

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mrs. Nupur Banerjee,

Case No: RERA/CC/904/2021

Vijay Kumar Bharti

...Complainant

Vs.

M/s Agrani Homes Pvt. Ltd.

...Respondent

Project: Agrani Royal City, Siwala

For Complainant: Mr. Pankaj Kr. Singh, Advocate

For Respondent: None

07.09.2022

ORDER

This matter was last heard on 04.08.2022

In this matter filed under section 31 of the Real Estate (Regulation and Development) Act, 2016, the allottee states that he had booked a flat in the project Agrani Royal City, Siwala for a total consideration of Rs.9,27,810/- in 2014. He had paid Rs.6,18,540 /- and a Memorandum of Understanding was executed wherein it was mentioned that the said flat would be completed within 36 months with a relaxation period of six months after approval of P.M.C. map. He further submitted that after lapse of 7 years no development has started at the project site and the promoter did not hand over possession of the flat within stipulated time, therefore, the complainant has filed this complaint for refund of principal amount along with interest.

The allottee has placed on record, copy of Memorandum of Understanding dated 23-03-2014, and copy of money receipts of total amount of Rs. 6,18,540/-, paid to respondent company.

Perused the record. The respondent has not filed any specific reply and even not appeared during the course of hearing despite notices and summon issued, hence, order is being pronounced on the basis of documents available on the record.

On the last date of hearing, learned counsel for the complainant reiterated his prayer for refund.

The Bench observes that on the last hearing a penalty of Rs.10,000/- was levied upon the respondent for non appearance despite issued of summon, therefore, respondent is directed to deposit the levied penalty amount immediately, failing which, it can be recovered as per section 40(2) of the Real Estate (Regulation & Development) Act, 2016, read with Order 21, Rule 30 of the Code of Civil Procedure, 1908.

The Bench also observes that the allottee has not sent any communication to the promoter regarding cancellation of booking. The Authority ought to be approached only after the promoter fails to respond to such communication. However, since the matter has already been heard, and the promoter is not appearing, orders are being pronounced.

Having heard the submissions of both the parties and perusal of documents placed, the Bench hereby directs the respondent company and their Directors to refund the principal amount of Rs.6,18,540/- to

the complainant along with interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years plus three percent from the date of taking the booking to 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)