

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

Case No. CC/1567/2020

Ashit Kumar Garg

...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 case of the complainant is that he booked a flat no. 2, having an area of 1269 sq.ft, in the proposed project “Agrani Shivdhyan” of the respondent company and deposited Rs.3,30,000/- (Three Lakhs Thirty Thousand Only) as an advance though cheque. Since there was no development/construction of the project, complainant has prayed for refund of booking amount along with interest.

The details of payment are as follows: Rs.1,50,000/- (One Lakh Fifty Thousand) through account transfer dated 28.02.2018 for which money receipt No.6373 dated 06.03.2018 was issued and remaining Rs.1,80,000/- (One Lakh Eighty

Thousand) vide cheque no. 426942 . However the complainant stated in his petition that the respondent did not give any receipt for this transaction , but when he insisted they wrote on the back of the KYC paper about this transaction that “Customer has claimed one more transfer of one lakh eighty thousand we will verify it on final settlement”. The complainant has submitted bank statement in this regard to support his claim.

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 not with standing 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.3,30,000 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)