

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075

Complaint No.WBRERA/COM 000133

Sohail Shaikh Complainant No.1

Serajuddoullah ShaikhComplainant No.2

Vs.

Reliable Construction Company (Civil Contractor)..... Respondent no.1

Sk. Azem Ali..... Respondent no.2

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
4 06.02.2024	<p>Complainants are present in the physical hearing and signed the Attendance Sheet.</p> <p>Respondent is absent in the physical hearing despite due service of hearing notice to the Respondent through speed post and also by email.</p> <p>Let the track record of the due service of the hearing notice to the Respondent be taken on record.</p> <p>Heard the Complainant in detail.</p> <p>Respondent did not submit any payment schedule on Notarized Affidavit as per the last order of the Authority dated 12.09.2023 and Complainant stated at the time of hearing that no amount has been paid by the Respondent after the last order of the Authority dated 12.09.2023.</p> <p>The Authority is of the considered opinion that sufficient time and reasonable opportunity has been given to the Respondent to present their case and defend himself in the present matter but he neglected / failed to take the opportunity therefore the Authority shall now proceed with ex-parte hearing and disposal of this matter as per Rule 36(2)(h) of the West Bengal Real Estate (Regulation and Development) Rules, 2021 and as per the provision of section 29(4) of the Real Estate (Regulation and Development) Act, 2016.</p> <p>Complainants pointed out that there is a spelling mistake in the spelling of the name of the Complainant no.2 and requested for necessary correction.</p> <p>Considered and granted the prayer of the Complainant.</p> <p>The Case of the Complainants is that the Complainants entered into an Agreement with the Respondent Company named as 'Reliable Construction</p>	

Company (Civil Contractor)' represented by Sk. Azem Ali on 5th March, 2016. The Agreement for Sale was executed between the parties for purchase of a flat by the Complainant measuring super built-up area of 700 Sq.ft., of total consideration of Rs.38,50,000/-(Rupees thirty-eight lakhs fifty thousand only.)

The Respondent failed to construct the proposed building within the schedule timeline. The Respondent till dated refunded Rs.4,00,000/- to the Complainant and the Complainant now prays before the Authority for the relief of refund of the Balance Principle Amount of Rs.10,00,000/-(Rupees Ten lakhs only) paid by him for this purpose along with interest.

After examination of the Notarized Affidavit of the Complainant and Notary Attested documents placed on record and after hearing the Complainant through hearing, the Authority is of the considered view that the Respondent has failed miserably in his obligation to hand over possession of the flat to the Complainant within the scheduled timeline and therefore, he is liable to refund the principal amount paid by the Complainant alongwith interest at the rate of SBI PLR +2% per annum for the period starting from the date of respective dates of payments made by the Complainant till the date of realisation, as per the provisions contained in section 18 of the Real Estate (Regulation and Development) Act, 2016 read with rule 17 and 18 of the West Bengal Real Estate (Regulation and Development) Rules, 2021.

Hence it is hereby,

ORDERED

that the Respondent shall refund the Balance Principal amount of Rs.10,00,000/-(Rupees Ten Lakhs Only) alongwith interest @ SBI Prime Lending Rate + 2% per annum, calculated on the total Principal Amount of Rs.14,00,000/-, for the period starting from the respective dates of payments made by the Complainant till the date of realization.

The dates and amounts of payment made by the Complainant is given below for the purpose of calculation of interest:-

Sl. No.	Date	Amount
1.	26.03.2013	Rs.3,00,000/-
2.	03.04.2013	Rs.5,10,000/-
3.	03.04.2013	Rs.1,50,000/-
4.	03.04.2013	Rs.1,40,000/-
5.	06.03.2016	Rs.3,00,000/-
TOTAL		Rs.14,00,000/-

The refund shall be made by bank transfer to the bank account of the Complainant, within 45 days from the date of receipt of this order of the Authority by email.

The Complainant shall send his bank account details in which he wants to take the refund amount, to the Respondent by email within 3 days from the date of receipt of this order of the Authority by email.

Complaint is at liberty to file an Execution Application on any plain paper annexing a copy of this Order, to this Authority, if the Respondent defaults to comply this order either in full or in part within the specified time period as mentioned in this order. In that case Respondent might be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five percent, of the estimated cost of the subject matter project, as determined by this Authority, as per the provision contained in section 63 of the Real Estate (Regulation and Development) Act, 2016.

As pointed out by the Complainant, Let following correction be hereby done in the last order of this Authority dated 12.09.2023 and in the records of this Complaint Matter:-

The name of the Joint Complainant shall be read as Serajuddoullah Shaikh in place of Sirajuddoullah Shaikh.

With the above directions the matter is hereby disposed of.

Let the copy of this order be served to both the parties by email and also by speed post immediately.

Sd/-
(SANDIPAN MUKHERJEE)
Chairperson

West Bengal Real Estate Regulatory Authority

Sd/-
(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority

Sd/-
(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority

Certified to be true copy

S.L.

06.02.2024

Special Law Officer
West Bengal Real Estate Regulatory Authority