

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

Mrs. Nupur Banerjee, Member

Case No. CC/102/2021

Sanjeev Jha

...Complainant

Vs.

M/s Agrani Homes Pvt Ltd

... Respondent

Project: Shivdhayan

ORDER

28.01.2022

This matter was last heard along with batch of cases before the Double Bench on 11.01.2022.

The case of the complainant is that he booked a flat No. 408, having an area of 1000sq.ft on 04.07.2018, in block- A of the proposed project “Agrani Shivdhyan” of the respondent company and deposited Rs.3,33,600/- (Three Lakh Thirty Three Thousand and Six Hundred Only) as an advance through cheque. The complainant submitted that since there was no development in the project, he sent an application for cancellation of his booking to the respondent on 21.09.2020 and requested for refund of booking along with interest which was duly acknowledged by the respondent company on 23.09.2020. It is stated that the respondent wrote a note on cancellation letter that payment shall be refunded within 120 days from the date of cancellation but since no refund has been

initiated, the matter has been filed for refund of booking amount along with interest.

The complainant has paid Rs.1,00,000/- (One Lakh) vide cheque no. 839235 of HDFC dated 14.05.2018 for which money receipt No.6397 dated 06.07.2018 was issued, Rs.1,00,000/- (One Lakh) vide cheque no. 839237 of HDFC dated 09.07.2018 for which money receipt No.6315 dated 12.07.2018 was issued, Rs.1,33,600/- (One Lakh Thirty Three Thousand and Six Hundred) vide cheque no. 948803 of SBI dated 02.07.2018 for which money receipt No.6395 dated 04.07.2018 was issued.

Perused the records of the case. No reply has been filed by respondent company. However, Mr. Alok Kumar, Managing Director of the respondent company was present on the last date of hearing and has not challenged the submission of the complainant and the facts are being admitted.

On the last date of hearing, Mr. Alok Kumar, MD of the respondent company requested for cancellation of agreement with land owner so that he could pay the amount to complainant and other aggrieved allottees.

The Bench observes that it had directed the MD of the respondent to file joint affidavit as uploaded on the website of the Authority and demand draft of the 'non' amount within two weeks which has not been complied with by the respondent company. Therefore a token penalty of Rs 25,000 (Twenty Five Thousand Only) is imposed upon the respondent company for

violating the directions of the Bench to be paid within a week of issuance of the order.

It is also apparent from the documents filed by the complainant 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 Moto proceedings may be initiated against the respondent company under section 59 of the Real Estate (Regulation and Development) Act, 2016.

The Authority directs the respondent company and their Directors to refund the principal amount of Rs. 3,33,600/- 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 from the date of taking the booking within sixty days of issue of this order.

As far as the penalty imposed is concerned, the penalty amount shall be recovered as arrears of land revenue as enumerated u/s 40 of the Real Estate (Regulation and Development) Act, 2016.

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

Sd/-
Nupur Banerjee
(Member)

Sd/-
Naveen Verma
(Chairman)