

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Double Bench of Mr. Naveen Verma, Chairman &
Mrs. Nupur Banerjee, Member.**

Case No. RERA/CC/340/2019

Manoj Kumar

.....Complainant

Vs

M/s Galaxia Township & Housing Pvt. Ltd.Respondent

Project: Vrindavan.

ORDER

09-09-2022

This matter was last heard on 27.1.2022 and detailed proceedings had been drawn out. The matter was fixed for order on 08.03.2022. However, the Authority was pre-occupied with other matters and subsequently the record was inadvertently misplaced, which is regretted.

This matter was filed by the complainant against the respondent for refund of Rs.5,98,907/- along with interest. The complainant had paid in installments for plot D-209 in that project in 2016. The complainant has mentioned that the payment was earlier made to the Director of the Company. It was submitted on behalf of the complainant that vide letter dated 25.7.2018 the land owner had informed him that the development agreement with the respondent company has been cancelled and installments, which were due, were to be paid to him. He had made subsequent payments to Shri Ashutosh Chaturvedi who was the land owner of the land of the Galaxia township.

The Authority recalls the submissions made on behalf of the respondent company wherein they have

admitted that the plots were marketed by them but the sale deed was executed by the land owner.

It is submitted on behalf of the land owner that the respondent company had defaulted in making the payments to him as per the agreement and there was discrepancy in the account after which the agreement with the company has been cancelled.

Both the land owners and the respondent company have submitted that a Title Suit is pending where the agreement deed itself and its revocation is under dispute.

Perused the record. The parties have filed written submissions. The complainant has also filed affidavit stating that the installment of Rs.1,27,460/- was made by cheque issued in the name of Galaxia Township and Housing Pvt. Ltd. which was given to Shri Ashutosh Chaturvedi. He has stated that both Shri Ashutosh Chaturvedi and Jitendra Tiwary Director of the Company have taken the entire sum of installments and have not executed the Deed of Conveyance and therefore, he has sought refund of the amount paid by him.

The contention of the complainant that he has paid the consideration amount of Rs. 5,98,907/-has not been denied by any of the respondent and hence, this claim is being admitted.

It is apparent from the submission that the land owner was actively participating in the project and was getting the share of profits and therefore, in this matter the land owner is not an allottee in terms of the Act. The fact that there is dispute between the respondent company and the land owner on the Deed of Agreement which they have

signed between them does not absolve either of them from the responsibility of making the refund to the allottee. Rather both the land owner and the Director of the respondent company are promoters and therefore, the liability of making the refund of the amount taken from the complainant falls upon them.

The Authority directs the respondent company and its directors as well as the land owner Shri Ashutosh Chaturvedi to refund the principal amount of Rs. 5,98,907/- along with interest at the marginal cost of SBI MCLR as applicable for three years plus 2% within 60 days of issue of this order.

The complainant is at liberty to press his claim for compensation before the Adjudicating Officer.

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

Sd/-

Nupur Banerjee
Member

Sd/-

Naveen Verma
Chairman