

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Mrs. Nupur Banerjee

Complaint Case No. CC/997/2021

Ozma JabeenComplainant

Vs.

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

Project: Kabir Nagar

For Complainant: Mr. Sharad Shekhar, Advocate

For Respondent : None

ORDER

27/07/2022

The matter was last heard on 13-06-2022.

The case of the complainant is that he had entered into an Agreement for Sale dated 14-08-2018 with Mr. Musheer Ahmad, director of M/S Kabir Colonizer and Developers Pvt. Ltd for the allotment of 2700 sq.ft., residential land at Birpur, Naubatpur, Patna for the total consideration of Rs.19 lakh and out of which the complainant has paid Rs.17 lakh. He further submitted that as per the Agreement, the plot has to be allotted within 12 months from the date of execution of agreement but till date the plot has not been allotted to him. He further submitted that on the several occasions, he tried to contact the respondent company and requested for the allotment of the plot but till date, neither the allotment of plot has been made nor the amount paid has been refunded by the respondent company. Therefore, the complainant has filed the present case for the refund of the total amount paid along with interest and compensation.

The complainant has placed on record money receipts of Rs.17 lakh duly acknowledged and issued by the respondent company along with Agreement for Sale dated 14-08-2018.

Perused the records of the case. The Bench observes that neither any reply has been filed by the respondent nor the respondent has appeared during the course of hearings despite opportunities given, therefore, the ex-parte order is being passed.

During the last hearing on 13-06-2022, learned counsel for the complainant has submitted that in the last order, the respondent was directed to file reply in this case but they have not filed any reply. He further submitted that the complainant wants refund of Rs.19 lakhs with interest accrued thereon. The project has not been completed till date. No status of the project has been communicated by the respondent. They are sitting tight over the matter. They are not paying the amount.

No one appeared on behalf of respondent on the last date of hearing.

It is apparent from the record that notwithstanding the fact that the project was not registered, the promoter went ahead with new bookings in 2018. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. Suo motu proceedings may be initiated against the respondent company under section 59 of the Real Estate (Regulation and Development) Act, 2016.

In the light of submissions made, perusal of case records and considering that complainant has prayed for refund, the Bench hereby directs the respondent company and their Directors to refund the principal amount of Rs.17 lakh (Seventeen 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 two 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