

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

Complaint No.WBRERA/COM-000106

Indrajit Prasad Deo..... Complainant

Vs.

Kanchan Mitra & Gautam Sadhukhan..... Respondents

Sl. Number and date of order	Order and signature of Officer	Note of action taken on order
02 28.06.2023	<p>Complainant is present in the online hearing filing hazira through email.</p> <p>Advocate Surojit Halder is present in the online hearing on behalf of the Respondents filing hazira and Vakalatnama through email.</p> <p>Heard both the parties in detail.</p> <p>As per the last order of the Authority dated 23.05.2023, the Complainant has submitted a Notarized Affidavit containing his total submission regarding this Complaint Petition on 26.05.2023 which was received by the Authority on 31.05.2023.</p> <p>Let the said Affidavit of the Complainant be kept on record.</p> <p>The Respondent has sent by email today a Counter Affidavit, as per the last order of the Authority dated 23.05.2023.</p> <p>Let the said Counter Affidavit of the Respondent be kept on record.</p> <p>As per the Complainant he along with his wife had executed an Agreement for Sale with 'M.S. Construction' on 8th day of August, 2016 for purchase of a Commercial Place measuring super built up area of 220 Sq.ft. approximately on ground floor of a project to be developed by Mr. Kanchan Mitra and Mr. Goutam Sadhukhan, both of them are the partners of M.S. Construction. In consideration of the Respondent Company</p>	

having agreed to construct and built the said commercial space along with common areas and facilities within October, 2016, the Complainant had paid Rs. 3,00,000/- (Rupees three lakh only) by cheques bearing nos. 869859, 869860, 863794 and 863795. Till date the Complainant has not received the possession of the said commercial space.

The Complainant in this Complaint petition prayed for the relief of either delivery of possession of the commercial space immediately or on the failure of the Respondent to do so, refund of the Principal Amount paid by him along with interest.

After examination of the Affidavit and Counter Affidavit of the Complainant and Respondent, notary attested photocopies of documents annexed with the Affidavit and after hearing both the parties in detail in the online hearing, the Authority is of the considered opinion that the Respondent has failed in his obligation for delivery of possession of the commercial space to the Complainant in scheduled time line as per the Agreement for Sale executed on 8th August, 2016, and therefore the Respondent is liable to refund the Complainant the Principal amount of Rs. 3,00,000/- alongwith interest @SBI PLR + 2% for the period starting from the date of respective payments made by the Complainant till the date of realization, as per the provisions contained in section 17 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 17 & 18 of the West Bengal Real Estate (Regulation & Development) Rules, 2021.

Hence, it is hereby

ORDERED

that the Respondent shall refund the Complainant the Principal Amount paid by the Complainant amounting to

Rs.3,00,000/- (Rupees three lakhs only) alongwith interest @ SBI Prime Lending Interest Rate +2%, for the period starting from the date of respective payments made by the Complainant to the date of realization.

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

Copy of this order be served to both the parities by Speed Post and also by email immediately.

With the above directions the matter is hereby disposed of.



(SANDIPAN MUKHERJEE)
Chairperson
West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)
Member
West Bengal Real Estate Regulatory Authority