

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/336/2023

Suresh Chandra Shukla Complainant

Vs.

M/s Palvi Raj Construction Pvt. Ltd.Respondent

PROJECT: MUMBAI RESIDENCY

For the Complainant: Mrs. Sobha Devi w/o complainant

For the Respondent: Ms. Prerna Pandey, Advocate

28.05.2025

ORDER

Mrs. Sobha Devi, wife of the complainant, appears for the complainant by filing authorization letter, which is kept on the record. Learned counsel Ms. Prerna Pandey on behalf of the respondent is also present.

2. Wife of the complainant submits that the complainant had entered into a Memorandum Of Understanding with the respondent – promoter on 29.01.2019 to purchase Flat no.301 in Tower -11 (J) on 3rd floor of the project having area of 1415 sq. ft. along with car parking on consideration amount of Rs.19,97,000/-, out of which he paid 2,06,000/- through cheques and cash, of which money receipts as well as photo copy of cheques are kept on record. She further submits that the respondent – promoter had assured to deliver possession of the flat by March 2022 but till date he has not even started the construction work. When the complainant requested to refund his money the respondent – promoter asked him to cancel the Agreement, upon which the complainant cancelled the Agreement but even after cancellation of Agreement and request for refund of money, the respondent –

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promoter has not refunded his money. Hence, the complainant has filed this complaint for refund of money along with interest.

3. Learned counsel for the respondent submits that the respondent – promoter had handed over a cheque of Rs.50,000/- to Sobha Devi to handover to the complainant and a copy of which is placed on record, which is not disputed by the complainant. He also submits that the respondent would pay the remaining amount at the earliest.

4. Having heard wife of the complainant and learned counsel for the respondent as well as going through the record, the Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project within the specified period of time nor refunded his entire amount on cancellation of Agreement and request for refund of his money. However, the respondent's counsel submits that the respondent is ready to refund remaining amount of the complainant at the earliest.

5. In the backdrop of the submissions made by the parties and on going through the material available on record, the Bench directs the respondent - company and its Managing Director Mr. Sanjeev Kumar Shrivastava to refund the remaining amount of Rs.1,56,000/- to the complainant along with interest at 2% above marginal cost of lending rate (MCLR) of the State Bank of India on total principal amount which becomes due till the date of payment within sixty days of issuance of order.

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 direction, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.