

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Double Bench of Mr. Naveen Verma, Chairman
& Mrs. Nupur Banerjee, Member

Case No.CC/1131/2020

Sabal Hind Sen.....Complainant

Vs

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

Project: Power Grid

ORDER

23.06.2022

The matter was last heard on 17-02-2022 before the Double Bench and was fixed for order on 15.03.2022. However orders could not be pronounced and the matter was however wrongly listed before the Single Bench on 31-05-2022. This case has now been posted for order on this day.

The case of the complainant is that he booked one flat no. 502 in IOB Nagar C-2 Block on 5th Floor measuring 1250 sq ft, the total consideration of which was Rs. 17 lakhs. A Memorandum of Understanding (MoU) was executed between the complainant and the respondent company in the year 2019. As per the MoU, the complainant has paid a sum of Rs 15 lakhs vide cheques on different dates starting from 08.03.2019 and so on. The complainant has alleged that assurance was given by the respondent company to handover the possession of the flat in 3 years but till date no work has been carried out in the project and there has been inordinate delay in completion of the project. Therefore, the complaint has been filed praying for refund of the entire paid amount with interest.

The complainant has placed on record KYC form, copies of money receipts issued by the respondent company, Memorandum of Understanding.

No reply has been filed the respondent company even after giving them sufficient opportunity to do so. However, the MD of the respondent company and his learned counsel has been present on all the dates. The respondent company has not denied the submissions of the complainant and the facts are being admitted.

It is apparent from the record that notwithstanding the fact that the project was not registered, the promoter went ahead with new bookings in 2018. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. This matter may be included in the suo motu proceedings against the respondent under section 59 of the Real Estate (Regulation and Development) Act, 2016. Perused the records of the case.

During the course of hearing, the complainant has submitted that the respondent company has not contacted the complainant with any request or offer. The complainant has further reiterated his request for refund of the principal amount with interest.

After considering the documents filed and submissions made, the Bench hereby directs the respondent company and their Directors to refund the principal amount of Rs. 15 lakhs to the complainant along with interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for two 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)