

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

Hon'ble Member Mr. S.D. Jha, RERA, Bihar,

RERA/CC/525/2023

Lalita Devi Complainant

Vs.

M/s Technoculture Building Centre Pvt. Ltd. Respondent

For the complainant: Mr. Umakant, Husband,

For the Respondent: Mr. Dheeraj Kumar Roy, Advocate

Project:- VASTU VIHAR, SHOP NO. 18

ORDER

24.07.2024 This case was last heard on 09.07.2024 and the order was reserved. Mr. Umakant, Husband of the complainant, appeared for the complainant whereas Mr. Dheeraj Kumar Roy, Advocate, appeared for the respondent. The respondent was directed vide proceeding dated 09.07.2024 to file counter reply within two weeks with further direction that in case of non-compliance it would be presumed that the respondent has nothing to say in the matter and an order would be passed on the basis of material available on the record but till date the respondent has not filed counter reply. It is thereafter presumed that the respondent has nothing to say further and the order is being delivered today i.e. 24.07.2024 on the basis of material available on record.

2. Husband of the complainant submitted that the complainant had paid Rs.1,88,125/- to the respondent - promoter out of the total consideration amount of Rs.3,78,000/- in the year, 2015 to purchase Shop no.18 in the project and possession of the shop was to be delivered within the specified period of two years, but even after expiry of the specified period neither the shop has been constructed nor possession thereof has been delivered. Consequently, the complainant requested the respondent – promoter to refund her money, upon which the respondent – promoter refunded her principal amount of

Rs.1,88,125/- on 4.1.2024, but he did not pay the interest being accrued on the principal amount. The complainant requests for payment of interest on her amount of Rs.1,88,125/- for the period from 24.10.2015 to 3.01.2024. He also submitted that the respondent – promoter was not fair from the beginning as he did not execute any Agreement For Sale even after getting payment of Rs.1,88,125/-. Lastly, he submitted that during course of the proceeding dated 21.06.20224 the respondent's counsel had submitted that the respondent – promoter is willing to pay interest @ 6% on the aforesaid principal amount, to which he agreed but till date payment has not been made by the respondent.

3. Learned counsel for the respondent submitted that since the complainant herself has requested for refund, she is not entitled for interest as the project including the shop is already complete and the complainant did not make payment as per schedule. He also submitted that the relief sought in the complaint is not for refund, to which husband of the complainant submits that the complainant has already filed an amendment petition dated 31.1.2024 requesting for payment of interest on her principal amount of Rs.1,88,125/-

4. Husband of the complainant contradicting the aforesaid submission of the respondent's counsel submitted that neither project nor shop has been completed so far. He further submitted that the complainant made payment as per schedule because she was asked to make payment in two installments and, accordingly, the first installment of Rs.1,88,125/- was paid by the complainant and the next installment of remaining amount was to be paid after completion and handing over possession of the shop but till date neither the project nor the shop has been completed and, therefore, the complainant did not make payment of second installment.

5. Perused the record. The Authority observes that the respondent has nothing to further state in this case as vide proceeding dated 09.07.2024, as requested, the respondent was

granted two weeks' time to file counter reply with further observation that in case of non-compliance it would be presumed that the respondent has nothing to say in the matter and an order would be passed on the basis of material available on the record but the respondent has not filed the counter reply so far. The Authority further observes that the respondent – promoter has failed in honouring the commitment to the complainant for handing over delivery of possession of the shop within the specified period of two years. Further, the respondent has neither brought on record a copy of sanctioned plan of the project nor photograph of the constructed shop in question so as to prove that construction of shop has been completed after getting approval of the plan within the specified period of time, as claimed by the respondent's counsel during course of the argument. Hence, the Authority holds that the equity demands that interest on the amount of Rs.1,88,125/- should be paid to the complainant as the respondent – promoter has availed the benefit of the deposit made by the complainant for the period from 24.10.2015 to 3.01.2024 and the respondent – promoter has been found to be negligent in completing the project and handing over shop within the specified time.

6. Taking into consideration the aforesaid facts and the observations made above, the Authority directs the respondent - company and its Divisional Manager to make payment of interest on the principal amount of Rs.1,88,125/- for the period from 24.10.2015 to 3.01.2024 within sixty days. The rate of interest payable by the respondent – promoter shall be at two percent above the prevalent Prime Pending Rate of the State Bank of India on the date on which the amount became due till the date of payment.

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

**Sd/-
S.D. Jha,
Member**