

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

Case No. CC/365/2021

Ravi Ranjan Kumar

...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 had booked a 2BHK flat, in Block "A", of project the Shivdhyan measuring area 1124 sq.ft for total consideration Rs.37,34,976 (Thirty Seven Lakh Thirty Four Thousand Nine Hundred and Seventy Six) against which he has made payment of Rs.6,25,000 (Six Lakh Twenty Five Thousand). The complainant submitted that since there was no development in the project, he sent an application for cancellation of his booking and refund to the respondent on 31.03.2019 which was duly acknowledged by the latter. On the last date of hearing the complainant submitted that while he paid Rs.6,25,000 in 2018 but has got refund of Rs. 1,00,000 only from the respondent and has, therefore, prayed for refund of the remaining principal amount with interest.

The complainant has stated that he paid Rs.3,00,000 cash for which receipt was issued dated 19/03/2018, Rs.80,000 vide transfer for which money receipt no 6405 was issued dated 19/03/2018, Rs.1,25,000 vide TRF for which money receipt no 007 was issued dated 11/04/2018, Rs.1,20,000 vide TRF for which money receipt no 046 was issued dated 08/05/2018.

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 outstanding principal amount of Rs 5.25 lakhs 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.

Nupur Banerjee
(Member)

Naveen Verma
(Chairman)