

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Double Bench of Mr. Naveen Verma, Chairman

& Mrs. Nupur Banerjee, Member

Case No. CC/625/2021

Shashi Prakash.....Complainant

Vs

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

Project: PG Town

ORDER

26-04-2022 This matter was last heard on 05-04-2022 along with the batch of cases before the Double Bench.

The case of the complainant is that he had booked two Flats – one for an area of 1000 sq.ft on 31-08-2016 bearing Flat No.106 and the other was Flat No 105, on 1st Floor for an area of 1300 Sq.ft respectively. That the total consideration for Flat No.106 was Rs. 14,63,000/- (Rupees Fourteen Lacs Sixty-Three Thousand) including Rs. 2,00,000/- for amenities charges, whereas rate for Flat No.105 was Rs. 17,76,500/- (Rupees Seventeen Lakhs Seventy-Six Thousand Five Hundred only) including Rs.2,00,000 for amenities charges. That out of the consideration for flat no.106 the complainant has already paid Rs. 12,00,000/- (Rupees Twelve Lacs). That similarly for flat no.105 the complainant has already paid Rs. 16,21,000/- (Rupees Sixteen Lacs Twenty-One Thousand). The complainant has stated that the price of the said flats was offered under One Time Scheme and accordingly the complainant has made almost full and final payment totaling to Rs. 28,21,000/- to the respondent company in the year 2016. That thereafter after making last payment, the complainant and respondent company entered into a Memorandum of Understanding (MOU) dated 22.09.2016 under certain terms and conditions.

The complainant has further stated that as per the memorandum of understanding, the construction of the project was to be completed within an estimated period of 48 months with a relaxation period of 12 months. The complainant has alleged that even after lapse of so many years there is no progress on the project in question. The complainant has further raised question on the legality of the MOU. The complainant has alleged that on perusal of page-2 of the MOU, in Recital part, only Mauza Sarari, bearing Thana No.44 within Danapur Police Station, Patna has been mentioned but surprisingly neither the details of Khata and Khesra nor the name of the landlord is mentioned and, on this ground, alone entire MOU is irrelevant. The complainant has alleged that great financial loss and mental harassment has been caused to the complainant owing to the act of the respondent company. The respondent company has failed to deliver the flat on one hand and on the other hand the respondent has failed to get the map approved from the competent authority. Therefore, the complainant has filed the complaint praying for refund the principal amount along the compound interest on the principal amount @ rate of 20%; Rs. 5,00,000/- as compensation and Rs. 55,000/- as legal expenses.

During the course of hearing on 25.01.2022, Mr Alok Kumar, MD of the respondent company orally submitted that the company was ready to offer an alternative flat in Block C2 of the project PG Town and stated that construction would be completed in 36 months.

Later, reply was filed by the respondent company wherein the respondent stated that they are ready to offer plot situated at Parmanandpur, Sonapur by way of settlement or to continue with the present booking till completion of the project within the timeline of 36 months.

It has been stated by the complainant that the respondent company contacted the complainant but there was no clarity on the offer made by them and the respondent company did not seem to be serious in adhering to their offer. The learned counsel for the complainant however sought time so that the land could be verified before arriving at a final decision. The prayer of the complainant was allowed with a direction to submit in writing whether he wanted to accept the proposal of the respondent or wanted refund.

The Bench notes that the complainant has not shown any interest in the offer of the respondent company as there was no clarity in such offer. The complainant has prayed for refund of the deposited 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. 28,21,000/- 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 three years plus one percent from the date of taking the booking within sixty days of issue of this order.

So far as claim for compensation and legal expenses are concerned, the complainant is at liberty to approach the court of Adjudicating Officer u/s 71 of the Real Estate (Regulation & Development) Act, 2016.

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

Sd/-

Nupur Banerjee
(Member)

Sd/-

Naveen Verma
(Chairman)