

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

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

**Complaint Case Nos. CC/716/2021**

**Anul Hoda.....Complainant**

**Vs**

**M/s Kabir Colonizer and Developers Pvt. Ltd....Respondent**

**Project: Kabir Nagar**

**25/05/2022**

**ORDER**

The present complainant had been filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 by the complainant Sri Anul Hoda seeking relief to make registry of plot or refund of the deposited amount with 20 percent compound interest. The matter was last heard on 04-05-2022.

The complainant in his complaint petition dated 13-07-2021 has stated that he entered into Agreement for Sale dated 10-02-2018 for the purchase of 6 Khatta residential land, measuring 8100 sq.ft. with respondent company. He further submitted that total consideration amount of plot was Rs.61,50,000/- out of which complainant has paid Rs.40 lakh. He further submitted that on various occasions, the complainant has approached the respondent for the execution of sale deed

but respondent used to evade the same. He further submitted that after some time, respondent has demanded Rs.6.23 lakh in the name of executing sale deed which was paid by him on 31-08-2018 but after that also registry was not made. Hence, filed present case seeking relief to make registry of plot or refund of the deposited amount with 20 percent compound interest.

Accordingly, a notice dated 08-07-2020 was sent to the respondent company through under Section 31 of the RERA Act and Rule 36 of the RERA Rules 2017 to appear and file their reply.

The complainant has placed on record money receipts dated 01-02-2018 for Rs.15 lakh, dated 03-04-2018 for Rs.15 lakh & dated 12-04-2018 for Rs.10 lakh, totaling to Rs.40 lakh., in respect to payments made to respondent company. Further the complainant has placed deposit slip of Rs.6,23,000/- dated 31-08-2018 of State Bank of India of Dakbanglow branch. The complainant has also placed on record Agreement for Sale dated 10-02-2018.

Persuaded the records, no reply has been filed by the respondent, however, Mr. Mohit Raj, learned counsel used to appear on the behalf of the respondent company but during the last hearing on 04-05-2022, no one has appeared on the behalf of the respondent.

Several hearing has taken place and during the course of hearing on 29-10-2021, the complainant has submitted that he had entered into agreement for sale with respondent for 6 khata of land and paid a sum of Rs.46,23,000/- but since now, the respondent neither has registered the agreement nor has returned the money.

On 29-10-2021, learned counsel for respondent prays for time to file reply.

On 24-01-2022, during the course of hearing, complainant has submitted that he booked plot of land in 2018 and paid 75% of the consideration money. Since nothing was done by the respondent company, he requested for refund of the deposited money with interest.

Learned counsel appearing for respondent has submitted during the course of hearing on 24-01-2022 that respondent is ready to refund the principal amount within 6 months and that they will file their reply within a week.

During the course of hearing on 02-05-2022, Complainant has reiterated his prayer for refund.

The Bench on 24-01-2022 has directed the respondent to refund the first instalment before 07/03/2022 and file their reply regarding refund of the remaining money but respondent has failed to comply the direction of Bench.

The Bench notes that despite of giving several opportunities to respondent, they have not filed any reply nor refund the amount to complainant as per direction given during the course of hearing, hence, considering the documents placed on record and submissions made and prayer of the complainant for refund, the Bench hereby directs the Respondent Company and their Directors to refund the amount of Rs.46.23 lakh /-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 three years plus two percent from

the date of taking the booking within sixty days of issue of this order.

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

**Sd/-**

**Nupur Banerjee**  
**Member**