

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Mrs Nupur Banerjee, Member

Case No.CC/164/2022

Abha KumariComplainant

Vs

M/s Agrani Homes Pvt. Ltd.Respondent

Project: Powergrid Nagar

Present: For Complainant: Mr. B.J.Jha , Advocate

For Respondent: None

11/04/2023

ORDER

In this matter, the complainant has booked a 3-BHK flat having an area of 1626 sq.ft. in the year 2017 and for that MOU was signed with the respondent. Out of total consideration of Rs.21.00 lakh the complainant has paid Rs.19.00 lakh through different cheques and the remaining amount of Rs.4,03,570/- was to be paid at the time of handing over of the flat. Even after booking of the flat in the year 2017 up-till-now there is no progress in construction work. Therefore, she has prayed to direct the respondent to refund principal amount of Rs.19.00 lakh with interest.

The complainant has placed on record the copy of the MOU and the money receipts.

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

Today also the complainant reiterated her prayer for refund with interest.

The Bench notes that 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 consideration amount paid by the complainant in lieu of booking of the alleged flat, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs.19.00 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 taking 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**

