

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Telephone Bhavan, Patel Nagar, Patna-800023.

Before the Bench of Mrs. Nupur Banerjee, Member

Complaint Case No. CC/737/2021

Vikas Kumar.....Complainant

Vs

M/s Kabir Colonizer & Developers Pvt Ltd..Respondent

Project: Kabir Nagar, Patna

Present: For Complainant: Mr. Umashankar Prasad, Advocate
For Respondent: Mr. Mohit Raj, Advocate

08/04/2022

ORDER

The complainant Vikas Kumar, residents of Kaushalya Sadan, Postal Park, Patna has filed complaint petition on 19-07-2021 against the respondent company M/s Kabir Colonizer & Developers Pvt. Ltd. for possession of the land and registry.

The complainant in their complaint petition dated 19-07-2021 has submitted that he booked plots of land bearing plot no.D162, admeasuring 2700 sq.ft. in Kabir Nagar project launched by M/s Kabir Colonizer & Developers Pvt. Ltd. situated at Birpur, Naubatpur, Patna. He further submitted that he had paid all the installments of the consideration amount for the plot booked as mentioned in the agreement and has also paid the registry charges and stamp cost. He further submitted that more than 7 months have passed after the payment of registry charge and even after various approaches, the registry of the plot has not been done

by the respondent, therefore, present complaint has been filed. It has been further submitted by the complainant that he has paid excess amount of Rs 25,000/- for demarcation which the respondent company may be directed to make refund. Hence, present case is filed requesting to direct the respondent to give possession of the land immediately and execute registration.

On 31-01-2022, complainant has filed petition stating therein that he want the refund of money paid and attached the payment details along with money receipts issued by the respondent company.

The complainant has placed on record money receipts dated 28-01-2021 for Rs.2.49 lakh, dated 25-02-2020 for Rs.2 lakh, dated 10-01-2019 for Rs.2 lakh, dated 24-08-2019 for Rs.2 lakh, dated 06-08-2019 for Rs.3 lakh, dated 30-01-2019 for Rs.2 lakh, dated 23-01-2019 for Rs.1 lakh, dated 13-06-2018 for Rs.4.50 lakh, dated 28-01-2021 for Rs.2.24 lakh in the name of registry charges and dated 13-06-2018 for Rs.25,000/- in cash (mentioned in the page 3 of the Agreement dated 13-06-2018 included in the amount of Rs.4,75,000/-) totaling to Rs.21.48 lakh. Further, the complainant has placed on record Agreement for sale dated 13-06-2018.

The respondent has not filed any specific reply in this case. However, Learned Counsel for the respondent company remains present during the course of hearing and made submissions on the behalf of respondents.

During the last hearing on 24-01-2022, learned counsel for complainant had submitted that on 29-11-2021 hearing, the respondent was advised to go for amicable settlement but it appears that respondent is not interested in settling the matter mutually and want

to linger the issue. He further submitted that complainant has paid Rs.21.48 lakh and has prayed for refund of the deposited money.

Learned counsel of the respondent had submitted during the course of last hearing that the complainant want possession of plot and amicable settlement for which they (the respondent) tried but now the complainant has changed their claim and now want refund. However, respondent is ready to make refund to the complainant.

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.21.48 lakh (Twenty One Lakh Forty Eight Thousand) 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 from the date of deposit to the date of refund within sixty days of issue of this order.

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

Sd/-

Nupur Banerjee
Member