

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Hearing Before the Bench of Hon'ble Chairman, Mr. Naveen Verma, & Hon'ble
Member, Mrs. Nupur Banerjee, RERA , Bihar**

Case No. :- RERA/CC/683/2021

Ajay Kumar Pandey.....Complainant

Vs

M/s Agrani Homes Pvt. LtdRespondent

Project: SURAJ SUMAN

Present: For Complainant: In person

For Respondent : Mr. Pravin Kumar, Advocate

02-12-2021

06-12-2021

Order

This matter was last heard at length on along with batch of cases on 24/11/2021.

The case of the complainant is that the complainant booked a 2 BHK flat no. 406 in the project "Suraj Suman", Block "A" in october 2013 and was given assurance by Miss Raunak and Shikha Singh of Agrani Homes Pvt. Ltd that the project will be completed within 3 years and accordingly he paid Rs. 6,61,353 (Six Lakhs sixty one thousand three hundred fifty three only) the details of which as follows:-Rs 2,48,653 vide cheque no. 745352 of S.B.I dated 19.10.2019 for which money receipt no. 40 dated 28.10.2013 was issued, Rs 3,00,200 vide cheque no. 745353 of S.B.I dated 01.02.2014 for which money receipt no. 391 dated 01.03.2014 was issued, and Rs 1,12,500 vide cheque no. 098696 of S.B.I dated 18.08.2019 for which money receipt no. 761 dated 27.08.2019 was issued. The complainant want refund of the amount paid with interest.

The complainant has placed on record aadhar card of the complainant, money receipts dated 19.10.2013, 1.02.2014 and 18.08.2019 and Know Your Customer form.

Perused the records of the case. No reply has been filed by the respondent company. The Bench notes that Mr. Alok Kumar, MD of the respondent company has attended all the previous hearings virtually except the hearing conducted on 24-11-2021 and orally authorized Mr. Pravin Kumar to represent the respondent company. A penalty of Rs. 10,000/- was

imposed upon the respondent company for his non-appearance which has not been deposited by the respondent company.

In previous hearings, the MD of the respondent company submitted that a number of FIRs have been lodged against him by the landowner Manish Kumar with whom Mr. Alok Kumar later has entered into a compromise wherein the landowner is ready to return the amount of around Rs. 1 Crore to the company.

The Bench was also informed that the respondent company was unaware of the development agreement executed between landowner and M/s Hira Panna Infra Projects Pvt. Ltd and upon learning the same, the respondent company cancelled 2 agreements out of 4 agreements with the landowner.

It is apparent from the documents filed by the complainant that notwithstanding the fact that the project was not registered, the promoter went ahead with bookings and accepted payments in 2019. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. Suo motu proceedings may be initiated against the respondent company under section 59 of the Real Estate (Regulation and Development) Act, 2016.

The Bench observed that the liability to refund the amount to the allottees is upon the respondent company and it is for them to arrange the money from whatever sources they desire.

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. 6,61,353/- with interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years from the date of taking the booking till payment within sixty days of issue of this order.

As far as the penalty of Rs. 30,000 (10,000 + 20,000) imposed upon the respondent company is concerned, the Bench notes that if the said amount is not paid within the period of 60 days as stated above, the same shall be recovered as arrears of land revenue as enumerated u/s 40(1) of the Act.

With these directions, the matter is disposed of.

**Sd/-
Nupur Banerjee
Member**

**Sd/-
Naveen Verma
Chairman**