

REAL ESTATE REGULATORY AUTHORITY, BIHAR

2nd Floor, BSNL Telephone Exchange Bldg, Patel Nagar, Patna-800023.

Before the Bench of Mr R.B. Sinha, Member

CC Nos. CC/121/2021, CC/344/2020, CC/436/2021 & CC/489/2021

Nita Kumari/Deepa Jaiswal/Sabita Sharma/Soma Sinha.....Complainants

Vs

M/s Grih Vatika Homes Pvt Ltd.....Respondent

**Present: For Complainants: In person
Mr Apurv Harsh, Adv for
(Soma Sinha)
For Respondent : Mr Mohit Raj, Adv**

10/08/2021

O R D E R

1. Nita Kumari, a resident of Dharahra Kothi, Jagat Narayan Road, Patna, Deepa Jaiswal, C/o Bimal Furniture, Nala Road, Patna, Sabita Sharma, C/o Nagendra Sharma, Nala Road, Patna and Soma Sinha, a resident of Sahebganj, Arya Kumar Road, Chapra have filed separate complaint petitions in January-April 2021 under section 31 of the Real estate (Regulation and Development) Act 2016 for refund their principal amount deposited during the period 2014-16 for booking flats in the project Ram Mahavir Vatika of the respondent company M/s Grih Vatika Homes Pvt Ltd along with interest thereon.

Case of the Complainants :

2. The complainants Nita Kumari (CC/121/2021), Deepa Jaiswal (CC/121/2021), Sabita Sharma (CC/436/2021) and Soma Sinha (CC/489/2021) in their respective petitions dated 29/01/2021, 01/03/2021, 05/03/2021 and 01/04/2021 have submitted that they booked a flat each in Ram Mahavir Vatika project of M/s Grih Vatika Homes Pvt Ltd and paid Rs

4.41 lakh, Rs 5.00 lakh, Rs 5.01 lakh and Rs 3.5 lakh respectively during 2014-16 but the developer did not start work on the project. They further claimed that the respondent always gave evasive response whenever they approached him to enquire about the commencement of the work in the project. They claimed that they have also not been refunded their principal amount with interest for the last six years.

3. Notices under Section 31 of the RERA Act 2016 and Rules 36 of the RERA Rules 2017 were issued to the respondent company in all the above four cases to file their reply. However, the respondent did not file any reply. The matter was fixed for hearing.

Hearing :

4. Hearings were held on 02/06/2021, 25/06/2021 and 09.07.2021. In course of hearing, the complainant Soma Sinha was represented by Mr Apurv Harsh, Advocate while other three complainants defended themselves. The Respondent Company was represented by Mr Mohit Raj, Advocate.
5. In course of hearing, the complainants reiterated their statements filed in their complaint petitions and stated that they deposited their booking amount in 2014-16 on the assurance of the promoter that they would hand over the flats within three years. However, the work in the project was not started in the project till date. Whenever, they contacted the promoter regarding the status of the project, they were given vague excuses.
6. Learned counsel of the respondent company submitted that the project was abandoned and committed to refund the booking amounts to the complainants at the earliest. The Bench enquired from the learned counsel of the respondent company as to why the respondent company didn't inform the complainants immediately after cancellation of the project and refund the booking amount to each complainant. Learned counsel couldn't give any satisfactory response.

7. Therefore, the Bench directed the respondent to refund full principal amount without further delay failing which penalty under section 63 of the Act will be levied on the respondent.
8. The Bench was informed by the complainants and their counsel on 9th July 2021 that all the four complainants have got refund of their principal amount from the respondent company.
9. Since the respondent company has refunded the principal amount to the above named four complainants, the only issue remains for consideration is payment of interest. The complainants had deposited their booking amounts during 2014-16 and had to wait for more than 5 years for refund of the booking amount. The Promoter abandoned the project in 2016 itself but neither did they inform the complainants nor did they refund the booking amount to them.
10. However, the Learned counsel of the respondent company pleaded for leniency on the ground that the promoters are young entrepreneurs and they should be given another opportunity to improve their conduct.

Order :

11. The Bench expressed its displeasure on the unprofessional conduct of the promoters and directed them to pay interest at the rate of Marginal Cost of Lending Rate (MCLR) of the State Bank of India as applicable for three years or more plus two percent to all complainants from the date of deposit to the date of refund within 60 (sixty) days of the issue of this order failing which the promoters will be required to pay penal interest @ 9 percent per annum for delay of every day on the amount of interest payable from the date of issue of this order until the date of payment.

Sd/-

**R.B. Sinha
Member**