

REAL ESTATE REGULATORY AUTHORITY, BIHAR
2nd Floor, BSNL Exchange Building, Patel Nagar, Patna-800014

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

Case Nos. CC/898/2020

Prem Chand Kumar.....Complainants

Vs

M/s Ghar Lakshmi Buildcon Pvt Ltd.....Respondent

Projects: Sarita Kunj Smart City

Present: For Complainants: Mr Sharad Shekhar, Advocate
For Respondent: Mr Ishteyaque Hussain, Advocate

18/10/2021

O R D E R

1. Mr Prem Chand Kumar, a resident of Mundipur, Ranipur, Nalanda-831301 has filed a complaint petition on 07/01/2020 against M/s Ghar Lakshmi Buildcon Pvt Ltd through their director Mr Rahul Kumar under section 31 of the Real Estate (Regulation and Development) Act 2016 for refund of the deposited money with interest and compensation.

Case of the Complainant:

2. In his complaint petition, the complainant has submitted that he had booked a Flat No.104 measuring 1375 sq ft along with a car parking in E Block of the project Sarita Kunj Smart City situated at Village Pipra, Phulwari Sharif, Patna at the total consideration amount of Rs 24 lakh. He stated that the promoter had executed an agreement for sale with him on 16/08/2018 after he had deposited Rs 6.01 lakh (25 percent of the cost of the flat) by July 2018. As per the agreement for sale, the flat was to be handed over to the complainant by December 2019 with a grace period of six months. However, due to inordinate delay in the project, he requested the respondent for refund of the deposited money but they were not refunding the money.

3. The Authority issued a notice on 12/03/2020 under section 31 of the Real Estate (Regulation & Development) Act 2016 and Rule 36 of the Bihar Real Estate (Regulation & Development) 2017 to the respondent company to submit their reply/response by 27/03/2020.

Response of the Respondent Company:

4. The respondent company did not submit any reply/response within stipulated period. Therefore, the both parties were called for hearing on 08.12.2020. However, the case was adjourned and heard for the first time on 8th February 2021.

Hearings:

5. Hearings were held on 08/02/2021, 08/03/2021, 26/03/2021, 08/06/2021, 22/06/2021 and 06/08/2021.
6. In course of hearing, learned counsel of the complainant submitted that there was no progress in the project and therefore, his client requested for refund of the deposited money. The Bench noted that though the respondent company had agreed in the agreement for sale to hand over the flat by December 2019, the work in the project had not even commenced by June 2020. The Bench felt that the complainant was therefore justified in demanding refund of his deposit amount.
7. The Bench directed learned counsel of the respondent company to file reply on affidavit within one week and further summoned Mr Rahul Kumar, Director of the respondent company to depose before the Bench. On the direction of the Bench, the Respondent company agreed to refund the booking deposit of the complainant.
8. On 6th August 2021, it was confirmed by the learned counsel of the complainant that the respondent Company have refunded the entire principal amount of Rs 6.00 lakhs to the complainant in installments during March-August 2021.

Issue for Consideration:

9. There is no dispute on the facts of the case. The Respondent company has admitted the receipt of Rs 6 lakhs from the complainant. They also admitted that due to unavoidable circumstances, there was delay in the project. They also accepted that they had not refunded any money to the complainant before he came to the RERA.

10. On the directions of the Bench, the respondent company refunded the entire amount of deposit to the complainant in several installments during March-August 2021. However, the Bench noted that the respondent company has availed the economic benefits of the deposits for three years.

Order:

11. As the Promoter has availed the economic benefits of the deposits of the complainant for nearly three years, the Bench orders 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 plus two percent from the date of deposit to the date of refund within sixty days of the issue of the order, failing which the promoter will be required to pay penalty at rate of Rs 200 per day for the delay of everyday under section 63 of the Real Estate (Regulation and Development) Act 2016.

12. In so far the claim for compensation for physical and mental harassment is concerned, the Complainant if he so wishes, may approach the Adjudicating officer under the sections 31/71 of the Real Estate (Regulation and Development) Act 2016.

Sd/-

R.B. Sinha
Member