

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
 RERA/CC/499/2024

Rajesh Ranjan-----Complainant

v.

M/s DDL Infratech Pvt. Ltd. -----Respondent

PROJECT: AGRANI WOODS

07/07/2026

ORDER

The complainant has filed this case to direct the respondent to refund the amount of Rs. 4,41,230/- as well as Rs. 3,00,000/- of mental harassment and also to pay the penalty/ compensation, interest as well as irreparable loss and litigation cost of Rs. 25,000/- and also any other relief/ reliefs to which deems fit and proper.

2. The complainant's case in brief is that the complainant intended to buy a plot and booked a piece of land with the respondent and paid Rs. 4,41,230/- in the year 2021-23. Including facilities and amenities its consideration amount was fixed as Rs. 10,86,750/-. After making advance payment when complainant observed that the respondents never offered for the registered agreement then respondent assured that the project is delayed so the registered agreement will be done after getting statutory approval from the concerned Authorities, whereas the delivery of the plot was affirmed i.e. one year from the date of agreement. The agreement was made on 16.11.2022 and he paid total 3,91,230/- on several dates acknowledged in the agreement dated 16.11.2022. The respondent assured the complainant that before the registry of the aforesaid plot, the said plot will be demarcated and the relevant papers will be provided to the complainant but thereafter they failed to respond. The complainant visited several times to the office of the respondent for redressal of the grievance but respondent failed to

give any respond and raised demand vided letter dated 20.12.2023. With respect to other plot which was not booked by the complainant, the complainant refused it in his reply. The complainant was not sent any offer for rectification in agreement by the developer- respondent despite making 40% payment and made fake assurance, thereafter the complainant sent legal notice dated 30.01.2024. The complainant was surprised enough and felt in a grief shock as even on payment of 40% of his total amount the developer- respondent acted arbitrarily and number of complaints are pending before the Hon'ble Court. Having no option, this case is filed. The developer- respondent tried to cheat several innocent persons by usurping their hard earned money and due to which there are several criminal complaints are pending against him.

3. The respondents appeared and filed a maintainability application stating therein that this case falls beyond the pecuniary jurisdiction of the Authority and not maintainable in view of lacking jurisdiction. The project was registered in RERA in 2019 till 31.12.2024 on the basis of Mukhiya Pass map. The Appellate Authority held that a Mukhiya has got no jurisdiction under the law to sanction building map plan or layout plan for the plotted development and in such situation this case is not maintainable. The respondent has refunded the principal amount without deducting of any amount which shows the respondent acted fairly and this case is not maintainable and is fit to be dismissed.

4. Heard Shri Punit Kumar, learned counsel for the complainant and Shri Rabindra Kumar, learned counsel for the Respondent. Perused the case record.

5. After hearing and perusal of the case record it appears that it is admitted fact that the respondent has refunded the principal amount, whereas the complainant has sought relief only for interest on the principal amount. After perusal of Annexure-2 it appears that the respondent has sent a letter dated 22.12.2023 to the complainant to clear the entire dues amount as he is a defaulter on which the complainant sent

a letter to the respondent on 09.01.2024 and in the last he has stated in the petition that due to the act of the respondent, the mother of the complainant is a severely ill and requested to refund the amount of Rs. 4,41,230/- within 15 days with 15% interest in his account. On his request, the respondent has refunded the aforesaid amount but no interest. The learned counsel for the respondent stated that as per agreement if the complainant does not pay the consideration amount within the limitation of the agreement, the respondent has to pay refund after deduction of amount as mentioned in the agreement of sale. But he hasnot deducted the amount, rather in goodfaith he has returned total principal amount and as such there is no need to give any interest on it.

6. After hearing and perusal of the record it also appears clear that the complainant demanded and has taken all principal amount in the name of illness of his mother and so the respondent is not liable to pay any interest. Therefore, this case is hereby dismissed.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar