Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No.CC/757/2019

Present: For Complainant: In Person

For Respondent: Mr Puneet Siddharth, Advocate

(Shahid Ahmed)

Mr. Akhileshwar Prasad Singh, Advocate

(Anup Kumar)

23/08/2021 PROCEEDING THROUGH VIDEO CONFERENCING

Hearing taken up through virtual mode. The complainant is present in person. Mr Puneet Siddharth, learned counsel of the respondent company namely M/s Green Ghar Infrastructure and Construction and Mr. Akhileshwar Prasad Singh, learned counsel of the respondent company namely M/s Adharshila Housing Buildcon Pvt. Ltd. are also present.

Complainant submits that on the last date of hearing it was observed that the liabilities of the project of Patna and Darbhanga lies upon Mr. Shahid Ahmed and the same is also mentioned in the affidavit and that he is suffering due to the partition of the company and dispute between Shahid Ahmed and Anup Kumar. He further submits that the assurance of Shahid Ahmed that he will settle the grievance by adjusting his claim in his project has not been honoured and prayed for the possession of the flat with the same terms and conditions mentioned in the agreement and assured the Bench that he will pay the due amount.

Adv. Puneet Siddharth submits that the agreement that has been entered by the complainant is with Adharshila Housing Buildcon Pvt. Ltd. He further submits that all the payments made and money receipt has been issued by Adharshila Housing Buildcon Pvt. Ltd. which is also on record. He further informs the Bench that there is no signature of Shahid Ahmed on the agreement, brochure and money receipts. Shahid Ahmed was the Director of the said company when the complainant entered into the agreement but thereafter, he had resigned and the resignation letter was given before the date of agreement. He further submits that no separate agreement was executed between the complainant and Green Ghar Infrastructure and Construction or Shahid Ahmed. He further informs the Bench the amount of Rs. 3,00,000/- which has been paid by the complainant has been sent in the account of Adharshila Housing Buildcon Pvt. Ltd. and the said amount has

never been transferred in the personal account of Shahid Ahmed or Green Ghar Infrastructure and Construction. He further submits that the plot which is in dispute and that the complainant is claiming has also not been transferred to Shahid Ahmed or Green Ghar Infrastructure and Construction. He further submits that as per Companies Act, 2016 there was no demerger between the aforesaid companies and Green Ghar Infrastructure and Construction has not acquired any project of Adharshila Housing Buildcon Pvt. Ltd. He further informs the Bench that there was a one-sided agreement which was forced upon Shahid Ahmed to which Bench enquired whether the respondent has filed any case regarding the same or not. The respondent counsel, Mr. Puneet Siddharth submits that in 2016 his client filed a criminal case and thereafter the respondent has also challenged the agreement before the civil court. He further submits that whether the agreement is valid or not would be decided by the competent civil court.

However, the Bench observed that the Counsel for Green Ghar Infrastructure and Construction himself had submitted the document regarding the division of the aforesaid companies as well as the assets and liabilities which clearly shows that all the liabilities related to Patna and Darbhanga based projects are upon Shahid Ahmed. It was also observed that Shahid Ahmed himself agreed to the distribution and further agreed to look after the interest of the complainant before the Authority. The respondent counsel admitted that the complainant and Shahid Ahmed sat together and tried to settle the matter. He further informs the Bench that Shahid Ahmed offered project in Green Ghar Infrastructure and Construction on the current market rate and not at the rate on which agreement was made by Adharshila.

Mr. Akhileshwar Prasad Singh, counsel for Adharshila Housing Buildcon Pvt. Ltd. informs the Bench that there are projects running in Muzzafarpur, Bettiah, Patna, Sitamarhi, Samastipur and Darbhangha. He further submits that agreement was executed on 30/04/2016 between all the three directors and it is clearly mentioned in the agreement that all the liabilities of Patna and Darbhanga project will be upon Shahid Ahmed. He further submits that the signature on the agreement was not forged but was signed mutually. He further informs the Bench that money used to be transferred in the account of Adharshila Housing Buildcon Pvt. Ltd. and further used to get distributed for projects in Patna and Darbhanga.

It is observed that complainant has communicated with Shahid Ahmed since the beginning regarding the booking of flat as well as payment to Adharshila. The Bench further enquired as to what assets Shahid Ahmed has been given from Ahdarshila Housing Buildcon Pvt. Ltd. to which the counsel of Adharshila submits that all the assets of the project in Patna and Darbhanga is owned by Shahid Ahmed. The Bench directs the respondent counsel of Adharshila Housing Buildcon Pvt. Ltd. to submit the details of the assests owned by Shahid Ahmed with regards to the project in Patna and Darbhanga.

