

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

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

RERA/CC/58/2024

Dr. Gurinder Randhawa Complainant

Vs.

M/s Raman & Kumar Construction Pvt. Ltd. Respondent

For the complainant: Ms. Kriti Suman, Advocate

For the Respondent: None

Project:- MALA TOWER

ORDER

29.05.2024 Hearing taken up. Ms. Kriti Suman, Advocate, appears for the complainant. The respondent is absent.

2. Learned counsel for the complainant reiterates her submission that the complainant initially booked Flat no.1 of 1401 sq. ft. in Block – B on the 1st floor in the project “Muneshwar Plaza” in the year 2011 by making payment of Rs.51,000/- on 01.06.2011 in cash and thereafter the complainant paid Rs.2,00,000/- on 21.09.2011, Rs.3,00,000/- on 29.09.2011 & Rs.2,00,000/- on 21.10.2011 in cash. The total consideration amount of flat was Rs.27,50,000/-. The flat was to be handed over in 2015. She further submits that after making payment of aforesaid amount of Rs.7,51,000/- the complainant made pressure upon the respondent - promoter to execute an Agreement For Sale but he refused and asked to deposit further amount for execution of the Agreement. However, the complainant having no option left, she paid further amount of Rs.4,20,080/- on 07.12.2011 in cash but even after the said payment the respondent did not execute the Agreement. Thereafter, the complainant requested the respondent to refund her entire amount of Rs.11,91,080/- as she wants to cancel her booking but the respondent refused and instead convinced her

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to get her booking shifted to another project “Mala Tower” as the earlier project has been dropped. Thereafter, in 2019 the respondent shifted the booking of the complainant in the project “Mala Tower” and converted the booking of flat into Shop no.1 in the new project on consideration amount of Rs.10,00,000/-. The shop was to be handed over by 2021 but till date the same has not been handed over. Hence, the complainant wants refund of her money of Rs.11,91,080/- with interest. In this connection, the complainant has already sent cancellation letter to the respondent – promoter by mail on 22.04.2024 for refund of money but no reply has been received so far.

3. Perused the record. The Authority observes that the respondent neither honoured the commitment made to the complainant of handing over the shop in the project nor is showing interest in filing counter reply in spite of two weeks’ time given vide proceeding dated 02.05.2024 with direction that in case of non-compliance it would be presumed that the respondent has nothing to say further in this matter and an order would be passed on the basis of material available on record. It was also observed therein that no further adjournment would be given in this case. Considering the hardship being faced by the complainant and also the indifferent and non-cooperative attitude of the respondent – promoter, the Authority does not think it proper to allow this case pending for further period and, accordingly, this case is being disposed of by this order.

4. In the backdrop of the submissions made on behalf of the complainant and on going through the material available on the record, the Authority directs the respondent – company and its Director Mr. Raman Kumar to refund the principal amount of Rs.11,91,080/- to the complainant along with interest within sixty days of issue of this order. The rate of interest payable by the promoter shall be at two percent above the prevalent Prime

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Lending Rates of the State Bank of India on the date on which the amount becomes due till the date of payment.

5. The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA.

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

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