

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

Bench of R B Sinha and Dr S K Sinha, Members of RERA, Bihar

RERA Case No. CC/126/2018

Mrs Nilu Kumari.....Complainant

Vs

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

Present: For the Complainant: Mr Sharad Shekhar, Advocate
For the Respondent:- Mrs Manisha Singh, Advocate

09/04/2019

O R D E R

1. Mrs Nilu Kumari, D/o Dr Girish Prasad, Chaudhary Colony, Nai Sarai, Bihar Sharif, Nalanda has filed a complaint petition on 20th November 2018 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 in the Authority against M/s Agrani Homes Pvt Ltd for refund of the principal amount of Rs 8,06,000/- deposited by her in May 2013 for the booking of a 1254 square feet super built up area apartment on the 2nd floor in their project Agrani Milky-D. She has enclosed a Memorandum of Understanding (MoU) signed by the developer with her in 2013 along with the receipts of payments issued by the respondent company.
2. As per the MoU, the promoter was required to complete the project and hand over the apartment on the 2nd floor of the project Agrani Milky-D at a total cost of Rs 26,49,723/- (Rupees twenty six lakh, forty nine thousand, seven hundred and twenty three only) within an estimated period of 36 months with a grace period of six months.
3. In pursuance to the filing of the complaint, a notice was issued to M/s Agrani Homes Private Limited through their MD Mr Alok Kumar on 19th December 2018 seeking response within two weeks.

Response of the Respondent Company:

4. Ms Manisha Singh, learned counsel for the respondent company in her response dated 7th January 2019 stated that the project was conceived by the Respondent Company in Pre-RERA period. Therefore the amount so deposited could be dealt only under the general law of the land. However, keeping the objectives of the company to provide homes at cheaper rate, in mind, the company submits to the jurisdiction of the Authority. She stated that as the complainant has filed a complaint petition for refund with the Authority in November 2018, the company would try to pay her the entire booking amount by the end of February, 2019. Learned counsel however did not say a word as to why the project has not taken off and did not give any reason as to why they did not refund the amount of deposit to the complainant on their own if the project was abandoned earlier.

Hearing:

5. On the date of hearing on 11/02/2019, no one turned up on behalf of the respondent company whereas the complainant through her learned counsel Mr Sharad Shekhar was present. On the next date of hearing on 13/03/2019 the respondent company committed in course of hearing that they would submit the post dated cheques to the complainant for the principal amount of Rs 8,06,000/- next day. The company however, did not contest the complainant's allegation that the project had not even started in the last five years and no work has been done. On 14th March 2019, the respondent Company handed over four post dates cheques amounting to Rs 8,06,000 (Rupees eight lakh and six thousand only) to the complainant.

Order:

6. In view of the fact that the respondent company had not even commenced the project in the last five years and have not refunded the principal amount along with due interest to the complainant on their own initiative, it

is ordered that the respondent company should pay the interest @ MCLR of State bank of India applicable for three years plus 2 percent from the date of deposit to the date of refund to the complainant. The post dated cheques have already been handed over to the complainant on 14/03/2019 in the office of the Authority. The Respondent Company is ordered to pay the amount of interest within sixty days of issue of this order.

Sd
(R. B. Sinha)
Member

Sd
(Dr S. K. Sinha)
Member