Respondent counsel of Green Ghar Infrastructure and Construction submits that the case is concerned only with the project in Patna. He further submits that the counsel for Adharshila is confusing the Authority by bringing other city's projects

in question. He further submits that even the land of the project in Darbhanga was bought by Shahid Ahmed in his name.

Complainant submits that he had always contacted Shahid Ahmed and Pawan Thakur regarding the flat. He further submits that Shahid Ahmed himself had agreed upon settling the matter in other projects when disputes raised.

The learned counsel for both the companies agreed that there is merit in the case of the complainant.

Put up for orders on 13.9.2021. Both parties may file their written arguments with supporting evidences/documents within 15 days.

Nupur Banerjee Member R.B. Sinha Member

Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No. CC/1369/2020, CC/1370/2020, CC/1371/2020 & CC/723/2021

Rakesh Triyar/Atul Kumar Triyar/Praneeta Triyar......Complainants
Vs

M/s Adharshila Housing Buildcon Pvt Ltd......Respondent

Present: For Complainants: Mr. Shyam Thakur, Advocate

For Respondent: Mr. Akhileshwar Prasad Singh, Advocate

23/08/2021

PROCEEDING THROUGH VIDEO CONFERENCING

Hearing taken up through virtual mode.Mr. Shyam Thakur, complainant counsel and Mr. Akhileshwar Prasad Singh respondent counsel is also present.

It is observed that on the last occasion, 3 bank drafts aggregating Rs 18.55 lakhs have been submitted in RERA by respondent. The respondent counsel submits that the plot continues to be registered in the name of the complainants and mutation has also been done. The respondent counsel submits that as per the direction of the Bench the respondent has refunded the principal amount to the complainants.

Complainant counsel submits that the complainants have received the principal amount. He further prays for interest upon delay of 7 years. He further submits that the land does not belong to the Respondent.

The Bench observes that the complainants cannot keep the land and also get the money back and they should have transferred the land in question.

Put up for order on 7.9.2021.

Nupur Banerjee R.B. Sinha Member Member

Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No. CC/723/2021

Present: For Complainant: Mr. Shyam Thakur, Advocate

For Respondent: Mr. Akhileshwar Prasad Singh, Advocate

23/08/2021 PROCEEDING THROUGH VIDEO CONFERENCING

Hearing taken up through virtual mode. Mr. Shyam Thakur, complainant counsel and Mr. Akhileshwar Prasad Singh respondent counsel is also present.

Complainant counsel submits that a sale agreement was executed between the parties on 29.09.2014 and assignment agreement was executed on 30.09.2014 and that total estimated cost of the Bungalow situated in Muzaffarpur phase 1 was approximately Rs. 22,73,850/- and the respondent assured to handover the Bungalow by 30.09.2016. He stated that he paid Rs. 8,25,000/- between 28-07-2014 to 29-09-2014 before execution of the sale deed and assignment agreement; paid Rs. 9,50,000/- on 14-08-2015 and on 15-12-2016 but in 2016, when he went for verification on the site he saw that only plinth level work has been completed. A letter was issued by the respondent on 13.09.2019 mentioning that the financial condition of the respondent company was not good and further called for the meeting which was later cancelled. He further submits that the respondent started threatening the complainant for paying the interest. There after the complainant further paid Rs. 2,50,000/- on 10.03.2017 and 20.02.2020. Stating that even after paying Rs. 20,25,000/- the Bungalow is not yet completed, the complainant prays for handing over the possession at the earliest and further assured to pay the due amount.

Respondent counsel submits that he has filed the reply and since he has not got the file, he is unable to argue. The complainant prays for time to file a rejoinder.

Put up on 13.09.2021

Nupur Banerjee R.B. Sinha Member Member

Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No.CC/734/2019, CC/1543/2020 & CC/1733/2020

Sharmila De	van PrasadComplainants	
		Vs
M/s Amina C	Construction Pvt. Ltd.	Respondent
Present:	For Complainants:	Mr. Nagendra, (Husband of Complainant no. 1) Mr Jairam Singh, Advocate (Complainant no. 2)

For Respondent: Mr Roushan Sinha, Advocate

23/08/2021 PROCEEDING THROUGH VIDEO CONFERENCING

Hearing taken up through virtual mode. The complainants are present in person, learned counsel of complainant no. 2 Mr Jairam Singh is also present. Mr Roushan Sinha, Advocate on behalf of the arguing counsel of the respondent company is also present.

