

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member

Case No: RERA/CC/232/2023

Anisha Gupta

...Complainant

Vs.

M/s Patna Green Housing Pvt. Ltd.

...Respondent

Project: Metro Green City

25/07/2024

ORDER

The matter was last heard on 12.07.2024, when Mr. Ishtiyaque Hussain, learned counsel for the complainant was present and the respondent was absent.

In short, the case of the complainant is that on 13.08.2019 the complainant has booked two plots bearing Plot No.C-31 and C-54 for an area of 900 sq.ft. and 900 sq.ft. (total 1800 sq.ft.) in the proposed project Metro Green City . After negotiation, the total consideration of Rs.3.60 lakh was fixed for each plot, out of which the complainant paid Rs.2.30 lakh and Rs.2.06 lakh respectively for the above two plots i.e. Rs.4.36 lakh in advance as mentioned in para-4 of the MOU. It was agreed between the parties that remaining amount will be paid after seeing the work progress on the plot in question and thus, the complainant has paid almost 75% of the total consideration amount. At the time of booking it was promised by the respondent that the development work would be completed within a period of 36 months from the date of agreement but after lapse of more than 36 months, there is no progress on the plot in question. It was Also agreed that the project would be completed within 36 months with a grace period of six months and if the respondent fails to deliver the same, they shall return the money within a period of six months on the application given by her. She visited the office of the respondent several times but all the time the Director denied to meet her. Therefore, the complainant has prayed to direct the respondent to register the plot in question and immediately handover the possession to her.

The complainant has placed on record the copy of the MOU and the payment plan of both the plots.

Perused the record. No reply has been filed by the respondent.

On the last date of hearing the complainant reiterated her submissions as made in the complaint petition but as because the promoter was unable to make any progress in the development work, now she has prayed for refund of the total money of the two plots with interest. In this connection the cancellation letter is still not received.

The Authority ought to have approached only after the promoter fails to respond to any communication regarding refund after cancellation. However, since the matter has already been heard and despite several opportunities the respondent failed to appear before the Bench so, in the interest of justice, order is being passed on the basis of documents available on record.

In the light of the documents placed on record and submission made and considering that the respondent has taken the economic benefit of the amount paid by the complainant in lieu of booking of the alleged plots, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs.4.36 lakh to the complainant along with interest at the rate of marginal cost of fund-based lending rate (MCLR) of State Bank of India as applicable for three years plus 2% interest from the date of booking till the date of refund within sixty days of issue of this order.

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

Sd/-
Nupur Banerjee
Member