

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Telephone Bhavan, Patel Nagar, Patna-800023.**

**Before the Bench of Mrs. Nupur Banerjee, Member**

**Case No. :- RERA/CC/664/2019**

**Saket Kumar Singh.....Complainant**

**Vs.**

**M/s Agrani Homes Pvt. Ltd .....Respondent**

**Project: SURAJ SUMAN**

**Present: For Complainant: Mr. Sumit Kumar, Advocate**

**For Respondent : Mr. Satwik Singh, Legal Representative**

**ORDER**

**13-07-2022**

This matter was last heard on 15-06-2022 and the order was kept reserved.

The case of the complainant is that the complainant booked a flat bearing flat no. 108 in the project "Suraj Suman", measuring 1375 sq.ft. in Block "A" in 2013 and paid total consideration amount of Rs.14,43,260/-. He further submitted that since more than six years has been passed but the project has not started yet and even the registration for project has not got approved and showing under query stage. He further submitted that he tried to contact in office of the respondent company but neither any staff is meeting nor the director of the company and even the calls are not picked up by them. He further placed a cancellation letter dated 13-07-2019 on record being acknowledged by the respondent regarding cancellation of booking and refund of the amount paid but till date, no refund has been made, hence, filed present case seeking relief for refund of the amount with 18% compound interest.

The complainant has placed on record money receipts of Rs.14,43,260/- duly acknowledged and issued by the respondent company. Further the complainant has placed on record allotment letter and MOU dated 13-08-2013 signed between the parties and allotment letter.

Perused the records of the case. No reply has been filed by the respondent company. However Mr. Satwik Singh, Legal Representative

respondent company was present during the course of hearings and has not challenged the submission of the complainant and the facts are being admitted.

During the course of hearing with the batch of cases of the same project before the Double Bench on 24-11-2021, the Bench had noted that a petition was filed on 30-10-2021 on behalf of the complainant, praying before the Authority to implead M/s Hira Panna Infra Projects Pvt. Ltd as party in this case which was not accepted and the Bench has accepted only the prayer of the learned counsel Mr. Sumit Kumar for impleading only the landowner as party and directed to furnish details of the landowner so that notice can be issued to them.

The Bench notes that no details in respect to making landowner as party has been provided by the complainant, hence, the landowner has not been made party in this case and the matter was heard after that where also the complainant has not pointed out to make land owner as party. The Bench also notes that it appears from the record that Development Agreement between the land owners and promoter i.e. with respondent company Agrani is already been cancelled and it is mentioned therein the cancelled development agreement that all the liability and advances taken from the allottees will be borne by the respondent company i.e. Agrani (ex promoter).

During the course of hearing on 11-04-2022, learned counsel for the complainant has submitted that the respondent company has given offer for the land situated at Permanandpur and complainant is willing to take the possession of the same. He further submitted that direction may be given to the Registrar, Sonapur as well as Danapur Sub-registry regarding registry of the said land or flat.

Mr. Satwik Singh, Legal Representative of the respondent company has agreed with the submissions of learned counsel for complainant. The Bench has directed during the hearing on 11-04-2022 to file joint affidavit about the same but the Bench observes that no such affidavit has been filed.

During the course of hearing on 23-05-2022, learned counsel for the complainant has submitted that the complainant had booked a flat and paid some amount. He wants refund of the amount with interest but respondent was absent so, the last opportunity was given to respondent to appear.

On the last hearing on 15-06-2022, the complainant present in person has submitted that he booked a flat of 1360 sq.ft. and paid the money. The respondent has given the offer but he is not interested in the offer. He wants refund of the money with interest.

Mr. Satwik Singh, Legal Representative of the respondent company has submitted that the respondent has offered the flat in IOB Nagar B Block. They are ready to give him the possession within nine months but as complainant is not interested for any offer, the order may be passed.

After perusing the records and hearing the submissions of both the parties, the Bench hereby directs the respondent to refund the amount paid by the complainant i.e. Rs. 14,43,260/- 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 two percent from the date of taking the booking till payment within sixty days of issue of this order.

With these directions, the matter is disposed of.

**Sd/-**  
**Nupur Banerjee**  
**Member**