

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

Case No. CC/107/2021

Rajeev Ranjan

...Complainant

Vs.

M/s Agrani Homes Pvt Ltd

... Respondent

Project: Agrani Shivdhayan

ORDER

28.01.2022

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

The complainant booked a flat No. 208, having an area of 1000 sq.ft on 04.07.2018, in block- A of the proposed project “Agrani Shivdhyan” of the respondent company and deposited Rs.3,13,600/- (Three Lakh Thirteen 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. This 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.2,38,600/- (Two Lakh Thirty Eight Thousand Only) vide cheque no. 368965 of SBI dated 16.05.2018 for which money receipt No.6304 dated 04.07.2018 was issued, Rs.75,000/- (Seventy Five Thousand) vide cheque no. 368969 of SBI dated 09.07.2018 for which money receipt No.6313 dated 11.07.2018 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, on the request of Mr. Alok Kumar, MD of the respondent company for cancellation of agreement with land owner the Bench had directed the respondent to submit joint affidavit as uploaded on the website of the Authority and demand draft of the 'non' amount so that some amount could be returned to the allottees of this project.

It is 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.3,13,600/- 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.

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

Sd/-
Nupur Banerjee
(Member)

Sd/-
Naveen Verma
(Chairman)