

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Double Bench of Mr. Naveen Verma, Chairman

& Mrs. Nupur Banerjee, Member

Case No. CC/269/2021

Subodh Kumar.....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 agents of the respondent company Mr. Vikash and Mr. Viresh, approached him to purchase a flat in the project assuring that that 3BHK flat would be handed over to the complainant within 6 months only if the complainant makes onetime payment of 14 lakhs. The complainant has stated that upon such assurance, the complainant booked a 3BHK Flat bearing No. 401 on 4th Floor in Block F in the project measuring 1300 sq. ft, the total consideration of which was Rs. 16 lakhs. As alleged, for the purpose of purchasing the flat, the complainant broke his fixed deposit and also availed home loan from State Bank of India and also from Bajaj Finance.

The complainant has alleged that after he paid Rs. 14 lakhs as onetime payment, the respondent company and its agents refuse to handover the possession of the flat to him. Therefore, the complainant has filed the instant complaint praying for either handing over of the possession of the flat or for refund of the principal amount with interest and other monetary losses.

The complainant has placed on record booking form bearing serial no. 1120, copy of cheque bearing no. 946052 amounting to Rs. 1 lakh and its money receipt no. 3636, cheque no. 697074 amounting to Rs. 7 lakhs and its money receipt no. 3637, cheque no. 697078 amounting to Rs. 5.30 lakhs and its money receipt no. 3696, cheque no. 946054 amounting to Rs. 70,000/- and its money receipt no. 3691.

Reply has been filed the respondent company. In its reply, the respondent company has stated that the company tried contacting the complainant on the mobile number, but the contact number was invalid/ not reachable/ switched off/ out of network. However, during the course of hearing, the learned counsel appearing on behalf of the respondent company orally submitted before the Bench that the respondent company is ready to offer an alternative flat in Block C2 of the project PG Town and also stated that construction would be completed in 36 months.

It has been stated by the complainant on the last hearing date that the respondent contacted him but there was no clarity on the offer made by them. He alleged that the respondent did not seem to be serious in their offer.

The learned counsel for the respondent company has prayed to pass final orders for refund although the complainant had earlier seemed to be interested in the offer.

It is apparent from the record that notwithstanding the fact that the project was not registered, the promoter went ahead with new bookings in 2019. 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.

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. 14 lacs 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)