

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

2 nd Floor, BSNL Telephone Exchange, North Patel Nagar, Road No. 10, Patna -800023

**Hearing before the Double Bench of Hon'ble Chairman, Mr. Naveen Verma, &  
Hon'ble Member, Mrs. Nupur Banerjee**

**Case No.:-RERA/CC/734/2019**

**Mrs. Sharmila Devi.....Complainant**

**Vs**

**M/s Amina Construction Pvt. Ltd.....Respondent**

**Project: Sudha Complex**

**13.01.2022**

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**20.01.2022**

**ORDER**

This matter was last heard before Double Bench along with the batch cases on 13.01.2022.

The case of the complainant is that an agreement of sale was executed between the complainant and the respondent through its Managing Director Md. Khalid Rashid on 03.05.2014 for sale of flat no. 402, 4<sup>th</sup> floor in the project "Sudha Complex" measuring super built up area 1050 sq. ft. The complainant paid a sum of Rs. 14,75,000/- in four instalments between 03.04.2011 to 30.04.2012 against total price of flat Rs. 15,00,000/-. As per agreement the respondent was supposed to handover the possession of the flat by 31.03.2015 but even after expiry of more than four years, the respondent has not even completed construction work of the flat in question. Therefore the complainant has filed the case seeking relief or handing over possession of the flat with interest on account of delay and if the respondent fails to handover the flat, in that case, refund of entire

amount along with interest at the bank rate from the date of payment along with compensation for harassment.

The complainant has placed on record copy of Agreement for Sale Deed vide Deed No. 5109 dated 03.05.2014, copy of PAN card of respondent company and complainant, copy of driving licence, copies of 4 receipts bearing no. 197 issued on 03.04.2011 for Rs. 4,00,000/-; receipt bearing 198 issued on 04.04.2011 for Rs. 4,50,000/-; receipt bearing no. 199 issued on 05.04.2011 for Rs. 4,00,000/- and receipt bearing no. 253 issued on 30.04.2012 for Rs. 2,25,000/-.

The respondent company through its Counsel has filed its reply stating that the Managing Director, M/s Amina Construction Pvt. Ltd. has also been made accused in Kotwali P.S. Case no. 540 of 2018 G.R. Case no. 5403 of 2018 and for this he has surrendered before the District Court. Learned A.C.J.M, Patna directed him to surrender and further he has been put into custody since 18.11.2019. The respondent has not been able to get bail from the court of learned Addl. District Judge- IX, Patna.

During the course of hearing, the Bench observed that the learned counsel for the respondent kept on lingering the matter by seeking time. He has not submitted any response for the inordinate delay, and has not complied with any directions given by the Bench despite repeated directions. Consequently ,an interim order was passed on 01.03.2021, directing to freeze all the bank accounts of the respondents and further directed the IG registration not to register any apartment/plots of the aforesaid project.

On the last date of hearing dated 13.01.2022, the complainant submitted that the respondent company is not in a

position to give possession of the flat as the flat has not been completed till now. The complainant further reiterated her prayer for refund of the amount.

Having heard the submissions of both the parties, the Bench hereby directs the Respondent Company and its Directors to refund the principal amount of Rs. 14,75,000/-to the complainant along with interest at the rate of Marginal cost of lending rate (MCLR) as applicable for three years or more plus four percent from the date of deposit to the date of refund within sixty days of issue of this order.

The complainant is at liberty to approach the Adjudicating Officer for her claim of compensation.

Sd/-

**Nupur Banerjee**  
**(Member)**

Sd/-

**Naveen Verma**  
**(Chairman)**