

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF ADJUDICATING OFFICER, RERA, BIHAR
RERA/CC/1737/2020

Nabita Kumari

..... Complainant

Vs

M/s ApnaAshiyana Homes Pvt. Ltd. & Others Respondents

Project: N/A

Present: For the Complainant: None
For the Respondents: Mr. Jai Ram Singh, Advocate

24.11.2025

ORDER

Earlier this matter was taken up on 17.11.2025, when none had appeared on behalf of the complainant. However, Mr. Jai Ram Singh, learned counsel had appeared on behalf of the respondent. The court had also observed that since this case is of the year 2020, order was reserved which will be delivered on the basis of material available on record.

2. This case has been filed by the complainant for giving direction to the respondents to return/refund the total amount of Rs.3,61,000/- (Three lakh sixty one thousand) with 12% compound interest till the date of payment along with litigation cost.

3. The complainant's case, in brief, is that the respondent-Company is doing business of purchasing and selling property within the town and district of Patna. The complainant approached the respondent-Company for purchasing one plot of one katha through an Agent named Deepak Kumar. The respondent showed several plots to the complainant in which one plot which was at the rate of Rs.6,90,000/- per katha was chosen by the complainant. The complainant initially deposited Rs.11,000/- in cash as registration fee for the said plot and thereafter deposited Rs.2,00,000/- through Bank cheque and accordingly a deed of agreement was made between the parties on 31.05.2018. The complainant was ready to deposit whole amount and to make registry of the land, but the matter was lingered in the name of waterlogging and laying crops over the land due to which measurement,

mapping and fixing boundary over the land could not be completed. Thereafter, the respondents started making pretext that there is some dispute among the brothers of the original land owner. Suddenly, in January, 2019 the complainant was informed that the matter has been settled and requested her to deposit the remaining amount and make registry of the land within one month. The complainant deposited Rs.2,00,000/- through cheque on 02.02.2019 on the condition that the remaining dues will be paid after measurement and giving possession over the land before the registry. After receiving more than Rs.4,00,000/- from the complainant, the respondents again started pretexting and playing dig-dag policy. Lastly, the respondents started to convince the complainant for purchasing other plot, but the complainant had no belief or faith in him and hence she denied to purchase any plot. The true fact is that the plot in question which was to be registered with the complainant was sold in favour of other person on higher rate by the respondents and the complainant was kept in dark/dilemma. The complainant requested to refund the amount with interest and the respondents anyhow initially issued one cheque of Rs.50,000/- of the Central Bank of India and assured that the remaining dues will be paid after one month, but that amount was not paid with the remark "insufficiency of fund" by the SBI on 21.07.2020. When the complainant informed the respondents of bouncing of the cheque, the respondents anyhow managed and paid Rs.50,000/- in cash but did not pay remaining amount of Rs.3,61,000/-. A legal notice was also sent for the same on 22.09.2020, but the respondent did not send any reply. The deposited money is hard-earned money of the complainant and the respondent-Company wants to grab the said amount.

4. On behalf of the respondent, a petition was filed on 06.10.2025, stating therein that the matter was instituted by the complainant seeking refund of the amount paid to the respondents under an unregistered agreement for the purchase of a plot and also the land situated beyond the notified planning area under the jurisdiction of RERA. The aforesaid agreement was mutually cancelled in the year 2021 with the full consent and knowledge of both parties. During the pendency of the proceedings, the entire amount paid by the complainant was refunded in full by the respondent. Consequently, the matter

was disposed of by the Hon'ble Authority on 03.09.2021. It is also stated that when the cancellation of the agreement is effected with the consent of the allottee, the liability of the promoter to pay interest under Section 18(1) or any compensation stands reduced or nullified as per Section 19(8) of the RERA Act, 2016. In the present case, since the agreement was mutually cancelled, so no further liability is upon the respondent to pay either interest or compensation to the complainant.

5. It is admitted fact that both the parties agreed for land with consideration amount at the rate of Rs.6,90,000/- per katha and the complainant has paid, as per the complaint case, Rs.4,11,000/-. As per complainant, Rs.3,61,000/- has not been paid/refunded by the respondents to the complainant. It has also been admitted by the complainant that during the pendency of the case, three cheques were given by the respondents amounting to Rs.1,30,000/-, Rs.1,00,000/- and Rs.1,30,000/- issued on different dates. Two cheques amounting to Rs.2,30,000/- was encashed on 12.04.2021 and 21.04.2021 and the last cheque of Rs.1,31,000/- was encashed on 25.08.2021. Thus, all principal amount has been paid/refunded. But, according to the complainant, the respondents had kept her money for the period of three years, for which complainant was physically, mentally and economically harassed. Hence, the complainant is entitled to get interest and compensation for which she has furnished a calculation chart, which is extracted herein below:

| Date | Principal Amount | Returned | Period | Interest@ 8.1% P.A. |
|-------------|------------------|---------------|---------|---------------------|
| 31.05.2018 | 2,11,000/- | | 2 years | Rs.16,880/- |
| 02.02.2019 | 2,00,000/- | | 1 year | Rs.16,000/- |
| August 2020 | | Rs.50,000/- | | |
| 12.04.2021 | | Rs.1,30,000/- | | |
| 21.04.2021 | | Rs.1,00,000/- | 1 year | Rs.28,880/- |
| 25.08.2021 | | Rs.1,31,000/- | | |
| | | | | Rs.61,730/- |

6. Now, the only grievance of the complainant is that interest over the refunded principal amount has not been paid. The respondent has also admitted by an application that he has refunded all principal amount, but he has not stated anything about the interest. In such a situation, the complainant

appears to be entitled to get interest on the paid amount from the date of giving the principal amount and also for compensation for physical, mental and economic harassment and also for legal cost.

7. Considering the aforesaid facts and circumstances, the complainant is entitled for interest at the rate of 8.1% per annum on the paid amount from the date of giving the principal amount. The calculation of interest furnished by the complainant appears to be justified e.g., Rs.61,730/- (Sixty one thousand seven hundred thirty only) as interest and the complainant is entitled for it. The complainant is also entitled for litigation cost of Rs.10,000/- (Ten thousand only) and is also entitled for compensation for mental agony, physical harassment and financial loss caused to her, for which Rs.50,000/- (Fifty thousand only) is also awarded. The respondent is directed to pay the aforesaid amounts within 60 (sixty) days from the date of issue of this order.

8. With the aforesaid observations and directions, the case is disposed of.

Sd/-

(Vinod Kumar Tiwari)
Adjudicating Officer
RERA, Bihar