

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

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

RERA Case No. CC/137/2018

Mrs Chhaya Rani.....Complainant

Vs

M/s Agrani Homes Real Constructions Pvt LtdRespondent

**Present: For the Complainant: Mr Anuj Kumar (Husband)
For the Respondent:- Mrs Manisha Singh, Advocate**

09/04/2019

O R D E R

1. Mrs Chhaya Rani c/o Mr Rakesh Ranjan, Punha Sadan, Professors' Colony, Dhaneshwar Ghat, Bihar Sharif, Nalanda-803101 has filed a complaint petition on 30th November 2018 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 against M/s Agrani Homes Real Constructions Private Limited for refund of the principal amount of Rs 9,00,000/- paid by her during October 2015 to May 2016 for the booking made in the Block no A of their project Agrani Emerald against the total consideration of Rs 16,00,000 (Rupees sixteen lakh only). She has enclosed the receipts of payments issued by the respondent company.
2. As per the Know Your Customer booking details dated 5th October, 2015 submitted by the Complainant along with the Complaint Petition, the Respondent Company had booked a 990 square feet Apartment No-209 in Block A of the Project Agrani Emerald against the total consideration of Rs 16 lakh only. The complainant was also required to pay Rs 3 lakh as amenities charge and Rs 66500 as Service Tax up to the date of possession.

3. In pursuance to the filing of the complaint, a notice was issued to M/s Agrani Homes Real Constructions Private Limited through their MD Mr Alok Kumar on 18th 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 further stated that as the complainant has filed a complaint petition for refund with the Authority and the company came to know about the demand for refund through the notice dated 18.12.2018, the company would treat 18.12.2018 as the date of cancellation and try to pay her the entire booking amount by the end of March, 2019.
5. She further stated that since it was a pre-RERA Project, a booking amount was charged from the complainant to the tune of Rs 9 lakh including applicable taxes. She submitted that the company shall return the amount to the complainant by March 2019.

Hearing:

6. On the date of hearing on 14/02/2019 no one turned up on behalf of the respondent company whereas the complainant through her husband Mr Anuj Kumar was present. On the next date of hearing on 20/02/2019 Ms Manisha Singh, learned counsel for the respondent company committed in course of hearing that they would submit the post dated cheque to the complainant for the principal amount of Rs 9,00,000/-. On the next date of hearing on 01/03/2019 the respondent company handed over four cheques

amounting to Rs 9,00,000/- to Mr Anuj Kumar, husband of the complainant Mr Chhaya Rani. The company however, did not contest the complainant's allegation that the project has not even started in the last three years and no work has been done.

Order:

7. In view of the fact that the respondent company has not even commenced the project in the last three 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 the State Bank of India, applicable for more than two years plus two 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 01/03/2019 in the office of the Authority.

Sd
(R. B. Sinha)
Member

Sd
(Dr S. K. Sinha)
Member