

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Telephone Bhavan, Patel Nagar, Patna-800023.**

**Before the Bench of Mrs. Nupur Banerjee, Member**  
**Complaint Case Nos. CC/1266/2020**

Shakuntala Devi Agrawal.....Complainant  
Vs  
M/s Samrat Vijay Construction Pvt Ltd...Respondent

Project: Dwarika City Centre

**Present: For Complainant: Mr. Punit Kumar, Advocate**  
**For Respondent: Mr. Rakesh Roshan, Advocate**

**08/04/2022**

**ORDER**

The complainant Shakuntala Devi Agrawal, a resident of Guru Gobind Path, Patna City-800008 has filed complaint petition on 01-06-2020 against the respondent company M/s Samrat Vijay Construction Pvt. Ltd. for refund of the deposited amount with interest.

The complainant in her petition dated 13-05-2020 has stated that she booked Shop No.G/10 in the Dwarika City Centre, situated near Gobarsahi Chowk, Muzaffarpur in 2015-16 and paid a sum of Rs.48 lakhs to the respondent company M/s Samrat Vijay Construction Pvt. Ltd. and the respondent had committed to hand over the possession of shop latest by March, 2019. It has been further submitted by the complainant that project has been registered with RERA but the validity of registration has expired on 30-07-2020 and no further extension has been granted so far. She further submitted that when she

approached respondent and asked about the refund as the possession has not been handover within assured time then the respondent assured her that refund of the deposited money will be made by 15<sup>th</sup> February, 2020 but now they have refused to refund the deposited money. She further submitted that both the builders have formed another company in the name of M/s Acron Project Pvt. Ltd. and have started a new project in Patna in the name of Acron Regalia Project situated at Biscuit Factory Road, Danapur, Patna which is registered with RERA. Hence, filed present case seeking relief for the refund of deposited amount along with interest.

Accordingly, a notice dated 09-06-2020 was sent to the respondent company through Mr. Arun Singh and Ms. Babita Singh under Section 31 of the RERA Act and Rule 36 of the RERA Rules 2017 to file their reply by 07-07-2020.

Later on 03-12-2020 the complainant has filed amendment petition in which she stated that on 25-04-2017 she paid Rs. 4 lakh at the time of booking which includes Service Tax and also paid Rs. 48 lakh as per the schedule through cheques in respect of which receipts were also issued by the respondent but in spite of payment of more than 50% of the consideration amount, the respondent did not issue offer letter for possession of the booked shop. After failing to get refund from the respondent despite several reminders, she file this complaint case but now the respondent developer is threatening to kill her otherwise to withdraw this case for which she has filed complaint before the police officials. She prayed for direction/order to the respondent to refund the amount of Rs.48 lakhs with compoundable interest of 18% since 2017 and compensation of Rs. 10 lakhs for mental harassment and litigation cost of Rs.1 lakh.

The respondent company, in its reply dated 09-06-2020 has submitted that the complainant booked a shop on total consideration amount of Rs. 95.25 lakh excluding all extra charges on 29-04-2017 and at the time of booking paid only Rs.4 lakh. The complainant was given allotment letter on the same day with a detailed payment schedule of the booked shop. The project was registered with RERA and was to be completed by 30-07-2020 but due to Covid 19 and non-payment of the dues as per payment schedule by allottees in spite of reminders, this ongoing project got delayed. They further submitted that it is incorrect that the complainant paid Rs.48 lakhs and if she wants refund, 18% interest of the outstanding amount plus 5% be liquidated as damage done be finally deducted from the outstanding amount which as on date is Rs. 56,38,252/-. They further prayed to set aside complaint case rather direction be given to the petitioner firstly to pay the entire outstanding amount.

On 28-10-2021, respondent has filed supplementary counter petition stating therein in Para 10 that respondent company is ready to refund and a negotiation or communication has taken place between both the parties.

On 29-11-2021, complainant has filed rejoinder stating therein that respondent has taken more than 50% of the consideration amount i.e. Rs.48 lakh without executing any agreement which is gross violation of section 13 of the RERA Act, 2016. It has been further submitted by the complainant that no proposal was accepted by the complainant as respondent stated in their supplementary counter and the signature of the complainant on withdrawal petition is false and fabricated.

On 29-11-2021, respondent has filed another supplementary petition stating therein that 90% of the work in project has been completed and rest is going on. It has been further submitted that only Rs.46 lakh out total consideration amount of Rs.95,25,600/- has been paid by the complainant and since july, no further payment was made by complainant.

The complainant has placed on record money receipts dated 25-04-2017 for Rs.4 lakh, dated 05-08-2017 for Rs.20 lakh, dated 16-02-2018 for Rs.7 lakh, dated 26-02-2018 for Rs.2 lakh, dated 21-07-2018 for Rs.5 lakh (Hand Written Receipt) and a cheque bearing no.510106 of Rs.10 lakh totaling to Rs.48 lakh in respect to payments made to respondent company.

During the last hearing on 23-02-2022, learned counsel of the complainant had submitted that complainant wants refund of the deposited money of Rs.48 lakh with interest plus litigation cost.

Learned counsel of the respondent company during the course of hearing on 23-02-2022 had submitted that direction was given for amicable settlement of the dispute but it failed. He further stated that on record, the complainant has deposited Rs.46 lakh so far out of the total consideration amount of Rs.95 lakh and the complainant was supposed to deposit 25% initially but defaulted payment as per schedule and demanded that estoppel rule should be applied in this case. He further submitted that since the Director of the respondent company is hospitalized at Kolkata due to which no initiative could be taken and if required, they can file the hospital records. He

further submitted that no proof has been brought on record regarding disputed amount of Rs.2 lakh.

Learned counsel for complainant during the hearing has raised objection to the submissions of respondent regarding disputed amount of Rs.2 lakh and submits that complainant had submitted all the receipts of payments made to respondent company.

In the light of submissions made by both the parties and after perusal of the documents filed, the Bench hereby directs the Respondent Company and their Directors to refund the amount of Rs.48 lakh 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 three years from the date of deposit to the date of refund within sixty days of issue of this order.

So far the issue of compensation is concerned, the complainant is at liberty to press the same before the court of A.O.

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

**Sd/-**

**Nupur Banerjee  
Member**