

**Real Estate Regulatory Authority, Bihar, Patna**  
**Before Mr. R B Sinha & Mr. S K Sinha, Members of the Authority**

**Complaint Case No. CC/234/2018**

**Arun Kumar Lall and Sheela Kanchan... Complainants**

**Vs**

**Patligram Builders Pvt Ltd. ....Respondent**

**Present: For the Complainants: In person**

**Mr. Praveer, Adv**

**For the Respondent: Mr Rajeev Kr Raju, Adv**

**02.01.2020**

**ORDER**

1. The complainants – Arun Kumar Lall and Sheela Kanchan – in their complaint petition filed in February, 2019 under section 31 of the Real Estate (Regulation & Development) Act, 2016 against Patligram Builders Pvt. Ltd., 1<sup>st</sup> Floor, B M Complex, Khagaul Road, Saguna Mor, Patna – 801503, sought refund of their principal amount along with interest as the promoter failed to honour the terms of the Agreement., committed breach of trust and repeatedly misrepresented the facts. The complainants have submitted copies of the agreement for sale along with documentary evidence of payments made to the Respondent.

2. According to the details of agreement of sale the Respondent company failed to deliver Resort Home (Duplex/Villa) in the Project Patligram Kingdom Phase- I, booking for which was made and advance payments were received by the promoter. The Complainants paid a sum of Rs 3,70,320 (Rs. Three Lakh, Seventy Thousand three hundred and twenty only/-) to the respondent on 23/06/2017 and made another

payment of Rs. 6,22,1237 (Rs. Six lakh, Twenty two thousand one hundred and thirty seven only/-) to the respondent on 05/09/2017.

3. In their petition the complainants claimed that the respondent company kept on taking payments but it did not execute the project and no construction work was done at the project site. The complainants requested that their respective principal amount along with interest should be paid back and also sought compensation from the respondent for its failure to honour the promises made in the agreement for sale.

4. The complainants have also claimed that whenever they approached the respondent company to inquire about the status of the project, the respondent misbehaved with them and also hurled abuses.

5. The complainants submitted that after more than one-and-a-half year of booking, there appeared no possibility of starting of the project in near future and hence complainants wanted to withdraw from the project.

6. In pursuance of the receipt of complaint petitions, notice was issued to the respondent company in February 2019 under various sections of Real Estate (Regulation & Development) Act, 2016 and section 36 of the Bihar Real Estate (Regulation & Development) Rules, 2017. The hearing in the case commenced in May 2019.

### **Response of the Respondent**

7. The Respondent company never denied that it had received payments from the complainants but kept silence on the status of the project and also what did it intend as far as the future of the project was concerned.

### **Hearing**

8. In the first hearing of the case on May 7, 2019, the counsel of the respondent company appeared without Vakalatnama.

9. In subsequent hearings of the case the bench of the Authority on July 30, 2019, directed the respondent company to pay back the principal amount deposited by the complainant through bank draft/RTGS within a fortnight.

10. The respondent company, however, did not pay heed to the directive of the bench following which the bench during hearing of the case on February 7, 2020, imposed a cost of Rs 10000 (Rs. Ten Thousand Only/-) on the respondent company for its continuous non-appearance in the hearing of the matter.

11. The respondent company finally sent a new counsel during hearing of the case, held through video conferencing, on September 8, 2020. The respondent's counsel sought time in the case claiming that he was not familiar with the facts of the case. He was directed to ensure appearance of the Managing Director of the Company on the next date of hearing and the company was once again directed to refund the principal amount of the deposit along with interest to the complainants forthwith. The Bench also observed that no further adjournment will be granted in the case hereafter.

12. In the final hearing of the case on September 14, 2020, which too was held through video conferencing, the respondent company sent a new counsel. The complainant, who appeared in person, submitted that he had not received any money from the respondent company in the past 18 months in spite of the directions from the Authority. The complainant also maintained that the respondent company was sending new lawyer every time and delaying the proceedings. The counsel of the respondent company prayed for 15-day time claiming that he was new to the case. The bench opined that no purpose would be served by giving more opportunities to the Respondent Company and once again

directed to refund the deposit of the complainant along with the interest. The Bench directed both complainants/respondent company to file written submission within ten days.

### **Issues for Consideration**

13. The Respondent Company has not registered the project Patligram Kingdom Phase I with the Authority, thereby contravened the provisions of the section 3 of the Real Estate (Regulation & Development) Act, 2016.

14 There is no doubt that the promoter i.e. Patligram Builders Pvt. Ltd. has failed to implement the project properly. The promoter summarily failed to meet the deadline of the project as mentioned in agreement of sale on the basis of which payment was taken by it from the complainants.

15. The respondent company also failed to come up with any justification for not complying with the directives of the Bench issued from time to time during course of the hearing of the case

### **Order**

16. It is, therefore, ordered that the promoter i.e. Patligram Builders Pvt. Ltd. should pay back the deposit along with the interest at the rate of Marginal Cost of Lending Rate (MCLR) of the State Bank of India plus two percent, from the date of deposit to the date of refund to the complainants within sixty days of the issue of this notice. Also, the respondent should deposit the amount of Rs 10000 imposed as cost on it during the course of the hearing of this case.

17. The Respondent Company is directed to apply for registration of their ongoing project Patligram Kingdom Phase I with the Real Estate Regulatory Authority within thirty days of issue of the order.

**Sd/-**  
**(R B Sinha)**  
**Member**

**Sd/-**  
**(S K Sinha)**  
**Member**