

Real Estate Regulatory Authority, Bihar, Patna

Before Mr. R B Sinha & Mr. S K Sinha, Members of the Authority

Case Nos. CC/85/92/2018

Birendra Kumar Singh and Archana Singh ... Complainants

Vs

Maurya Infratel Pvt LtdRespondent

Present: For the Complainants: In Person

Mr. Rajiv Ranjan Tiwari, Advocate

For the Respondent: Mr. Manoj Kumar, Advocate

ORDER

02.01.2021

1. The complainants – Birendra Kumar Singh and Archana Singh – in their respective complaint petitions filed between September 2018 and October 2018 against Maurya Infratel Pvt Ltd, Sanatan Colony, Bhoothnath Road, Agamkuan, Patna – 800026 sought refund of their principal amount along with interest as the promoter failed to honour the terms of the Agreement. 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 the flats, bookings for which were made and advance payments were received by the promoter. Birendra Kumar Singh made a payment of Rs 14 lakh for Maurya Infratel's Maurya City

project and Archana Singh too paid the same amount for the same project.

3. In their respective petitions the complainants claimed that the respondent company took payments but did not execute the project which never took off even though the promoter had signed agreement for sale with them. The complainants requested that their respective principal amount with interest be paid back as the promoter had failed to honour the terms of the agreement made at the time of taking advance from them.

4. After failing to get their matter resolved through mutual negotiations with the respondent company, the complainants approached the Authority with their respective petitions. While Birendra Kumar Singh filed his petition in September 2018, Archana Singh filed her complaint petition in October 2018.

Response of the Respondent

5. The Respondent company never denied that it had received payments from the complainants and accepted that it would return the money of the complainants after getting the money from farmers to whom advances had been paid for purchasing land for this project. The respondent company also mentioned that complainants had already filed a criminal case against it as the cheque through which it had returned the money to them had bounced.

Hearing

6. In the first hearing of the case in February 2019, no one from the respondent company appeared.

7. In subsequent hearings of the cases which concluded in October 2020, the respondent appeared before the bench on some of the dates and explained their stand.

8. The directors of the company, who too had been directed by the Authority to appear in person before the Authority, never appeared in the case.

9. The respondent company accepted to have taken money from the complainants and also accepted that that the project never took off. It also accepted to pay back the principal amount of advance.

10. During course of the hearing, Respondent Company's counsel Manoj Kumar accepted that the company had paid back the principal amount to Archana Singh, one of the complainants. Even Archana Singh submitted before the bench on December 23, 2019 that she had been paid back the principal amount but the respondent company had not paid the interest.

11. The respondent, however, didn't pay back the money taken from other complainant Birendra Kumar Singh even though the Bench had during hearing of the case on January 15, 2020 had issued directive in this regard.

12. During hearing of the case on February 19, 2020 the respondent company sought time for filing a detailed reply and when the next hearing of the case was held on September 17, 2020 through video conferencing once the regular hearing of cases began after a break owing to Covid-19 pandemic, the respondent company once again sought time ignoring the directive of the Bench issued earlier.

13. When the Bench put up the matter for final hearing through video conferencing on October 12, 2020, no one from the respondent company appeared.

Issues for Consideration

14. There is no doubt that the promoter Maurya Infratel Pvt Ltd failed to implement the project properly and the construction work in this project was not started even after taking advances from the complainants. The promoter summarily failed to meet the deadline as mentioned in agreement of sale made at the time of receiving advances from the complainants. The promoter has not only failed to refund the deposits along with the interest to the complainants for long, prompting them to file criminal case against the promoter, they have also taken the Authority very casually and repeatedly flouted the orders/directions of the Bench.

15. During course of hearing of the case, the Bench on January 15, 2020, had directed issuance of show cause notice to the respondent company that why shouldn't action be initiated under section 59 (2) of the Real Estate (Regulation & Development) Act, 2016 against the respondent company. A show cause notice was also issued by the Authority on January 22, 2020 vide Mamo No. RERA-CC-85/2108 & CC-92/2018/137. The section 59 (2) of the Act states: "If any promoted does not comply with the orders, decisions or directions issued under sub-section (1) or continues to violate the provisions of section 3, he shall be punishable with imprisonment for a term which may extend up to three years or with fine which may extend up to a further ten per cent of the estimated cost of the real estate project, or with both. The Authority may consider of starting proceedings against the respondent company under section 59 (2) of the Act in this case.

16. However, due to issues arising out of pandemic, the proceedings under section 59 (2) have not moved forward. There is an urgent need for proceeding ahead in the case.

Order

17. It is, therefore, ordered that the promoter Maurya Infratel 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 deposits to the date of refund to the complainants, within sixty days of receipt of this order.

18. The Bench also directs that the proceedings under the Section 59 (2) of the Real Estate (Regulation and Development) Act against the promoter of the company be expedited.

Sd/-
(R B Sinha)
Member

Sd/-
(S K Sinha)
Member