

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr. Ved Prakash,
Special Presiding Officer

RERA/CC/133/2023

Amit Abhinandan and Puja, Tripti Rani, AlokComplainant(s)
Kumar Mallick, Mamta Kumari

Vs

M/s Palviraj Construction Pvt. Ltd.Respondent
PROJECT- Mumbai Residency

For the complainant:

In Person

For the respondent :

Ms. Kriti Suman (Adv.)

02.05.2025

ORDER

The complainants and Ms. Kriti Suman, learned counsel on behalf of respondent are present.

2. In short, the case of the complaints is that all the four complainants, who are brothers and sisters, had booked flats in the above project of the respondent in the year, 2019. The complainant, Tripti Rani paid Rs. 3,50,000/- through cheques in installments on 04.04.2019, 11.04.2019 and 07.04.2019 out of total consideration of Rs. 51,06,000/- to the respondent promoter for purchase of flat no. 302 in Block 9 (H) and flat no. 502 in Block 10 (I) of the above project. Further, the complainant Mamta Kumari paid Rs. 1,51,000/- through cheque on 31.03.2019 against the total consideration amount of Rs. 24,55,000/- for purchase of flat no. 402 in Block 10 (I) in the above project. The complainant, Alok Kumar Mallick paid Rs. 1,51,000/- through cheque on 31.03.2019 and Rs. 48,000/- through cheque on 08.04.2019 against the total consideration of Rs. 24,55,000/- for purchase of flat no. 302 in Block 10 (I) and other complainant, Shri Amit Abhinandan & Puja paid Rs. 1,51,000/- through cheques on 31.03.2021 and Rs. 48,000/- through cheque dated 31.03.2019, totaling to Rs. 1,99,000/- out of total consideration amount of Rs. 24,55,000/- for purchase of flat no. 102 in Block 10 (I) of the said project.

3. Both the parties executed an unregistered agreement for sale on different dates. The complainants were waiting for completion of construction of the project and delivery of flats, but the respondent did not start the construction works of the project. Hence, on demand by the complainants, the respondent handed over cheques for refund of the principal amount to the complainants, but all the cheques got dishonored due to insufficient fund in the A/c of the respondent promoter.

4. The complainants have filed photocopies of agreement for sale executed between the parties. The complainant, Ms. Tripti Rani has filed copy of money receipt no. 557 dated 31.03.2019 worth Rs. 1,51,000/-, money receipt no. 553 dated 31.03.2019 worth Rs. 24,000/- and further, bank statement for showing further payment of Rs. 1,51,000/- on 04.04.2019. The other complainant, Ms. Mamta Kumari has also filed KYC along with money receipt no. 565 dated 31.03.2019 worth Rs. 1,51,000/-. Further, the complainant, Alok Kumar Mallick has also filed KYC along with money receipt no. 557 dated 31.03.2019 worth Rs. 1,51,000/- and further through cheque dated 08.04.2019 worth Rs. 48,000/-. The fourth complainant, Shri Amit Abhinandan and Puja has also filed KYC along with money receipt no. 562 dated 31.03.2019 worth Rs. 1,51,000/- and money receipt no. 5633 dated 31.03.2019 worth Rs. 48,000/-, totaling to Rs. 1,99,000/-.

5. The complainants submit that in spite of repeated requests, the respondent did not refund the principal amount and during the course of proceedings of this case, the respondent has made false assurances to refund the principal amount in instalments, but it remained only assurances and nothing else. On the contrary, learned counsel for respondent emphatically made submission that the respondent is ready to refund the principal amounts of the complainants in instalments, so some time may be provided to the respondent.

6. In the above facts and circumstances of the case and also considering the submissions of the parties, it goes without saying that the respondent, in spite of repeated assurances, has miserably failed to refund the principal amount along with interest and mere showing of readiness to refund is not

enough. Hence, the respondent is directed to refund principal amount Rs. 3,50,000/- to the complainant, Ms. Tripti Rani, Rs. 1,51,000/- to the complainant, Ms. Mamta Kumari, Rs. 1,99,000/- to the complainant, Shri Alok Kumar Mallick and further principal amount of Rs. 1,99,000/- to the complainants, Shri Amit Abhinandan and Puja. It is further directed that the respondent shall also pay interest on the total principal amounts to each and every complainants since the date of payments till the actual date of refund @ 2% per annum above MCLR of SBI applicable for three years, within sixty days of the order and in case of failure to comply with the above directions, the respondent shall be liable to pay penalty of Rs. 1000/- per day for each day of delay.

With the above observations and directions, the case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer