

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman

Case Nos. RERA/CC/632/2021

Sandhya Gupta.....Complainant

v.

M/s GrihVatika Homes Pvt Ltd.....Respondent

Project: - VP RESIDENCY BUNGLOW

ORDER

28-1-2022

The matter was last heard on 17-1-2022.

The case of the complainant is that the complainant booked a bungalow in the VIP Residency on 29.12.2015 the total consideration of which was Rs. 75 lacs. The complainant submitted that at the time of booking, the complainant gave a sum of Rs. 4 lacs through cheque dated 29.12.2015 to the respondent company and the complainant was informed that the bungalow would be completed by October 2018. When the complainant learnt that no construction was going on the site, on 15.11.2016, the complainant requested the respondent to cancel the booking and return the amount of Rs. 4 lacs after which they issued three cheques bearing nos. 238498, 238496 and 238497 but later asked him not to deposit those cheques as there was insufficient balance in the account. Thereafter, after lapse of 3 months, the complainant was informed that the proposal for bungalow was cancelled and offered the complainant to shift in a 3BHK Apartment costing Rs. 55 lacs. The complainant thereafter requested the respondent company to execute an agreement for sale but the respondent company started dilly dallying. The complainant has alleged that for the execution of the agreement, the respondent company demanded Rs. 1 lakh which the complainant paid in cash but no agreement was executed. Thereafter, the complainant requested the respondent company to refund the amount of Rs.4 lacs with interest. In April, the respondent company issued a cheque amounting to Rs. 6.5 lacs through cheque nos 077869, 077870, 077871, 077872 and when the complainant went to deposit the cheque on 22.04.2021, the respondent company again asked the complainant

not to deposit the same for reasons stated above. The complainant has prayed for refund of the amount with interest.

The complainant has placed on record cheque drawn on State Bank of India amounting to Rs. 4 lakhs, KYC form, money receipt no. 220 for Rs. 4 lakhs, copies of cheques issued by respondent company.

Reply has been filed by the respondent company. During the last hearing, the learned counsel for the respondent company has admitted the claim of Rs. 4 lakhs. The respondent company further admitted that the bungalow could not be constructed and a flat was offered to the complainant in lieu thereof. The learned counsel for the respondent company further submitted that Rs. 1 lakh was paid by the complainant for the flat offered which was later refunded to the complainant upon request.

The learned counsel for the respondent company has also submitted that the complainant herself sent a cancellation letter which was duly acknowledged by the respondent company upon the complainant's request. It was further submitted that the company is ready and willing to refund the amount of Rs. 4 lakhs to the complainant and has assured that the refund will be made in 2-3 instalments.

Having heard the submissions of both the parties and noting that the respondent company is ready to refund the amount in 2-3 instalments, the Bench hereby directs the respondent company to refund the amount of Rs. 4 lakhs to the complainant along with interest thereon at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years plus 2 percent (2%) from the date of taking the booking till the date of refund. The above payment has to be made in 3 instalments within sixty days of issue of this order.

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

Sd/-
Naveen Verma
Chairman