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

**Case No: RERA/CC/169/2023**

**Pradeep Kumar Sah ...Complainant**

**Vs.**

**M/s Agrani Homes Pvt. Ltd. ...Respondent**

**Project: Sunrise City**

**24/11/2023** **ORDER**

Heard Mr. Punit Kumar, learned counsel for the complainant. The respondent is absent.

In short the case of the complainant is that the complainant intended to buy a flat in the said project for which he entered into an agreement with the respondent on 19.12.2013 and he paid Rs.18,49,440/- including service tax up to 20.11.2013 to purchase a 3-BHK flat on 6th floor having an area of 1375 sq.ft. super built up area with one covered car parking but despite the said payment, the complainant was never offered for possession whereas the the completion of the project as per the agreement was 36 months with a grace period of six months from approval of the map. As per the agreement, the total consideration was Rs.18,55,620/- including car parking of the said flat. The complainant agreed to pay the same to the developer as per his convenience which was accepted by the developer. It is stated that he visited the site of the project to know about the progress of his flat but they have not made any response. Thereafter he has sent a cancellation letter on e-mail on 25.02.2023 for refund of the said amount but still they were sitting tight over the matter. The said letter is annexed as Annexure-3 to this petition. Therefore, the complainant has prayed to direct the respondent to refund the principal amount of Rs.18,49.440/- with interest and compensation.

The complainant has placed on record the copy of the MOU, the money receipts and the letter dated 25.02.2023.

Perused the record. No reply has been filed by the respondent.

Learned counsel for the complainant reiterates his submissions as made in the complaint petition and has prayed for refund of the amount with interest. The complainant has already sent a cancellation letter to the respondent on e-mail which is at Annexure-3.

The Bench notes that despite several opportunities the respondent failed to appear before the Bench so, in the interest of justice, order is being passed on the basis of documents available on record.

In the light of the documents placed on record and submission made and considering that the respondent has taken the economic benefit of the amount

paid by the complainants in lieu of booking of the alleged flat, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs.18,49,440/- 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 2% interest from the date of booking till the date of refund within sixty days of issue of this order.

As regards claim for compensation is concerned, the complainant is at liberty to press the same before the A.O. as per the provisions of the Act.

With these directions and observations, the matter is disposed of.

Sd/-
**Nupur Banerjee**
**Member**