

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

Case No: RERA/CC/414/2023

Sumit Kumar Suman

...Complainant

Vs.

M/s Agrani Homes Real Marketing Pvt. Ltd.

...Respondent

Project: Agrani P.K.Villa

11/06/2024

ORDER

The matter was last heard on 19.04.2024, when Ms. Mayuri, learned counsel for the complainant was present and the respondent was absent.

In short, the case of the complainant is that the complainant had applied for a shop in the said project on 28.01.2018 and was allotted the same on ground floor bearing Shop No.G-4 having a carpet area of 300 sq.ft. Thereafter the complainant and the respondent entered into an agreement for sale of the said shop on 10.03.2018. He has paid Rs.18.00 lakh to the respondent as the full consideration for getting possession of the shop. It is stated that the respondent assured that the possession of the shop would be handed over to him by 29.11.2020 with a relaxation period of six months. More than two years have lapsed but the complainant has still not been handed over the shop. Even the construction work has not been started till date. It is further stated that the complainant visited the office of the respondent on several occasions but neither they provided any information regarding the construction nor refunded the amount paid by him. Therefore, the complainant has prayed to direct the respondent to refund the principal amount of Rs.18.00 lakh with interest.

The complainant has placed on record the copy of the Agreement for Sale dated 10.03.2018 in which at page-4 of the agreement it is stated that the vendee has already paid the total consideration of Rs.18.00 lakh with taxes to the developer.

Perused the record. No reply has been filed by the respondent.

On the last date of hearing the complainant reiterated his submissions as made in the complaint petition and has prayed for refund of the amount with interest. In this connection the cancellation letter is still not received.

The Authority ought to have approached only after the promoter fails to respond to any communication regarding refund after cancellation. However, since the matter has already been heard and despite several opportunities the respondent failed to appear before the Bench so, in the interest of justice, order is being passed on the basis of documents available on record.

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 shop, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs.18.00 lakh to the complainant along with interest 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.

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

Sd/-

Nupur Banerjee
Member