

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member

Case No: RERA/CC/137/2023

Kamal Kumari Mishra

...Complainant

Vs.

M/s Vibhas Buildtech India Pvt. Ltd.

...Respondent

Project: Ram Brahma Enclave

29/07/2024

ORDER

The matter was last heard on 01.07.2024, when Mr. Radhesh Kumar Sharma learned counsel for the complainant was present. Mr. Prince Kumar Singh, the Finance Manager of the respondent company was also present.

In short, the case of the complainant is that the complainant on 09.03.2021 booked a flat bearing Flat No.402D having an area of 874.38 sq.ft. for a consideration of Rs.23,56,454/- in the said project, out of which she has paid Rs.1.51 lakh to the respondent through cheques. It is stated that the respondent demanded Rs.10-11 lakh through his mobile from the husband of the complainant. Thereafter he visited the office of the respondent several times and the respondent stated that the registered sale agreement between the parties will be made of sum of Rs.12.92 lakh, not actual value of the flat Rs.23,56,474/- and the area will be 646 sq.ft. in place of actual area 874 sq.ft. as mentioned in the booking receipt issued by the respondent. It is stated that the respondent has threatened the husband of the complainant that in the vent of not paying Rs.11.00 lakh in cash, no registered sale agreement will be executed and the allotment of the said flat will be cancelled. Thereafter, when he refused to pay the said amount, the respondent misbehaved with him and threatened him to cancel the flat. The respondent after refusal by the husband of the complainant on 08.02.2023 has cancelled the booking of the said flat of the complainant. Therefore, she has prayed to direct the respondent to accept balance consideration amount of Rs.22,05,474/- through cheque and execute registered sale deed with the complainant of Flat No.402D.

The complainant has placed on record the copy of the KYC.

Perused the record. No reply has been filed on behalf of the respondent.

On the last date of hearing i.e. on 01.07.2024 learned counsel for the complainant submitted that the complainant booked one flat and paid Rs.1.51 lakh and later paid Rs.40,000/- in cash but she did not get the flat. So, she prayed for refund of money and for that, the respondent promoter has refunded her Rs.1.90 lakh. Therefore, she has prayed for interest on the principal amount and compensation.

The Finance Manager of the respondent company stated that as because the booking of the flat has been cancelled by the complainant, so they are not willing to give interest but the complainant's Advocate stated that the complainant has given several reminders to the promoter of making the agreement for sale but as because the agreement was not being done, so she claimed for interest. .

In the light of the documents placed on record and submission made and considering that the respondent has taken the economic benefit of the amount paid by the complainant in lieu of booking of the alleged flat, the Bench hereby directs the respondent company and its Directors to pay interest on the principal amount at the rate of marginal cost of fund-based lending rate (MCLR) of State Bank of India as applicable for three years plus 2% interest from the date of booking till the date of refund within sixty days of issue of this order.

As regards claim for compensation is concerned, the complainant is at liberty to press the same before the A.O. as per the provisions of the Act.

With these directions and observations, the matter is disposed of.

Sd/-
Nupur Banerjee
Member