

# **REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**

**Bench of R B Sinha and Dr S K Sinha, Members of RERA, Bihar**

## **Complaint Case No. RERA/88/2018**

**Avinash Kumar.....Complainant**

**Vs**

**M/s Ghar Laxmi Buildcon Pvt Ltd.....Respondent**

**Present: For the Complainant:- Mr Vikas Kumar Singh  
For the Respondent:- Mr Mohanlal, Advocate**

**07/02/2019**

## **O R D E R**

1. Mr Vikas Kumar Singh on behalf of Mr Avinash Kumar, a resident of Janki Nagar, Khabra, Muzaffarpur filed a complaint petition on 01/10/2018 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 for refund of his deposit along with due interest. Based on the complaint petition, a notice was issued to M/s Ghar Laxmi Buildcon Pvt Ltd through their Director Mr Rahul Kumar on 11/10/2018 for their response on the complaint made. The Respondent Company submitted its response on 01/11/2018. Hearing of the case took place on 08/01/2019

### **Complaint of the Petitioner**

2. In his complaint, the Petitioner has claimed that he had booked a flat on 19/08/2017 for a 1378 sqft (super built up area) Apartment on the 3<sup>rd</sup> floor in Block-A of the Project namely Sarita Kunj Phase-1 of the

Respondent Company at a total consideration of Rs 22 lakh including miscellaneous and amenities charges. In the Memorandum of Undertaking (MoU) signed by the Respondent Company with Mr Avinash Kumar, the developer had committed that the proposed building with all the amenities therein would be completed and possession of the apartment would be given within 24 months from the date of sanction of the building plan with a further grace period of six months. The Petitioner has also informed that he had paid a sum of Rs 5.00 lakh from his account by NEFT/RTGS to the respondent company which has been acknowledged by the respondent company in the MoU. It was also mentioned in the MoU that the balance amount would be paid in construction linked payment (CLP) mode. The complainant has stated that since they were told afterwards that the apartment was already booked in the name of other person, he had applied for refund of the deposit with interest. He further confirmed that he had received Rs50,000/- from the developer.

**Response of the Respondent Company:**

3. In their response Mr Mohan Lal, learned counsel of the Respondent Company has stated that the complainant's name was Vikas Kumar Singh but he was not the real buyer and the main complainant should be Avinash Kumar/buyer. They stated that they have already paid Rs 50000. The Respondent Company has also agreed to pay the balance amount of Rs 4.50 lakh within a period of four months.

**Hearing on 8<sup>th</sup> January 2019**

4. In course of hearing on 08/01/2019, the complainant was represented by Mr Vikas Kumar Singh, brother of Mr Avinash Kumar and the Respondent Company was represented by its learned counsel Mr Mohan

lal. In course of hearing, the learned counsel sought for time to refund the money to the complainant. Accordingly, it was agreed that they would refund the balance amount deposited by the complainant within sixty days from the date of hearing i.e. 08/01/2019 to which the complainant's representative agreed.

### **Order**

5. It is hereby ordered that the balance amount of deposit (Rs 4.50 Lakhs) be returned by 08/03/2019 by the Respondent Company along with interest @ MCLR of SBI applicable for a period more than one year from the date of deposit i.e. 24/07/2017 to the date of refund.

**Sd**  
**(R.B. Sinha)**  
**Member**

**Sd**  
**(Dr S. K. Sinha)**  
**Member**

**Patna,**  
**Dated the 7<sup>th</sup> February, 2019.**