Mr. Nagendra submits that the respondent is lingering the matter by taking time in each hearing.

Mr. Jai Ram Singh submits that his client Mrs. Seema Singh has filed criminal case against the respondent. He further submits that the project 'Sudha Complex' has not been registered as yet under RERA even after repeated directions. He further submits that the respondent has sold one flat to two allottees. He further informs the Bench that the respondent is not providing the list of allottees and allotted flats and further submits that several criminal cases have been filed against the respondent.

Mr Roushan Sinha, appearing on behalf of the arguing counsel of the respondent prays for short adjournment as his senior Mr Vijay Kumar Sinha, Advocate is out of station for urgent matter.

The Bench directs the respondent to apply for the RERA registration of ongoing project within a week, i.e. by 31st August, 2021, otherwise penalty of Rs. 10,000/- per day for every day delay will be levied upon the respondent under section 63 of the Act.

Put up on 26.08.2021

Nupur BanerjeeR.B. SinhaNaveen VermaMemberMemberChairman

Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No.CC/46/2018, CC/1384/2020 & CC/1385/2020

Ranjan Kumar Singh/Ms. Anamika Kumari/Mr. Ravi Kishore & Another...Complainants Vs

Present: For Complainants: Mr Jairam Singh, Advocate (Complainant no. 1)

Mr. Sumeet Singh, Advocate (Complainant no. 2, 3)

For Respondent: Mr Roushan Sinha, Advocate

23/08/2021 PROCEEDING THROUGH VIDEO CONFERENCING

Hearing taken up through virtual mode. Mr. Jai Ram Singh counsel for complainant no. 1 and Mr. Sumeet Singh, counsel for complainant no. 2 and 3 are present. Mr Roushan Sinha, Advocate on behalf of the arguing counsel of the respondent company is also present.

Mr Roushan Sinha, appearing on behalf of the arguing counsel of the respondent prays for short adjournment as he is out of station for urgent matter.

Mr. Jai Ram Singh on behalf of complainant no.1 submits that he has filed petition and further submits that the project 'Rajeshwar Apartment' has not been registered as yet under RERA even after repeated directions.

The Bench directs the respondent to apply for RERA registration within a week, i.e. by 31st August, 2021 otherwise penalty of Rs. 10,000/- per day for every day delay will be levied upon the respondent under section 63 of the Act.

Put up on 26.08.2021

Nupur BanerjeeR.B. SinhaNaveen VermaMemberMemberChairman

Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No.CC/854/2019, CC/918/2020, CC/1185/2020, CC/1186/2020, CC/49/2021, CC/65/2021 & CC/689/2021

Kumari Prerana/Dinesh Kumar/Rashmi A. Jha/Rupam Kumari/Krishna Kumar/Anil Kumar/Sanjay Kumar Verma......Complainants

Vs

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

PROJECT:- RUDRA

Present: For Complainants: In Persons

For Respondent: Mr. Alok Kumar, CMD

HEARING THROUGH VIDEO CONFERENCING

23/08/2021 PROCEEDING

Hearing taken up. The complainants are present in persons. Mr Alok Kumar, Director of the respondent company is also present.

The complainant Kumari Prerana states that she had paid an amount of Rs. 4,00,000/- to the respondent company and no she wants refund of booking amount.

The complainant Dinesh Kumar states that he had paid an amount of Rs. 5,00,000/- to the respondent company and no he wants refund of booking amount

The husband of the complainant Rashmi A. Jha submits that he had paid an amount of Rs. 10,00,000/- to the respondent company and now he wants refund of the booking amount.

The complainant Kumari Prerana states that she had paid an amount of Rs. 10,70,000/- to the respondent company and upto now, neither flat nor money has been returned so she wants refund of booking amount.

The complainant Anil Kumar submits that he had paid an amount of Rs. 1,89,000/- to the respondent company and now he wants refund of the booking amount.

The complainant Sanjay Kumar Verma submits that submits that he had paid an amount of Rs. 6,47,921/- in the year 2016 to the respondent company and now he wants refund of the booking amount.

The Bench recalled that the application for registration of the project was rejected a few weeks ago as Mr. Alok Kumar, MD of the respondent company had himself withdrawn from the said project and also expressed his inability to complete the project. Mr Alok Kumar requested the Authority for return of registered deed deposited by him so that he may cancel the development agreement

and return the said land to the landowner. He claimed that an amount of Rs. 30 Lakhs will come after return of the land to the landowner.

