

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Mrs. Nupur Banerjee

Complaint Case No. RERA/CC/807/2021

Rupesh Kumar KeshriComplainant

M/s DDL Infratech Pvt. Ltd.....Respondent

Project: Agrani First City

For Complainant: In Person

**For Respondent: Mr. Rabindra Kumar, Advocate
Mr. Shiv Kumar, M.D.**

12/10/2022

ORDER

The matter was last heard on 24-08-2022.

1. This complainant petition has been filed seeking relief to direct the respondent to provide physical possession of land.
2. In short, the case of the complainant is that the respondent has executed the Deed of Absolute Sale for the plot, admeasuring 2400 sq. ft. on the consideration amount of Rs.8 lakh in 2011 but as assured, till date, the respondent has not handed over the physical possession of the plot with development. Hence, this complaint.
3. Perused the record of the case. The respondent has not filed any specific reply. However, learned counsel for the respondent remained present during the course of hearings along with M.D. of the respondent company and made their submissions and has not challenged the claim of complainant.
4. On 18-07-2022, complainant has filed letter along with affidavit stating therein that alternative plot shown is not in compatible to earlier booked plot, hence, he prayed for the refund of the amount paid along with interest

5. During the last hearing, the complainant has prayed for refund of the amount paid along with interest.

Learned counsel for the respondent has submitted that the order may be passed for refund of the amount. He further submitted that the sale deed has been executed. So, a direction may be issued to return the sale deed.

The Bench observes that the Project was applied for registration but was not approved due to map not approved by the competent authority and liberty was given to apply a fresh with the map getting approved from the competent authority, hence, the project was registrable as per 1st Proviso of Section 3(1) of the Act. The Hon'ble Supreme Court recently in *M/s Newtech Promoters & Developers Pvt. Ltd. Vs State of U.P & Ors.* [2022] (1) RCR (Civil) 357 has observed that the Act is not retrospective in nature, rather it is retroactive because it affects the existing rights of the persons mentioned in the Act like promoter, allottee etc. The intent of legislature was to include all ongoing projects which commenced prior to the enforcement of the Act and this project was also an ongoing project as evident from the documents placed.

Further, In *Lavasa Corporation Limited v/s Jitendra Jagdish Tulsiani & Others*, Second Appeal (Stamp) Nos. 9717 of 2018 & 18465 of 2018, 18467 of 2018 with Civil Application Nos. 683 of 2018, 791 of 2018, 792 of 2018, the Hon'ble Bombay High court has observed that RERA has brought on Statute Book to ensure greater accountability towards the consumers and significantly reduce frauds and delays, as also the current high transaction costs. It attempts to balance the interests of consumers and promoters, by imposing certain responsibilities on both. It seeks to establish symmetry of information between the promoter and purchaser, transparency of contractual conditions and set minimum standards of accountability and a fast-track dispute resolution mechanism. The RERA, as stated in its 'Objects and Reasons', was enacted for inducting professionalism and standardization in the sector, thus, paving the way for accelerated growth and investments in the long run.

Hence, the Bench finds that the present Complaint Case falls within the ambit of RERA Act, 2016 to entertain and therefore, maintainable against the Respondent.

In the light of the documents placed, submissions made by the parties and considering the prayer of complainant for refund as made in the affidavit dated 18-07-2022 as well as during the last hearing, the Bench hereby directs the respondent company and its directors to refund the entire principal consideration amount paid i.e. Rs.8 lakh to the complainant along with interest at the rate of marginal cost of fund based lending rate (MCLR) of State Bank of India as applicable for three years plus three percent from the date of deposit of the consideration amount till the date of refund within sixty days of issue of this order.

The Bench further directs complainant to cooperate with the respondent in cancelling the deed of Sale already executed in his favor.

With these directions and observations, this complaint petition is disposed of.

Sd/-

Nupur Banerjee
Member