

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Double Bench of Mr. Naveen Verma, Chairman

& Mrs. Nupur Banerjee, Member

Case No. CC/264/2021

Anil Kumar Choudhary.....Complainant

Vs

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

Project: PG Town

ORDER

27-04-2022 This matter was last heard on 12-04-2022 along with the batch of cases before the Double Bench.

The case of the complainant is that he booked flat no 206 in Block PG-3 in IOB Nagar having an area of 1626 sq ft. The total consideration of the flat was Rs. 21 lakhs against which the complainant paid Rs. 15.50 lakhs to the respondent. The complainant has alleged that even after making payment of more than 80% of amount, the respondent failed to execute an agreement with the complainant and even after he approached the Director of the respondent company seeking refund of the deposited amount there was no response. The complainant has filed this matter for refund of all paid amount with interest.

The complainant has placed on record cheque no. 268109 amounting to Rs 7 lakhs and cheque no. 268110 amounting to Rs 6 lakhs and its money receipt bearing no. 198 dated 16.08.2018; money

receipt no. 497 dated 22.01.2019 issued against transfer of Rs 1.50 lakhs; money receipt no. 626 dated 19.03.2019 issued against transfer of Rs 1 lakh; application form, letter by the complainant to the CEO of the respondent company duly acknowledged by the respondent company, seeking refund.

Reply has been filed the respondent company wherein they have stated that an offer was made to the complainant of a piece of land of equivalent value, proportionate to the money deposited by him, situated at Permanandpur, Sonapur by way of settlement or continue with the present booking till completion of the project within 36 months.

An amendment petition has been filed by the complainant making changes in his relief. Vide his amendment petition, the complainant has sought for direction to the respondent company to make payment of the principal amount of Rs 15.50 lakhs with compound interest @18% from the date of application, Rs 3 lakhs as compensation for mental harassment and Rs 25,000- as litigation cost.

During the last hearing the learned counsel for the complainant reiterated his request for refund of principal amount paid by him with interest and that he was not interested in any offer of the respondent. The learned counsel for the respondent agreed that this matter may be posted for orders.

It is apparent from the record that notwithstanding the fact that the project was not registered, the promoter went ahead with new bookings in 2018. 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. 15.50 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.

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

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

Sd/-

Nupur Banerjee
(Member)

Sd/-

Naveen Verma
(Chairman)