

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Mrs. Nupur Banerjee

Complaint Case No. RERA/CC/903/2021

Ajay Kumar.....Complainant

Vs

M/s Agrani Homes Real Marketing Pvt. Ltd.....Respondents

Project: Agrani SBI Nagar

0709/2022

ORDER

The matter was last heard on 04-08-2022.

The case of the complainant is that he booked a flat in the project Agrani SBI Nagar and paid a sum of Rs.13 lakh as total consideration amount of flat. As no construction work is started on the project site, the complainant has filed the present case seeking relief for refund of the principal amount paid along with interest.

The complainant has placed on record copy of money receipts of Rs. 4 lakh, issued by the respondent company and placed on record Memorandum of Understanding dated 27-02-2016, where in payment schedule in column 1, it is mentioned that total amount paid by complainant was Rs.11,00,000/- (10,64,339 +35,661).

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, the brother of the complainant, Mr. Ramesh Kumar, present with authorization letter submits that complainant had booked a flat and paid Rs.11 lakh. He wants refund of the money with interest.

The Bench observes that complainant in complaint petition alleged the amount paid in lieu of booking was Rs.13 lakh but placed on record documents indicating total amount paid to respondent is Rs.11 lakh and in last hearing, submissions was also made for Rs.11 lakh only.

The Bench further 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.

In the light of submissions made, perusal of case records and considering the prayer of complainant for refund, the Bench hereby directs the respondent company and their Directors to refund the principal amount of Rs.11 lakh to the complainant along with interest at the rate of marginal cost of fund based lending rate (MCLR) of State Bank of India as applicable for three years plus

three percent from the date of taking the booking till 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)