

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

Before the Double Bench of Mr Naveen Verma, Chairman &

Mrs Nupur Banerjee, Member

Case No. RERA/CC/537/2019

Gopal Kumar Sinha.....Complainant

Vs

M/s Agrani Homes Pvt Ltd.....Respondent

Projects: Suraj Suman Block A

Present: For Complainant: In person

For Respondent : Mr. Pravin Kumar, Advocate

ORDER

2-12-2021

The matter was last heard along with the batch of cases before the

6-12-2021

double bench on 24.11.2021.

The case of the complainant is that the complainant had booked a flat in the project on 31.12.2015 by making total payment of Rs 4,62,687/- vide SBI Cheque Number 301910 dated 31.12.2015 for Rs 2,50,000/-, SBI Cheque Number 301911 dated 06.01.2016 for Rs 1,12,687/- and SBI Cheque Number 301924 dated 12.01.2018 for Rs 1,00,000/-. It has been submitted that against these payments, money receipt bearing no. 1971 dated 31.12.2015 for Rs 3,62,687/- and money receipt bearing no. 5784 dated 12.01.2018 for Rs 1,00,000/-. The complainant has mentioned in the complaint that the respondent company is not completing the project and no assurance has also been given by them regarding refunding of paid amount with compensation. The complainant has therefore prayed for refund of the paid amount with interest @18% and also compensation for the loss incurred due to loss of time and non completion of the Project.

The complainant has placed on record aadhar card of the complainant and money receipts bearing nos. 1971 and 5784, KYC and letter dated 11.10.2019 issued by the respondent company regarding refund.

Perused the records of the case. No reply has been filed by the respondent company. The Bench notes that Mr. Alok Kumar, MD of the respondent company has attended all the previous hearings virtually except the hearing conducted on 24-11-2021 and orally authorized Mr. Pravin Kumar to represent the respondent company. A penalty of Rs. 10,000/- was imposed upon the respondent company for his non-appearance which has not been deposited by the respondent company.

In previous hearings, the MD of the respondent company submitted that a number of FIRs have been lodged against him by the landowner Manish Kumar with whom Mr. Alok Kumar later has entered into a compromise wherein the landowner is ready to return the amount of around Rs. 1 Crore to the company.

The Bench was also informed that the respondent company was unaware of the development agreement executed between landowner and M/s Hira Panna Infra Projects Pvt. Ltd and upon learning the same, the respondent company cancelled 2 agreements out of 4 agreements with the landowner.

The Bench has taken note of the submissions of the parties. A penalty of Rs. 20,000/- was imposed upon the respondent company vide interim order passed on 07.10.2021 for not furnishing copies of FIRs filed against the respondent company along with the compromise agreement with the landowner, which has also not been deposited till date.

The Bench observed that the liability to refund the amount to the allottees is upon the respondent company and it is for them to arrange the money from whatever sources they desire.

The Bench notes that money has been received by the respondent company after 2017 i.e., after commencement of the Real Estate (Regulation & Development) Act, 2016 therefore suo moto proceedings u/s 3 may be initiated.

After perusing the records and hearing the submissions of both the parties, the Bench hereby directs the respondent to refund the full amount paid by the complainant i.e. Rs. 4,62,687/- with interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years from the date of taking the booking till date of payment within sixty days of issue of this order.

As far as the penalty of Rs. 30,000 (10,000 + 20,000) imposed upon the respondent company is concerned, the Bench notes that if the said amount is not paid within the period of 60 days as stated above, the same shall be recovered as arrears of land revenue as enumerated u/s 40(1) of the Act.

The complainant is at liberty to press his claim for compensation before the Adjudicating Officer as the same is beyond the jurisdiction of the Authority.

With these directions, the matter is disposed of.

Sd/-
Nupur Banerjee
Member

Sd/-
Naveen Verma
Chairman