the record. The Bench notes that in her complaint, the complainant has claimed relief in respect of refund of Rs 4 lakhs with interest. However, the documents filed and submissions advanced make it clear that the complainant has paid only Rs 3 lakhs. The Bench further observes that even though the respondent company has assured to complete the Block by 28.02.2024, the relief of the present complainant is refund and not possession.

Hence, based on the aforesaid facts, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs. 3 lakhs to the complainant along with simple 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 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)