

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

Before the Double Bench of Mr Naveen Verma, Chairman &

Mrs Nupur Banerjee, Member

Case No. RERA/CC/847/2019

Braj Kishor.....Complainant

Vs

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

Projects: Suraj Suman

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 booked a commercial shop G 05 admeasuring super built up area 295 sq. ft at project SURAJ SUMAN situated AT Gola road on 04.11.2017 by paying Rs 1 lakh as advance money on 07-11-2017 through cheque bearing no. 013116. It has been alleged that post making the payment, the respondent company assured the complainant that the sale agreement of the shop would be executed within a period of 3 months, but the respondent company denied executing the sale agreement in favor of the complainant. The complainant has further stated in his complaint that the project was not registered with the Authority and finding no other alternative, the complainant issued a legal notice dated 21.09.2019 to the respondent company seeking refund of the paid amount but neither any reply was received nor any payment was made. Therefore, the complainant has filed the case for refund of the paid amount with interest 18% per annum from 08.11.2017 till actual realization.

The complainant has placed on record application from dated 7.11.2017, cheque bearing no. 013116 and legal notice dated 21.09.2019.

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. 1,00,000/- 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