

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

Before the Double Bench of Mr Naveen Verma, Chairman &

Mrs Nupur Banerjee, Member

Case No. RERA/CC/181/2021

Soumya Pushpanjali.....Complainant

Vs

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

Projects: Suraj Suman Block B

Present: For Complainant: In person

For Respondent : Mr. Pravin Kumar, Advocate

ORDER

2-12-2021

The matter was last heard along with the batch of cases before the

6-12-2021

double bench on 24.11.2021.

The case of the complainant is that the complainant had booked a flat in the project in March,2017, the total consideration of which was Rs. 22,50,000/-. The complainant submitted that she booked the flat by paying a sum of Rs. 2,66,475/- via two SBI cheques no. 646360 dated 12.03.2017 for Rs. 51,000/- against which receipt no. 5547 was issued and cheque no. 646361 dated 24.04.2017 for Rs. 2,15,475/- against which receipt no. 5635 was issued. It has been alleged that there is no progress in the project since the payment and the respondent company has not got the project registered under provisions of Real Estate (Regulation & Development) Act,2016. The complainant further stated in her complaint that in order to pay the booking amount, she and her husband also availed a personal loan of Rs. 1,00,000/- from State Bank of India, against which interest at a very heavy rate is being paid.

The complainant has further stated in her complaint that she applied for cancellation of booking in February, 2019 and return the booking amount upon which the respondent company assured and promised that the money would be refunded within 3 months. However, even after several visits to the office of company, the respondent company failed to adhere to the time period of 3 months and did not refund the amount. The complainant has therefore prayed for refund of the paid amount with interest.

The complainant has placed on record cancellation letter dated 17.02.2019, KYC form, receipt no. 5635 and 5547, copies of cheques bearing nos. 646360 and 646361.

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. 2,66,475/- 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