

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

Before the Bench of Mr R.B.Sinha, Member of the Authority

Complaint Case No. RERA/433/2019

Smt. Pramila DeviComplainant

Vs

M/s Rukmini Infratech India Pvt Ltd.....Respondent

Present: For the Complainant :-Mr Balram Kumar, Son

For the Respondent :-Mr Ranjeeta Singh, Advocate

22/01/2021

ORDER

1. Smt. Pramila Devi, a resident of Bihari Road, Mahadeo Sthan, Hilsa, Nalanda has filed a complaint petition on 2 July 2019 against M/s Rukmini Infratech India Private Limited under section 31 of the Real Estate (Regulation and Development) Act 2016 for refund of booking amount of Rs 5.00 lakh paid to the respondent company for the Flat No B-402 in the Project Rukmini City, Patna. In her application, she has claimed that she had paid a sum of Rs.5 lakhs to the respondent company for booking a 4 BHK flat at the rate of Rs 2500 per square feet on 21 February 2016. She has submitted her application along with a copy of the cheque drawn by her/money receipt issued by the respondent company for Rs 3.00 lakh,
2. In her complaint petition, the Complainant has claimed that she had made payment through a cheque dated 21st February 2016 drawn on

Punjab National Bank, Hilsa branch for Rs.3 lakhs to the Respondent company and for which a money receipt was issued by the Promoter company. She claimed that and she had also paid Rs.2,00,000 in cash to the respondent company. However, she claimed that when she demanded a money receipt for the cash payment, she was told that she would be getting an agreement for sale, after she had paid 10% of the entire cost/consideration amount of the flat and entire payment made by her would be mentioned in the agreement. However after sometime, the respondent company have backed out from the transaction and have said that they have received only Rs.3 lakhs only from the Petitioner.

3. The complainant claimed in spite of repeated request made by her, the respondent company has refused to refund the amount along with interest till date.
4. pursuance to the receipt of the complaint petition, the Authority issued a Notice to the Respondent Company in July 2019 for furnishing their response on the issues raised in the petition, within three weeks of the receipt of the notice. The Respondent Company however did not furnish any reply to the Authority. The Bench therefore called both parties for hearing in January 2020.

Hearing

5. Hearings were held on 31 January 2020, 20 February 2020, 5 March 2020, 29 September 2020 and 20 October 2020. In course of hearing, the complainant defended herself through her son Mr Balram Kumar and while the respondent company was represented by Mrs Ranjeeta Singh advocate. On the first date of hearing, Learned counsel of the respondent company assured the Bench that they

would refund the deposited amount within three weeks to the complainant. Accordingly the respondent company refunded Rs.3 lakhs to the complainant on 19 February 2020 through RTGS. The respondent company also furnished a bank statement of Canara bank account (Kankar Bagh, Patna Branch) no 2520214000013 of the company to support their claim that they have refunded Rs 3.00 lakhs to the complainant. The complainant however repeatedly claimed that she had paid Rs.2,00,000 (Rupees two lakhs only) in cash to the respondent company. She however could not produce any money receipt in support of cash payment made by her. She reiterated her written statement that she was not given the money receipt for the cash payment on the plea that she would be getting a receipt in form of a statement in the agreement for sale for the total amount received by the respondent company. The transaction however did not move forward. The agreement for sale was never prepared. The Respondent Company flatly denied the cash receipt from the complainant.

Issues for consideration

6. There is no doubt that there is a dispute over the amount of deposit the complainant has made with the respondent company. The complainant submitted an audio recording of the conversation her son had with an official of the respondent company regarding cash payment of Rupees two lakhs. However, the Bench felt that the audio was inaudible and at the least, not good enough to clearly establish the claim the complainant was making regarding cash payment. He didn't produce any other witness/evidence to support his claim, inspite of repeated directions. It was therefore not proved beyond

doubt that the complainant had made cash payment of rupees two lakhs to the respondent company.

7. Thus, the only issue left before the Bench is to determine the rate of interest which should be paid by the respondent company on the amount of deposit from the date of payment to the date of refund.

Order

8. As the respondent company has availed the economic benefits of the deposits of the complainant for about four years, the Bench orders the Respondent company to pay an interest on the amount of deposit (Rs 3.00 lakhs) at the marginal cost of lending rate (MCLR) of State Bank of India plus two percent from the date of deposit (21st February 2016) to the date of refund of the principal amount (19th February 2020) within sixty days of issue of this order, failing which the respondent company will pay interest at the rate of 9.5 percent on the payable amount from 20th February 2020 till the date of actual payment also.

Sd
R B Sinha
Member