

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/849/2019,

Navnit Kumar.....Complainants

Vs

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

Present: For Complainants: In Person

For Respondent : Mr Mohit Raj, Advocate

10/08/2021

O R D E R

1. Navnit Kumar, a resident of Maitri Kunj, Gali No-03, Line Ke Par, Mirzapur, Nawadah-805110 has filed a complaint petition in December 2019 under section 31 of the Real Estate (Regulation and Development) Act 2016 against the respondent company M/s Grih Vatika Homes Pvt Ltd for refund of his booking amount for a flat in the Project Pushp Vihar of the promoter along with due interest thereon and compensation.
2. He has submitted the copies of the KYC form of the respondent company, money receipts, cheques return memos of the Central Bank of India, registered agreement for sale dated 19.12.2013 between him and the promoter etc along with his complaint petition.

Case of the Petitioner

3. The Complainant, in his petition dated 26/12/2019 has stated that he had booked a flat No.101 in the project in Pushp Vatika in January 2013 being constructed by the respondent company M/s Grih Vatika Homes Pvt Ltd at the total cost of Rs 11,50,000 (Rupees eleven lakh and fifty thousand only) and paid a total sum of Rs 3.09 lakh lakh to the respondent company in January, 2013 and executed the registered agreement for sale in December 2013.
4. As per agreement, the promoter was required to complete the project by December, 2016. Since the respondent could not complete the project on time and the project was still ongoing in September 2019, he requested for refund of the principal amount along with interest and compensation for harassment and mental tension. The promoter gave him a cheque for Rs 3.00 lakh in October 2019 but the cheque was dishonored on presentation to the bank.
5. In pursuance to the receipt of complaint petition, a notice was issued by the Authority in March 2020 to the respondent company to furnish their reply. However no reply was received from the Respondent company.

Hearing:

6. The matter was heard on 09/11/2020, 17/02/2021, 18/03/2021, 24/03/2021 and 02/06/2021.

7. On 09/11/2020 the complainant reiterated his statement filed in the complaint petition and submitted that the respondent company gave a cheque of Rs 3.00 lakh in September 2019 but the cheque got bounced on presentation in the bank. Learned counsel of the respondent company committed to return atleast part of the money before the next of hearing. However, the Bench directed the respondent to pay at least 50% as first installment to the complainant and also file written statement giving the deadline within which the entire amount will be paid back.

8. The Respondent Company filed a petition on 5th April 2021 to inform that they have refunded the full amount of Rs 3.00 lakh to the petitioner. On 02/06/2021 the complainant submitted that he has received refund of the principal amount of Rs 3.00 lakh and prayed for interest to which learned counsel of the respondent prayed for cancellation of the registered agreement and that interest will be paid accordingly on the same day.

Order

9. The Bench expressed its displeasure on the unprofessional conduct of the promoters and noted that the promoter had delayed the project inordinately. Therefore the allottee was justified in cancelling his booking in the project. The Bench

holds that the allottees can not be expected to wait indefinitely for taking the possession of the flat.

- 10.** Accordingly, the Bench directed the respondent company 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 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 this order until the date of payment. The allottee is also directed to cancel the registered agreement for sale on the date of receipt of the interest from the promoter.
- 11.** In so far as the claim of compensation is concerned, the complainant, if he so desires, may approach the Adjudicating officer under section 71 of the Real Estate (Regulation and Development) Act 2016.

Sd

**R.B. Sinha
Member**