

.

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
RERA/CC/248/2025

Meera Kumari-----Complainant

v.

M/s White Tiger Interio and Developer Pvt. Ltd. -----Respondent

PROJECT:ANAND VILLA

31/07/2026

ORDER

The complainant has filed this case to resolve all the above concerns in a time bound manner, as per agreement.

2. The complainant's case in brief is that as per agreement made for Flat no. 201, no pending amount is to be paid by the complainant as per schedule of payment. The flat has not been handed over to the complainant, even after more than one year of project deadline as per RERA and registered Agreement between both the parties i.e. on 31.03.2024. The project has been placed under lapsed category. The quality of tiles being used for flooring and bathroom are of poor quality and not as per agreement/ brochure. The quality of basin, ceramic materials for toilets are being used of poor quality and not as per agreement/brochure. As per work over the complainant, there is visible cracks in wall at many places, which shows poor material quality used in the building and the boundary wall has bended and may fall soon. The builder is trying to resale the flat to other parties, and this has amounted to extreme mental agony to the complainant.

3. The respondent appeared and filed a reply stating therein that the case is not maintainable as it is filed under section 31(1) of the Real Estate (Regulation and Development) Act, 2016. The complainant had paid Rs.14,90,000/- (Rs. Fourteen Lakh and Ninety thousand only). Thereafter an agreement for sale had been executed. The total consideration amount of said flat has been set to Rs. 40, 00,000/- (Rs. Forty Lakh only). The complainant has failed to pay the amount as per pay plan described under the agreement. Later on, the respondent has cancelled the allotment and sold the said unit to some other buyer. The complainant sat over the matter and has long dues toward his payment against flat, the respondent made several reminders to the complainant for dues payment but complainant failed to pay his outstanding amount and finally complainant made oral request to withdraw his booking as complainant unable to pay the remaining balance. Considering the request of the complainant and being continuing the defaulter of the payment, the respondent is ready to refund received amount to the complainant. The complainant has filed present complaint case just to cover his own guilt. Thus, this case is to be dismissed.

4. Heard Shri Ishtiyaque Hussain, learned counsel for the complainant, and Shri Mukesh Kumar, learned counsel for the respondent. Perused the case record. After perusal of the case record, it is clear that the respondent has sold the concerned flat to another third person and as such he cannot give the concerned flat to the complainant and he is ready to refund Rs.14,90,000/- (Rs. Fourteen Lakh and Ninety thousand only), which the complainant had paid to the respondent. The learned counsel for the complainant is also ready to get the refund of the paid amount with interest.

5. Considering the above facts and circumstances, the respondent is directed to refund the principal amount of Rs. 14,90,000/- (Rs. Fourteen Lakh and Ninety thousand only), which was paid by the complainant to the respondent along with interest within sixty days of issue of this order. The rate of interest payable by the respondent shall be calculated at the rate of marginal cost of fund-based lending rates (MCLR) of the State Bank of India as applicable for three years plus 2% from the date of booking till the date of payment. The complainant is also directed to show his payment receipt to the respondent for the aforesaid amount.

6. With the aforesaid observations/ directions, the present complaint petition stands disposed of.

SD/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar