

# **REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**

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

**Case NoCC/43/2018**

**Mrs Zeenat Ara .....Complainant**

**Vs**

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

**Present: For the Complainant:- In person**

**For the Respondent:- Ms Manisha Singh, Advocate**

**11/02/2019**

## **O R D E R**

1. Mrs Zeenat Ara W/o Mr M.Z.A Siddiqui, a resident of Bindeshwari Compound, Pakki Sarai Chowk, Muzaffarpur-842001 has filed a complaint petition under Section-31 of the Real Estate (Regulation & Development) Act, 2016 against M/s Agrani Homes Pvt Ltd through its Managing Director Mr Alok Kumar for either possession of the apartment or refund of the deposit made by her with due interest and penalty.
2. In pursuance to the receipt of the complaint petition on 20/07/18, the Authority issued a notice to the respondent company on 10/08/18 for giving its reply within thirty days of receipt of the notice. Thereafter, hearing was held on 05/02/2019.

### **Complaint of the Complainant**

3. In her complaint, the Petitioner has stated that she had booked an apartment of 923 sq ft on 4<sup>th</sup> Floor in Block-A of the project “Shri Krishna Kunj” of the Developer M/s Agrani Homes Pvt Ltd at Muzaffarpur. She has further stated that she had paid a total sum of Rs 5,99,828/- in installments during the period July, 2013 to May, 2016 against the total consideration of Rs 23.26 lakh. She has also submitted receipts of the six payments made by her. She has further

stated in her complaint that the respondent company had promised to give possession of the apartment in 2016 but they have not yet started the construction work of the project. Their repeated requests to contact the officials of the respondent company have not yielded any result. She claimed that she was in financial constraints as she has to pay monthly rental of Rs 12000/ per month.

### **Response of the Respondent Company**

4. In her response Ms Manisha Singh, learned counsel of the respondent company has stated that two development agreements were signed for the project “Agrani Shri Krishna Kunj” at Muzaffarpur on 01/08/2012 and the third agreement was signed on 28/01/2014. All land-owners were from the same family but unfortunately a dispute arose between the land owners and the promoter. The promoter has since filed a Title Suit No.35/2017 before the learned Subordinate Judge, Muzaffarpur which is still pending for disposal.
5. She has further claimed that the map of the project was approved by the competent authority and even construction of the project had been initiated. She claimed that approximately construction has been done to the extent of Rs 3-4 crores. She further informed that all the consumers were taken into confidence during this period and they have offered to pay them back if anybody wishes to withdraw from the project. Many consumers have shown their willingness to continue with the project while some of them have taken back their money.

### **Hearing**

6. On the date of hearing while the complainant was present in person, the respondent company was represented by their Managing Director Mr Alok Kumar. In course of hearing, the MD of the company agreed to refund the principal amount of the deposit made by the complainant immediately and accordingly two post dated cheques of

Rs 2 lakh each and one cheque for Rs 1,99,828/- were given to the complainant in the office of the Authority.

**Order**

7. As the respondent company has availed the benefits of the deposit for the period ranging from 2½ to 5½ years, we order the Respondent Company to pay the interest at the rate of MCLR of State Bank of India applicable for three years or more, plus two percent from the date of deposit to the date of refund. The payment is required to be made within sixty days of issue of the order.

**Sd**

**(R.B. Sinha)**  
**(R.B. Sinha)**  
**Member**

**Sd**

**(Dr S.K.Sinha)**  
**Member**