

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Double Bench of Mr Naveen Verma, Chairman & Mrs Nupur
Banerjee, Member**

Case No. RERA/CC/635/2021

Dheeraj Kumar Jha.....Complainant

Vs

M/s DPM Infrastructure & Housing Pvt Ltd.....Respondent

Project: DPM SHIVDHARI ENCLAVE

Present: For Complainant: In person

For Respondent : None

ORDER

26.05.2022 The matter was last heard on 17.05.2022.

The case of the complainant is that he booked a flat bearing number 204 in Block A in the project having super built up area of 1290 sq ft. An agreement for sale was executed between the complainant and the respondent company on 24.01.2013 according to which the total consideration was Rs 24,50,000/- and the project was to be completed by December 2013. That out of the total consideration the complainant has paid Rs. 7,50,000/- to the respondent company on various dates and through cheques. The complainant has alleged that no construction work has taken place in the project and only piling work has been done and that the respondent company has stopped responding to the calls and messages of the complainant. Therefore, the complaint has been filed the case praying for refund of the principal amount with interest @18%.

The complainant has placed on record copy of agreement for sale dated 24.01.2013, copies of money receipts dated 13.05.2013 and 13.06.2013 issued to complainant against payment of Rs. 7,50,000/-.

The Bench notes that neither any appearance has been made by the respondent company nor any reply has been filed by the respondent company even after issuance of specific directions and notices to them on various occasions.

The complainant has appeared regularly and has reiterated his prayer for refund of principal with interest.

The Bench has perused the entire records of the case. During the course of hearing, the complainant submitted that out of Rs 7.50 lakhs, only Rs 3 lakhs has been refunded to the complainant and Rs 4.50 lakhs is yet to be refunded. The Bench has further been informed that there are two more projects of the promoter which were started after the project in question and are 60% complete. The complainant has further submitted that the intention of the respondent company is mala fide as the respondent company has refused to either handover the possession or refund the deposited money.

The Bench notes that section 11 of the Real Estate (Regulation & Development) Act, 2016 casts certain duties and obligations upon the promoter and any violation of the same attracts penal action u/s 61 of the Act. Further, section 63 of the Act provides for penal action in case of contravention of the orders and directions of the Authority by the promoter. In the instant case, the respondent company and its directors were given ample opportunity to appear before the Bench and put forth their stand but they have failed to obey the directions of the Authority. Therefore, a penalty of Rs 15000/- is imposed upon the respondent company and its directors to be paid within 15 days from the date of the order failing which coercive steps to recover the same shall be taken as per the Act.

The obligation of the promoter to refund the amount to the complainant and arrange for resources to make such payment is undisputable. Therefore, under the aforesaid circumstances, the Bench hereby directs the respondent company and their Director to refund the remaining amount of Rs. 4,50,000/- to the complainant

along with interest at the rate of the marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years plus five percent from the date of taking the booking till the date of refund within sixty days of issue of this order.

The complainant is at liberty to press for compensation before the Adjudicating Officer.

With these direction and observation, the matter is disposed of.

Sd/-
Nupur Banerjee
(Member)

Sd/-
Naveen Verma
(Chairman)