

REAL ESTATE REGULATORY AUTHORITY, BIHAR

2 nd Floor, BSNL Telephone Exchange, North Patel Nagar, Road No. 10, Patna -800023

**Hearing before the Double Bench of Hon'ble Chairman, Mr. Naveen Verma, &
Hon'ble Member, Mrs. Nupur Banerjee**

Case No.:-RERA/CC/1733/2020

Mr. Ram Bhagwan Prasad.....Complainant

Vs

M/s Amina Construction Pvt. Ltd.....Respondent

Project: Sudha Complex

13.01.2022

20.01.2022

O R D E R

This matter was last heard before Double Bench along with the batch cases on 13.01.2022.

The case of the complainant is that an agreement of sale was executed between the complainant and the respondent through its Managing Director Md. Khalid Rashid on 05.07.2018 for sale of flat no. 101, 1st floor in the project "Sudha Complex" measuring super built up area 1075 sq. ft. The complainant paid sum of Rs. 21,20,000/- in seven instalments between 10.06.2018 to 22.02.2019 out of the total consideration amount i.e. Rs. 25,80,000/-. The respondent has not given any receipts for the amount paid after several demands. The respondent was supposed to handover the flat by January 2019 but till date neither the flat has not been constructed nor the possession has been handed over. Hence the complainant has filed the case seeking relief for handing over the possession or refund of entire amount paid.

The complainant has placed on record copy of Agreement for Sale Deed vide Deed No. 5771 dated 05.07.2018, copy of pan card and adhaar card of complainant.

Perused the records, no rejoinder has been filed by the respondent.

During the course of hearing, the Bench observed that the learned counsel for the respondent kept on lingering the matter by seeking time. He has not submitted any response for the inordinate delay, and has not complied with any directions given by the Bench despite repeated directions. Consequently, an interim order was passed on 01.03.2021, directing to freeze all the bank accounts of the respondents and further directed the IG registration not to register any apartment/plots of the aforesaid project.

On the last date of hearing dated 13.01.2022, the complainant alleged that he paid more than Rs. 5,00,000/- in cash besides payments through cheque but the respondent has not handed over the possession to the complainant till date and has not issued any receipts against the payment rule. The complainant further informed the Bench that the same flat was earlier sold in the year 2013 to another buyer. In compliance with the orders passed on 13.01.2022, the complainant submitted an affidavit stating he has paid Rs. 21,20,000/- out of the total consideration amount i.e. Rs. 25,80,000/- in 7 instalments as Rs. 14,00,000/- via RTGS on 25.06.2018; Rs. 50,000/- via cheque bearing no. 650487 on 03.11.2018 and Rs. 6,70,000/- via cash (Rs. 15,000/- on 10.06.2018, Rs. 5,20,000/- on 23.06.2018, Rs. 60,000/- on 04.07.2018, Rs. 50,000/- on 25.12.2018 and Rs.

25,000/- on 22.02.2019). It is further stated that the respondent never issued any receipts regarding the payment. He further prayed for either refund of the amount or possession of the flat.

The Bench notes that the respondent has violated Section 3 of RERA Act, 2016 as the respondent was continuously advertising, marketing, booking, selling apartments/plots without registering the real estate project with RERA for which Suo Motu proceeding be initiated against the respondent company under Section 59 of the Real Estate (Regulation and Development) Act, 2016.

Having heard the submissions of both the parties, the bench hereby directs the Respondent Company and its Directors to refund the principal amount to the complainant along with interest at the rate of Marginal cost of lending rate (MCLR) as applicable for two years from the date of deposit to the date of refund within sixty days of issue of this order.

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

Sd/-

Nupur Banerjee
(Member)

Sd/-

Naveen Verma
(Chairman)