

REAL ESTATE REGULATORY AUTHORITY, BIHAR
2nd Floor, BSNL Telephone Exchange, North Patel Nagar, Road No. 10,
Patna -800023

Before the Double Bench of Mr. Naveen Verma, Chairman
& Mrs. Nupur Banerjee, Member
Complaint Case No.: CC/473/2021

Aruna KumariComplainant

Vs.

M/s Bhootesh Construction Pvt. Ltd.....Respondent

Project: Bhoomi Complex

ORDER

26-04-2022 The matter was last heard before the double bench on 05.04.22

The case of the complainant is that she had entered into an agreement for sale on 14-06-2015 for the purchasing of two BHK Flat bearing Flat No.303, admeasuring 910 sq.ft. along with parking space and had paid Rs.10 lakh out of total consideration amount of Rs.27.51 lakh. She further submitted that respondent had assured to hand over the flat by 2017 but after one year of booking when she saw there was no development at project site and even the company's board had been removed, she approached one of the director Mr. Rajiv Nayan to ascertain the status of the project. However, no positive response was given. Subsequently she asked for refund of the deposited amount . It has been further submitted that Mr. Rajiv Nayan has refunded the principal amount of Rs.10 lakh. Later in December, 2019, Mr. Arvind Kumar, M.D. of the respondent company paid Rs.3 lakh in lieu of interest.

Hence, the present complainant is filed seeking refund of the interest amount as per RERA prescribed rate with compensation for mental harassment.

On 04-04-2022, complainant had filed petition stating therein that Mr. Arvind Kumar, M.D. of the respondent company had agreed to pay Rs 10 lakh as interest and handed over two cheques totalling Rs.8 lakh. Since the cheques were dishonoured by the bank, criminal case was lodged before C.J.M., Hajipur. She further submitted that out of 10 lakh as interest amount, she had received Rs.3 lakh and her prayer is to direct the respondent to pay the remaining interest amount of Rs.7 lakh with compensation.

The complainant has placed money receipts on record dated 12-03-2014 for Rs.5,00,000/-, issued by respondent company and account statement of Canara Bank, Branch- Hajipur showing total payment made to respondent Rs.5,00,000/-. Further the complainant has placed on record Agreement for sale dated 14-06-2015.

Learned counsel for the respondent company has submitted that they already refunded the principal amount of Rs.10 lakh along with interest of Rs.3 lakh.

The Bench notes that during the course of last hearing on 05-04-2022, the complainant admitted that the respondent has refunded the principal amount in the year 2018. He further admitted that respondent has refunded Rs. 3 lakh as interest but Rs.7 lakh as interest amount is still due.

The Authority observes that the complainant had booked the flat in the year 2014 and principal was refunded in 2018. The Bench directs that interest payable on this amount would be calculated on the basis of marginal cost of fund based lending rates (MCLR) of SBI as applicable for three years for three years or

more. Both parties agree that Rs.3 lakh has already been paid as interest. If any interest amount remains to be paid the respondent company and its Directors would make the payment within 60 days of issue of this order.

So far as the claim of compensation is concerned, the complainant is at liberty to approach the Adjudicating Officer.

Sd/-

Nupur Banerjee
Member

Sd/-

Naveen Verma
Chairman