

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

**Before the Double Bench of Mr Naveen Verma, Chairman
and Mrs Nupur Banerjee, Member**

Case No. RERA/CC/1595/2020

Sonam Bharti.....Complainant

Vs

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

Projects: Suraj Suman

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
6/12/2021 before the double bench on 24/11/2021.

The case of the complainant is that the complainant booked a Flat. The total consideration of the flat was Rs. 35,66,062 as per M.O.U. The complainant paid Rs. 1,00,000/- against which money receipt dated 15/02/2017, Rs. 3,13,212/- against which money receipt dated 21/02/2017, Rs. 2,00,000/- against which money receipt dated 28/02/2017 and Rs. 1,00,000 against which money receipt dated 17/06/2017. The complainant has filed the case seeking a refund of the amount paid with 18% interest and compensation.

The complainant has placed on record M.O.U. dated 25/06/2017, refund application dated 12/11/2019 and money receipts dated 15/02/2017, 21/02/2017, 28/02/2017 and 17/06/2017

Perused the records of the case. The respondent company has filed no reply. 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 canceled two 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.

After perusing the records and hearing the submissions of both the parties, the Bench hereby directs the respondent to refund the amount paid by the complainant, i.e., Rs. 7,13,212/- 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 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 approach the Adjudicating officer under relevant sections of the Act for their other claims, which are in the nature of compensation from the respondent company.

With these directions, the matter is disposed of.

Sd/-
Nupur Banerjee
(Member)

Sd/-
Naveen Verma
(Chairman)