

REAL ESTATE REGULATORY AUTHORITY, BIHAR**Before the Single Bench of Mrs. Nupur Banerjee, Member****Case No. RERA /CC/479/2022****Ashwini Anand****.....Complainant****Vs****M/s Shri Lok Nath Baba Homes Pvt. Ltd.****.....Respondent****Project: Sarvyoni City****30/05/2024****ORDER**

The matter was last heard on 22.02.2024 when the husband of the complainant and the respondent's advocate were present. The matter was fixed for order, however, due to preoccupation of the Bench in other matters, order could not be pronounced on the date fixed.

2. On the hearing dated 22.02.2024, the husband of the complainant Mrs. Aswini Anand stated that for booking of the flat, initially he paid Rs. 12.50 lakh to the respondent Shri Rohit Kumar, Director of Shri Lok Nath Baba Pvt. Ltd., Patna, for purchase of Flat no. D-309 in the project, Sarvyoni City, Danapur. In the light of payment above the said money, a memorandum of understanding (M.O.U.) was signed on 14.07.2017 between the complainant and the respondent company, that the flat will be constructed within four years but after five years six months flat was not constructed, the respondent did not complete the project as yet and the flat was not given to him. The total consideration amount is Rs. 14.00 lakh and applicable service tax extra, out of which Rs. 12.00 lakh and service tax of Rs. 54,000/- has been paid by the buyer/vendee through SBI Bank cheque No. 812602 dated 10.04.2017, Cheque no. 812603 dated 19.04.2017, Cheque no. 812604 dated 27.06.2017, cheque no. 812605 dated 01.07.2017 and Union Bank Cheque no. 003571 dated 16.03.2017 and cheque no. 003574 dated 01.07.17 before this M.O.U.

Thereafter, again and again on asked by the complainant to Mr. Rohit Kumar, he said that the project has been cancelled. So, her deposited money will be returned with interest within three months in his office. Hence on demand of refund, the respondent has refunded only Rs. 2 lakhs in her account in March 2022, and he is still not ready to make refund of remaining amount. Thereafter, the complainant has visited his office again and again, 7 times but he has not returned rest amount with interest and ignored her request. She was puzzled physically, mentally and economically due to non-payment of her amount. Hence, her prayer is to direct Mr. Rohit Kumar, Director for payment of her rest of money with interest which was deposited by her. Learned counsel for the respondent submits that Rs. 2 lakhs have been refunded to the complainant and the remaining Rs. 10.54 lakh will also be refunded.

3. On hearing dated 12.12.2023, the husband of the complainant submitted that on demand, the respondent has refunded Rs. 7.50 lakh in total. He wants refund of rest of the amount.

4. Learned counsel for the respondent submits that the respondent is ready to refund the remaining amount of Rs. 5 lakhs within one month. After that the respondent promoter has refunded about Rs. One lakh more also. Now, Rs. 4 lakh is remaining to be refunded by the promoter.

5. The Bench takes note of submissions of both the parties and peruses the record.

The Authority observes that the complainant Mrs. Aswini Anand, booked the flat, Flat no. D-309 in the project, Sarvayoni City, Danapur. The total consideration amount is Rs. 14.00 lakh and applicable service tax extra, out of which Rs. 12.00 lakh and service tax of Rs. 54,000/- has been initially paid by the buyer/vendee to the respondent Shri Rohit Kumar, Director of Shri Lok Nath Baba Pvt. Ltd., Patna. In the light of payment above the said money, a memorandum of understanding (M.O.U.) was signed on 14.07.2017 between the complainant and the respondent company, that the flat will be constructed within four years but after five years six months flat was not constructed, the respondent did not complete the project as yet and the flat was not given to her. Thereafter, again and again on asked by the complainant to Mr. Rohit Kumar he said that the project has been cancelled. Hence on demand of refund, the respondent has refunded only Rs. 2 lakhs in her account in March 2022. Later, the respondent has refunded Rs. 7.50 lakh in total. After that the respondent promoter has refunded about Rs. One lakh more also. Now, Rs. 4 lakh is remaining to be refunded by the promoter.

6. In the light of the above observation and also taking into consideration, the submission made on behalf of the parties and on, going through the materials available on records as well as discussion made above, the Bench hereby directs the respondent company Shri Lok Nath Baba Pvt. Ltd. and its Director Shri Rohit Kumar, to refund the principal amount of Rs. 4 lakhs to the complainant, along with interest within sixty days of issue of this Order. The rate of interest payable by the promoter shall be applicable for three years plus 2% interest from the date of booking till the date of refund.

7. The complainant is at liberty to press other claims which are in the nature of compensation before the Adjudicating Officer as per the provisions of RERA Act, 2016.

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

Sd/-
(Nupur Banerjee)
Member