

**REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF ADJUDICATING OFFICER, RERA, BIHAR**

**RERA/CC/37/2024
RERA/AO/03/2024**

Dhiraj Kumar **Complainant**

Vs

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

Project: PG TOWN BLOCK-F

Present: **For the Complainant: Mr. Punit Kumar, Advocate**
 For the Respondent: None

14.10.2025

ORDER

Heard Mr. Punit Kumar, learned counsel appearing for the complainant. None has appeared on behalf of the respondent.

2. The complainant has filed this case for compensation of at least Rs.6,00,000/- (six lakh) with expenses, including rent plus running around the RERA and also mental agony and harassment caused to him along with litigation cost.

3. The case of the complainant, in brief, is that the builder has mentally harassed the complainant for the last five years in the name of giving flat and he has suffered huge losses in his life. His wife was a kidney patient undergoing treatment in Patna and he was staying on rent for the last five years in Patna whose rent was Rs.4.80 lakh. Now he has left Patna and is staying at his village.

4. There is no representation on behalf of the respondent, so the case is proceeded ex parte.

5. After hearing the learned counsel for the complainant and on perusal of the record it appears that as per MOU, total consideration amount was Rs.15,00,000/- (Five lakh) and applicable taxes etc., out of which Rs.13 lakh

and taxes of Rs.1,56,000/- has been paid by the buyer/vendee to the respondent and rest Rs.2,00,000/- was to be paid at the time of possession of the flat. Till date, no possession has been given to the complainant. As per paragraph 2 of the MOU, in case of any failure on the part of the buyer, the MOU shall stand cancelled forthwith and the developer/vendor shall be entitled to allot the said flat to any other person and developer/vendor shall refund the amount paid to the vendor/developer by the buyer/vendee after 90 to 120 days from the date of cancellation after deducting 5% cancellation charge and taxes on the said consideration amount which is mentioned in the payment details. If the developer/builder shall not hand over the possession of the unit within the stipulated period and the buyer/vendee wanted to get his/her money back, then the vendor/builder shall return the payments made by the buyer/vendee along with simple interest of the Nationalized Bank to the buyer/vendee. The MOU was executed on 23.05.2019 and till date possession has not been given to the complainant.

6. After perusal of the record it appears that the RERA has proceeded a *suomotu* case against the respondent of this case and an order has been made on 22.02.2022 in Case No.RERA/CC/1249/2020 to return the principal amount of Rs.14,56,000/- to the complainant with interest at the rate of marginal cost of fund based lending rates (MCLR) of the State Bank of India as applicable for two years from the date of taking the booking till the date of refund within sixty days of issue of the said order and for this purpose, execution case has been proceeded. There is no doubt, the respondent has neither complied the order of the RERA Authority dated 22.02.2022 nor appeared in this case and it appears that the respondent is harassing mentally and physically both and also made loss to the complainant.

7. The complainant has sought relief as rent for five years i.e., Rs.4.80 lakh which appears to be Rs.8,000/- per month and this amount appears to be justified as rent. So, the respondent is directed to pay to the complainant Rs.4,80,000/-(Four lakh eighty thousand) as rent with simple interest of the State Bank of India. Since the complainant has suffered severe mental agony and physical harassment, he is entitled for Rs.1,00,000/- (One lakh). In

addition to the above, the complainant is also entitled for litigation cost of Rs.20,000/- (Twenty thousand). This order is to be complied within sixty days of the order.

8. Accordingly, this case is disposed of.

Sd/-

(Vinod Kumar Tiwari)
Adjudicating Officer
RERA,Bihar