

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

Case No. CC/685/2019

Dharamshila Jha.....Complainant

Vs

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

Project: Agrani Duplex

ORDER

07-04-2022 The matter was posted on orders on 07-04-2022. However, due
26-05-2022 to other preoccupation of the Bench, the order could not be passed.

The case of the complainant is that she booked a duplex in the project on 11.12.2014, the consideration of which was Rs. 18,75,000. That as per the memorandum of understanding executed between the complainant and the respondent company, the duplex was to be completed by the respondent company in 24 months with 6 months grace period after the approval of the map plan. The memorandum of understanding further enumerates that entire consideration amount has been paid by the complainant through RTGS. However, it has been alleged by the complainant that the respondent company has failed to carry out the construction of the project. Therefore, the complaint has been filed praying for issuance of direction for either handing over of the duplex or for refund of the principal amount with interest.

The complainant has placed on record copy of memorandum of understanding executed between the complainant and the respondent company.

No reply has been filed by the respondent company. However, Mr Alok Kumar, MD of the respondent company as well as is legal

representative Mr. Satwik Singh along with their learned counsel were present during the hearing and have not denied the contentions of the complainant and the facts are being admitted.

During the hearing, the complainant has submitted that the respondent company has failed to execute the deed of registration and has also failed to hand over the possession of the duplex to the complainant. The complainant has reiterated that the respondent may be directed to hand over possession of duplex of the same flat if the same is done within 3 months.

On the contrary, the respondent company has orally submitted that the respondent company has made an offer of an alternative flat.

However, the complainant was not interested in this offer and requested for refund. The respondent agreed that appropriate orders may be passed.

Having heard the submissions of both the parties, the Bench observes that notwithstanding the fact that entire payment has been made by the complainant, the respondent company has not handed over the possession to her. There is clear breach of terms of the memorandum of understanding so executed as well as section 11 and section 18 of the Real Estate (Regulation & Development) Act, 2016 by the respondent company.

Therefore, 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. 18,75,000/- 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 four per cent 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)