

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

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

Complaint Case No. RERA/123/2018

Ms Shweta SinghComplainant

Vs

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

Present: For the Complainants:- In person
For the Respondent :- Ms Manisha Singh, Advocate
Mr Alok Kumar, MD

11/02/2019

O R D E R

1. Ms Shweta Singh, a resident of Flat No-503, Surendra Enclave, Ghordaur Road, Patna has filed a complaint under Section 31 of the Real Estate (Regulation & Development) Act, 2016 on 15/11/2018 against M/s Agrani Homes Pvt Ltd through their MD Mr Alok Kumar for refund of the payment made against booking of the Apartment in the project Agrani Sapphire, Anisabad, Patna along with due interest. In pursuance to the complaints received, a notice was issued on 19/12 2018 to the respondent company to submit their response to the complaint by 04/01/2019. The Respondent Company through their learned counsel Ms Manisha Singh, submitted the response to the Authority on 7th January 2019. Thereafter, hearing was held on 08/02/2019.

Complaint of the Petitioner

2. In her petition, the Petitioner has stated that she had booked a 1525 sqft flat on 2nd floor in Block A of the Project “Agrani Sapphire” at Anisabad, Patna on 18th March, 2016 after making payment of Rs 2,11,000 (Rupees two lakhs eleven thousand only).

3. She has stated that she had been approaching the Respondent company to know the status of the project and hand over date but had not got any concrete response. They had been giving conflicting response every time. Looking to the current situation on site, she stated that she apprehended inordinate delay in the project as the project was far behind its schedule. She claimed that the work has not yet started. She said that as a customer, she felt cheated by the Respondent Company. She stated that she tried to contact the officials of the Developer several times but failed to get any cogent response. She has therefore requested for refund of her booking amount with interest.

The Petitioner has also submitted the copies of the cheques issued by him and receipts given by the respondent company.

Response of the Respondent Company:

4. In response to the notice, learned counsel of the Respondent Company Ms Manisha Singh stated that the booking amount (Rs 2,11,000) charged from the customer included applicable taxes also. She committed that the Respondent Company shall return the entire amount to the complainant by 31st January 2019.

Hearing

5. In course of hearing on 08/02/2019, the complainant defended herself while the Respondent Company was represented by the learned counsel Ms Manisha Singh and Mr Alok Kumar, MD. The Complainant stated that she had not been given the booking amount by 31st January 2019 as agreed by the Respondent Company in their response. After detailed arguments, the Respondent Company agreed to refund the amount of deposit along with interest at the rate of MCLR of the state Bank of India applicable for two years and more in form of post dated cheques to the complainant immediately to which complainant agreed.

Issues for consideration

6. There is no dispute on facts. Both Complainant and the Respondent Company have admitted that the complainant had done the booking in the project Agrani Sapphire after paying Rs 211,000/- in March 2016. As the construction work has not yet started, the complainant apprehended inordinate delay in completion of the Project.

7. It is a matter of fact that the Developer made the booking for apartments in the Project in March 2016 without taking approval of the competent authority for the project like –fire clearance, Building Plan/Map approval etc. The Petitioner was not required to wait indefinitely for completion of the project. Further, the Respondent Company has not given any cogent and justifiable reasons for inordinate delay in the project. Moreover, whenever complainants approached the developer, they were not given any correct information. Therefore, the Respondent company is required to be given deterrent punishment to

prevent them from behaving in such irresponsible manner and exploiting the consumers.

Order

8. We have therefore ordered the Respondent Company to refund the booking amount deposited by the Complainant in March 2016 along with interest at the MCLR of State Bank of India plus two percent from the date of deposit to the date of refund and the Respondent Company has refunded the principal amount along with interest in form of two post-dated cheques of Indian Overseas Bank for Rs 211,000 and Rs 62,371 to the complainant in the office of the Authority on 8th February 2019 itself and Complainant has accepted them. The Respondent company is also directed to ensure that the post-dated cheques issued by them are honoured on the dates of presentation.

Sd
(R. B. Sinha)
Member
Patna,

Sd
(Dr S. K. Sinha)
Member

Dated the 11thFebruary, 2019