The Bench orders the respondent company and their directors to refund the deposits of each complainant along with interest at the Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) as applicable for three years or more plus two percent from the date of deposit to the date of refund, within sixty days of issue of this order.

The Bench also orders for release of the registered development agreement from the custody of the Authority on submission of a joint request letter from the developer and landowners on their agreement for cancellation of the development agreement and release/return of the proceeds/nun to be given back by the landowners, to be transmitted directly to the complainants.

Put up on 02/09/2021 for orders.

Nupur Banerjee R.B. Sinha Member Member

Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No.CC/920/2020, CC/217/2021, CC/497/2021 & CC/664/2021

Annu Niranjan/Ved Prakash/Kumar Swetank/Vivekanand Arya.....Complainants
Vs

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

PROJECT:- SANGEETA KUNJ

Present: For Complainants: In Persons,

Mr. Ishitiyaque Hussain, Advocate Mr. Manoj Kumar Singh, Advocate

For Respondent: Mr. Alok Kumar, CMD

HEARING THROUGH VIDEO CONFERENCING

23/08/2021 PROCEEDING

Hearing taken up. The complainants are present in persons. Mr Alok Kumar, Director of the respondent company is also present.

The learned counsel for the complainant Ved Prakash states that the flat has been booked under One Time Scheme for which an amount of Rs. 18 Las had been paid to the respondent company and he wants refund of the said amount as the complainant is suffering from hardship.

The complainant Kumar Swetank states that he is posted at Mumbai and in the year 2017, he had paid an amount of Rs. 5,00,000/- but, now after waiting for so many years, he wants refund of his paid amount with applicable interest.

The learned counsel for the complainant Vivekanand Arya states that he had paid an amount of Rs. 3,76,853/- between 2016 to 2017 and now he wants refund of the amount with interest.

The Bench recalled that the application for registration of the project was rejected a few weeks ago as Mr. Alok Kumar, MD of the respondent company had himself withdrawn from the said project and expressed his inability to complete the project. Mr Alok Kumar requested the Authority for refund of registered deed deposited by him so that he may cancel the development agreement and return the said land to the landowner. He claimed that an amount of Rs. 40 Lakhs will come after return of the land to the landowner.

The Bench orders the respondent company and their directors to refund the deposits of each complainant along with interest at the Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) as applicable for three years or more plus two percent from the date of deposit to the date of refund, within sixty days of issue of this order.

The Bench also orders for release of the registered development agreement from the custody of the Authority on submission of a joint request letter from the developer and landowners on their agreement for cancellation of the development agreement and release/return of the proceeds/nun to be given back by the landowners, to be transmitted directly to the complainants.

Put up on 02/09/2021 for orders.

Nupur Banerjee Member R.B. Sinha Member

Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No.CC/650/2019, CC/676/2019, CC/722/2019, CC/931/2020 &CC/399/2021

Dinesh Kumar Sinha/Manoj Kumar/Kumar Satish Singh/Mrs. Bibha Das/Mr. Santosh Kumar Das/Rajeev Ranjan......Complainants

Vs

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

PROJECT: - SAPPHIRE

Present: For Complainants: In Persons

For Respondent: Mr. Alok Kumar, CMD

HEARING THROUGH VIDEO CONFERENCING

23/08/2021 PROCEEDING

Hearing taken up. The complainants are present in persons. Mr Alok Kumar, Director of the respondent company is also present.

The complainant Dinesh Kumar Sinha had paid an amount of Rs. 22 Lacs under One Time Scheme.

The complainant Manoj Kumar had paid an amount of Rs. 1,50,000/- and wants to refund of his amount.

The Bench recalled that the application for registration of the project was rejected a few weeks ago as Mr. Alok Kumar, MD of the respondent company had himself withdrawn from the said project and also expressed his inability to complete the project. Mr Alok Kumar MD of the Respondent Company stated that he was ready to hand over the project to another builder who will complete the said project and give either flat to the complainants or refund the amount. He stated that the land owners have given their consent to this arrangement.

The Bench orders the MD of the respondent company to file an affidavit in this regard and initiate the process of registration. It directs the respondent company and their directors to refund the deposits to all such complainants who want the refund along with interest at the Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) as applicable for three years or more plus two percent from the date of deposit to the date of refund, within sixty days of issue of this order.

