

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/414/2024

Md. Parvez Complainant

Vs.

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

PROJECT: PRAKRITI VIHAR

For the Complainant: Mr. Maharana Pratap, Advocate

For the Respondent: In person

26.06.2025

ORDER

Learned counsel Mr. Maharana Pratap on behalf of the complainant is present but Sri Alok Kumar, Director of the respondent – company, is produced through video conferencing by the Phulwari Sharif Jail Authority.

2. Learned Counsel for the complainant submits that on 22.09.2016 a Memorandum Of Understanding (MOU) was executed between the complainant and the respondent to purchase a residential plot no.843 having an area of 1500 sq. ft. in the project “ Prakriti Vihar” located at Mouza – Parmanandpur, P.S. Sonepur, Distract – Saran, on consideration amount of Rs.6,00,000/- + applicable Service Tax, out of which Rs.3,50,000/- (Rs.3,38,431/- + RS.11569/- as Service Tax) was paid by the complainant on 10.04.2015, 12.10.2015, 18.08.2015 which finds mention in the MOU and thereafter on 25.11.2016 he paid Rs.1,00,000/- to the respondent. The respondent against these payments issued payment receipts which are kept on record. He further submits that at the time of execution of MOU the respondent had assured to complete the project within three years with relaxation period of six months but till date neither the project has been completed nor possession of plot has been delivered to the complainant and there is no hope in near future that the project would be completed.

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Hence, the present complaint for a direction to the respondent to refund the principal amount of the complainant along with interest.

3. Director of the respondent – company Mr. Alok Kumar appears through video conferencing from the Phulwari Sharif Jail. He does not dispute the payment of Rs. 4,50,000/- made by the complainant against booking of plot no.843 as well as payment receipts showing payment of Rs.4,50,000/- by the complainant to the respondent and MOU dated 22.09.2016 executed between the respondent and the complainant. On query made by the Bench regarding refund of money, he expresses inability.

4. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project and handing over possession of plot within the specified time nor has refunded the principal amount of the complainant. However, Director of the respondent – company Mr. Alok Kumar during course of submissions through video conferencing from the Phulwari Sharif Jail admits about payment made by the complainant of Rs.4,50,000/- against booking of plot no.843 in the project “Prakriti Vihar” but he expresses inability to refund the aforesaid amount on account of financial crunch being faced by him.

5. Taking into consideration the aforesaid submission of learned counsel for the complainant as well as Director of Respondent - company and on going through the material available on record, the Bench directs the respondent - company and its Director Mr. Alok Kumar to refund the principal amount of Rs.4,50,000/- to the complainant along with interest at 2% above marginal cost of lending rate of the State Bank of India since the date of payment of the principal amount till the date of refund within sixty days of issuance of the order.

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6. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

With the aforesaid observations and directions, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.