

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Double Bench of Mr. Naveen Verma, Chairman

& Mrs. Nupur Banerjee, Member

Case No.CC/997/2020

Pushpa Kumari.....Complainant

Vs

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

Project: PG Town Block K

ORDER

12-04-2022

26-04-2022

This matter was last heard on 23-02-2022 along with the batch of cases before the Double Bench.

The case of the complainant is that she booked a 3BHK Flat bearing No. 304 on 3rd Floor in the project measuring 1626 sq. ft, the total consideration of which was Rs. 20 lakhs. The complainant has paid Rs. 18,81,000/- at the time of booking of the flat vide cheque no. 827299 dated 23.09.2016, cheque no. 813430 dated 23.09.2016, cheque no. 813431 dated 23.09.2016, cheque no. 623292 dated 04.10.2016 for Rs. 9 lakhs, Rs 6 lakhs, Rs 3 lakhs and Rs. 81,000/-. An undated memorandum of understanding was executed between the parties. The complainant has filed the case praying for refund of the paid amount with 18% compound interest.

The complainant has placed on record memorandum of understanding between the complainant and the respondent company, sheet showing details of payment made, KYC form dated 16.09.2016, letter dated 23.05.2018 by the complainant to the Authority, money receipt no. 5189 dated 16.10.2016 for Rs. 81,000/-, money receipt no. 5153 dated 27.09.2016 for Rs. 18 lakhs.

Reply has been filed the respondent company submitted that the respondent company is 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. In its reply, the respondent company has stated that the complainant is not interested in the offer of the respondent company.

During the course of hearing, the complainant submitted that the complainant is not interested in the proposal of the respondent company and reiterated her request for refund with interest. On the last date of hearing 23.02.2022, the complainant proposed before the Bench that if the principal amount was refunded to her within 1 week i.e. by 02.03.2022, the complainant would forgo the interest on the paid amount. The Bench taking into consideration the proposal of the complainant, directed the respondent company to refund the principal amount by 02.03.2022 so that interest is not levied upon such amount. The respondent company was however informed that they would be liable to pay interest from the date of booking for any delay beyond that period.

The said proposal of the complainant was accepted by Mr Alok Kumar, MD and the legal representative of the respondent company who prayed for passing of appropriate orders basis the proposal.

On 23.02.2022, direction was also given to the complainant to inform the Bench on 02.03.2022 by email about the refund of the amount. The complainant has filed a petition on 04.03.2022 informing the Authority that the respondent company has failed to refund the amount to her.

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. 18,81,000/- 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 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)