The Bench also orders for release of the registered development agreement from the custody of the Authority on submission of a joint request letter from the developer and landowners on their agreement for modification of the development agreement and release/return of the proceeds/nun to be given by the landowners directly to the complainants.

Put up on 09/09/2021 for orders.

Nupur Banerjee R.B. Sinha Member Member

Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No.CC/808/2019, CC/1074/2020, CC1431/2020, CC/29/2021, CC/364/2021, CC/386/2021 & CC/387/2021

Vs

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

PROJECT: - PG-1

Present: For Complainants: In Persons

Mr. Istiyaque Hussain, Advocate Mr. Kishore Kunal, Advocate

For Respondent: Mr. Alok Kumar, CMD

HEARING THROUGH VIDEO CONFERENCING

23/08/2021 PROCEEDING

Hearing taken up. Some complainants are present in persons. Mr Alok Kumar, Director of the respondent company is also present.

The learned counsel for the complainant Krishan Murari states that he had paid an amount of Rs. 17 Lacs under One Time Scheme out of Rs. 23 Lacs and he wants refund of the said amount with interest.

The complainant Indra Bhushan Choudhary that he booked in the year 2018 and deposited amount of Rs. 10 Lacs and now he wants refund of the said amount as no construction work has been started as yet.

The learned counsel for the complainant Abhijeet Prakash states that full consideration amount of Rs. 22,14,500/- was paid in the year 2017 but, neither the flat has been given nor the money has been returned and hence, he wants refund of his amount with 18% interest. It has been further stated that the respondent company had applied for RERA registration in the year 2017 but, no registration has been granted as yet due to latches on behalf of the respondent company.

Mr. Alok Kumar, CMD of the respondent has stated that the map of the said project is approved and construction upto basement and one floor has been done and he did not want to withdraw the said project. However, on a query by the Bench, the complainants expressed their unwillingness to deal with the promoter.

The Bench recalled that the application for registration of the project was rejected a few weeks ago as Mr. Alok Kumar, MD of the respondent company had himself withdrawn from the said project and also expressed his inability to complete the project. Mr Alok Kumar MD of the Respondent Company was directed to file a fresh application for registration of the project, if he wishes to register the project afresh.

The Bench orders the respondent company and their directors to refund the deposits of each complainant along with interest at the Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) as applicable for three years or more plus two percent from the date of deposit to the date of refund, within sixty days of issue of this order.

The Bench also orders for release of the registered development agreement from the custody of the Authority on submission of a joint request letter from the developer and landowners on their agreement for cancellation of the development agreement and release/return of the proceeds/nun to be given by the landowners directly to the complainants.

The Bench directs that the complainant case no:- RERA/CC/808/2019 is directed to be listed separately as the said case belongs to T-Block of IOB Nagar.

Put up on 09/09/2021 for orders.

Nupur Banerjee R.B. Sinha Member Member

Before the Full Bench of Mr Naveen Verma, Chairman, Mr R.B. Sinha & Mrs Nupur Banerjee, Members

Case No.CC/310/2019 & CC/962/2020

Pramod Kumar Dubey/Mrs. Sushma Shrivastava......Complainants

Vs

M/s Agrani Homes Real Services Pvt. Ltd......Respondent

PROJECT: - GALAXY BLOCK-C

Present: For Complainants: In Persons

For Respondent: Mr. Alok Kumar, CMD

HEARING THROUGH VIDEO CONFERENCING

23/08/2021

PROCEEDING

Hearing taken up. The complainants are present in persons. Mr Alok Kumar, Director of the respondent company is also present.

The complainant Pramod Kumar Dubey stated that in the year 2013, he had booked the said flat and only an amount of Rs. 1.5 Lakhs & Rs. 2 Lakhs has yet been refunded and the complainant is suffering from cancer and his both legs had also been amputated and his total amount due with the respondent company is Rs. 8 Lacs.

The complainant Mrs. Sushma Srivastava states that she had paid an amount of Rs. 14.50 Lacs in the year 2018 but, neither the flat has been handed over nor the amount has been returned.

Mr. Alok Kumar, CMD of the respondent company states that Block A & B have been completed but so far as Block-C is concerned, map was approved but, there is civil dispute going on between the landowners.

The Bench orders the respondent company and their directors to refund the deposits of each complainant along with interest at the Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) as applicable for three years or more

plus two percent from the date of deposit to the date of refund, within sixty days of issue of this order.

Put up on 09/09/2021.

Nupur Banerjee R.B. Sinha Member Member