

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma

Case No: RERA/CC/908/2020

Manoj Kumar

...Complainant

Vs.

M/s Agrani Homes Pvt. Ltd.

...Respondent

Project: Agrani Sampatchak

ORDER

25.04.2022

This matter was last heard on 18.04.2022.

The fact of the case is that the complainant had booked a flat having super built up area 1222 sq. ft. on 3rd floor in the project Agrani Sampatchak Block A by making total payment of Rs.8,24,720. A Memorandum of Understanding dated 26.08.2013 was entered into between the complainant and the respondent, according to which the flat was to be completed within 36 months with a relaxation period of six months.

Since the respondent failed to handover the possession of the flat on time the complainant has applied for cancellation of the flat on 13.04.2017 and asked for refund of the deposited amount but the respondent didn't accepted the cancellation letter and offered another project namely Usri and the total consideration amount of the project was Rs.13,44,000 for which the complainant made another payment of Rs.25,000 through cheque no. 000047 dated 15.04.2018.

However, as the respondent again failed to handover the possession of the flat, the complainant applied for cancellation of the flat through letter dated 07.11.2019 and requested for the refund from the respondent. Since the refund was not made, the complainant has filed this present case and praying for refund of the deposited amount with interest.

The complainant has placed on record a copy of cheque bearing no. 260306, 260307 & 260310 for which money receipt no.567 issued by the respondent company, copy of Memorandum of Understanding dated 26.08.2013, copy of cheque no 000047 of Rs.25,000, copy of Bank Statement showing Rs.25,000 amount withdrawn by respondent company on 08.05.2018, copy of cancellation letter 13.04.2017 and 07.11.2019.

Perused the records of the case. Neither any reply has been filed by the respondent nor he has refuted the submission of the complainant, although the legal representative of the company was present and hence the claim is being admitted.

On the last date of hearing the complainant reiterated his request for refund of the paid amount i.e. Rs.8,49,720 . He did not agree with the offer of alternate proposal for land/flat given to him by the learned counsel of the respondent and reiterated his prayer for refund.

Having heard the submissions of both the parties the Bench hereby directs the respondent company and their directors to refund the principal amount of Rs.8,49,720/- 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 three percent from the date of taking the booking till the date of refund within sixty days of issue of this order.

With these directions the matter is disposed of.

Sd/-
Naveen Verma
(Chairman)