

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

Case No. RERA/CC/935/2021

Rajeev Kumar Jha.....Complainant

v.

M/s GrihVatika Homes Pvt Ltd.....Respondent

Project: - RAGHUNATH GREEN VATIKA

ORDER

24-1-2022

The matter was last heard on 11-01-2022.

The case of the complainant is that he had booked flat no. 208 in Block A of the project, having super built up area of 732 sq. ft. the total cost of which was Rs. 17,50,000/-. The complainant submitted that at the time of booking of the flat he paid a total sum of Rs. 5,17,000/- through different cheques on different dates. The complainant has alleged that the respondent company has not fulfilled its promise and has not handed over the possession to the complainant as per the agreement for sale dated 27.03.2018. The complainant has filed the instant case praying for refund of the entire paid amount with compound interest.

The complainant has placed on record the agreement for sale dated 27.03.2018, money receipt no. 1425 against payment of Rs. 1,11,000/- through cheque no. 000031, money receipt no. 1512 against payment of Rs. 1,50,000/- through cheque no. 149422, money receipt no. 1516 against payment of Rs.1,50,000/- through cheque no. 149423, money receipt no. 1532 against payment of Rs. 1,06,000/- through cheque no. 149424, KYC, cheque bearing no. 149423, 149422, 000031, copy of email from respondent company dated 01.08.2021, copy of map, letter from respondent company regarding booking of flat.

Reply has been filed by the respondent company. In reply, the respondent company while admitting few facts have stated that while the

complainant paid only Rs. 5,17,000/-, no further payment was made by him. The respondent company has further referred to section 18 of the Act and has stated that no payment was made by the complainant after 2017 which has resulted into loss to the respondent company. The company has further stated that the complainant was contacted several times to clear the dues but he did not meet the demand for payment and withdrew from the project himself.

During the course of hearing, the complainant had submitted that the agreement was executed in 2018 and as per the agreement, the respondent was supposed to hand over the flat by 2019 but they have failed to do the same. The Bench was further informed that the cancellation letter was sent to the respondent company in July 2020 but no refund has been initiated. It has further been alleged that the plinth has also not been constructed and the work at site is stuck since 4-5 years.

The respondent company has raised objections to the contention of the complainant and stated that roof casting of the first floor is due. The learned counsel for the company further submitted that the company is ready to refund the amount to the complainant.

Have heard the submissions of both the parties. Section 11(1)(e) of the Real Estate (Regulation & Development) Act, 2016 provides that the promoter, herein the respondent company, is required to provide quarterly up-to-date status of the project for public viewing. The main object of this provision is to keep the prospective buyers aware of the stages of a project so that investments can be made accordingly. The Bench observed that no quarterly progress report has been uploaded by the respondent company on the website of the Authority and that, if that had been done, disputes regarding status of construction would not have arisen.

As per section 19(6) of the Act, the allottees are bound to make timely payments to the promoter so that the work at the site can be carried out smoothly. In the instant case, though the complainant has now withdrawn from the project and is seeking refund, it is pertinent to note that the complainant has also defaulted in making payments to the respondent company which is a clear violation of section 19(6) of the Act.

The Bench notes that under the Act and Bihar Rules, 2017 the promoter can cancel the allotment and forfeit the booking account which can be more than 10 percent of the project cost.

The Bench observes that the respondent company is ready to refund the amount to the complainant.

The Bench directs the respondent company to refund the principal amount to the complainant, without any interest as the allottee has himself withdrawn from the project, within sixty days of issue of this order.

The respondent company further is directed to immediately upload the quarterly progress report on the website as per Section 11 of the Real Estate (Regulation & Development) Act, 2016 otherwise penalty would be imposed.

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

Sd/-

Naveen Verma
Chairman