

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Telephone Bhavan, Patel Nagar, Patna-800013.**  
**Before the Single Bench of Mr Naveen Verma, Hon'ble Chairman**

**Case No. CC/642/2019**

Sadhana Singh & Kumar Praveen.....Complainants

Vs

M/s Brahm Engineers & Developers Pvt Ltd.....Respondent

Project: Sri Janaki Bhawan

**ORDER**

**21-2-2022** The matter was last heard on 21-1-2022.

The complainants booked flat no. 204 in Block A having 1475 sq ft; and an agreement for sale was executed on 07-11-2017 for a total consideration of Rs. 42.51 lakhs. The complainants submit that they paid a substantial amount of Rs. 12,21,000/- (twelve lacs twenty one thousand) through RTGS in advance to the respondent company on 26.09.2017, Rs. 10,00,000/- (ten lacs) through RTGS on 13.10.2017. The complainants have stated that again a sum of Rs. 80,000/- (eighty thousand) was paid in cash to the respondent company on 07.11.2017 against which money receipts were issued by the respondent company. The complainants again paid a sum of Rs 40,000/- in cash to the respondent company on 09.11.2017 of which no receipt was issued. Thus in total the complainants have paid Rs. 23,41,000/-.

The complainants have alleged that the respondent company has not provided any relevant cases papers related with the aforesaid project and upon visiting the site of the aforesaid project, the complainants learnt that the flat in question has already been sold by the respondent company to another person collectively in the name of Neelam Devi, Poonam

Devi, Ankit Aryan, Baby Singh vide Registered deed no. 7193, Book No. 01, volume No. 169, Page - 206 -217, C.D. No. 225/2016. The complainants thereafter contacted the respondent company but no response was received. Thereafter the complainants requested the respondent company to either handover the possession of the flat or refund the deposited money and accordingly the respondent company issued a cheque of Rs. 10 lakhs through cheque no. 188855 dated 06.03.2018 of Bank of India, Patna Main Branch, Patna having account no. 440020100001139 in favour of Sadhana Singh (Complainant no.1). However, it is alleged that when the cheque was presented before the Bank, the cheque was dishonored with reasons "insufficient funds". Thereafter, the respondent company issued cheques of Bank of India, Patna main branch dated 24.03.2018, 28.03.2018 and 30.03.2018 bearing cheque nos. 188856, 188857 and 188858 amounting to Rs. 10,00,000/-, Rs. 2,21,000/- and Rs. 1,20,000/- in favour of Sadhana Singh, Kumar Praveen and Pramod Kumar Singh respectively and requested the complainants to present the aforesaid cheques in the first week of June 2018. It is alleged that the aforesaid cheques were also dishonored on 05.06.2018. The complainants have alleged that a legal notice dated 20.06.2018 was sent to the respondent company which was duly replied by the respondent company vide reply to legal notice dated 03.07.2018 but till date neither flat has been handed over nor refund has been given.

The complaint has therefore been filed praying for either handing over of the possession of the flat or refund of the deposited money with interest @18% per annum from the date of payment.

The complainants have placed on record copy of agreement for sale dated 7-11-2017, money receipt for Rs. 2,21,000/-, Money receipt dated 26.09.2017 for Rs. 10,00,000/-, money receipt dated 17.10.2017 for Rs. 17.10.2017, money receipt dated 08.11.2017 for Rs 80,000/-, cheque bearing no. 188855 for Rs 10 lakhs and its return memo dated 08.03.2018, cheque bearing no 188856 for Rs 10 lakhs and its return memo dated 06.06.2018, cheque bearing no. 188857 for Rs. 2,21,000/- and its return memo dated 06.06.2018, cheque no. 188858 for Rs

1,20,000/- and its return memo dated 06.06.2018, legal notice dated 20.06.2018 and reply to legal notice dated 03.07.2018.

No reply has been filed by the respondent company. However, the Director of the respondent company along with the learned counsel was present during all the hearings and has admitted that the company has taken the amount from the complainants and has not been able to complete the project.

During the course of hearing, the learned counsel for the complainants informed that they were ready to take another flat and the MD of the respondent company Mr. Jagmohan Gautam informed that he would settle the issue with the complainants. The parties were advised to amicably settle the matter but on the last date of hearing, the Bench was informed that the respondent company did not approach the complainants with any request for either handing over of flat or refund of the deposited amount.

The Bench takes note of the submission of the complainants that a substantial amount remains to be refunded by the respondent.

The Bench directs the respondent company and its Directors to refund the outstanding principal amount of Rs 15.41 lakhs along 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 deposit of the money till the date of refund within 60 days of the order.

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

Sd/-  
**Naveen Verma**  
**Chairman**