

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,
Bihar

RERA/CC/204/2025

Sudhesh Kumar

.....Complainant

Vs

M/s Ashirwad Engicon Pvt. Ltd.

.....Respondent

Project: IOB Galaxy

Present: For Complainant: Mr. Santosh Satyarthi, Advocate

For Respondent: Mr. Ishtiyaque Hussain, Advocate

01/06/2026

ORDER

The matter was last heard on 24.03.2026 when Mr. Santosh Satyarthi, learned counsel for the complainant was present. Mr. Ishtiyaque Hussain, learned counsel for the respondent was also present.

Learned counsel for the complainant submitted that the complainant entered into an agreement for sale with the respondent on 08.05.2016 to purchase a 3-BHK flat bearing Flat No.505 on 5th floor in Block-A-1 having super built up area of 1367 sq.ft. with amenities as mentioned in the Memorandum of Understanding along with car parking space in the project 'IOB Galaxy' located at village Bela, Post Neora, Thana Bihta, District Patna for a total consideration amount of Rs.10.76 lakh which was paid by the complainant through different modes and the said fact finds mention at para-4 of the MOU. He further submitted that as per para-6 of the MOU the construction of the building shall be completed within three years with a grace period of six months after sanctioning and approving the map but the construction of the project has not been completed as yet. Thereafter the complainant sent a legal notice to the respondent on 25.11.2024 through e-mail and on 24.03.2025 through registered post requesting them to deliver the said booked flat but the respondent has not delivered the flat to the complainant as of today. Hence, the complainant in the complaint petition prayed for a direction to the respondent to handover the possession of the said flat with compensation for mental agony and harassment.

An interlocutory application has been filed on behalf of the complainant on 23.03.2026 by which the complainant has prayed for a direction to the respondent to refund the entire amount of Rs.10.76 lakh to the complainant along with interest as per the provisions of law and prayed for a liberty to file a complaint before the A.O. for compensation.

On perusal of the record, it appears that the learned counsel for the respondent has not filed any reply to the said complaint petition but during the hearing held on 24.03.2026 he submitted that he was in receipt of the interlocutory application filed by the complainant and the respondent in principle is in agreement to refund the entire paid amount along with due interest

as per the provisions of law but the amount, as claimed by the complainant for refund, needs to be verified at the respondent's end on the basis of the records maintained by the respondent.

This Bench observes that despite several opportunities given to the respondent, he has failed to handover the possession of the said flat and has also failed to voluntarily refund the money paid to him by the complainant. This Bench, therefore, feels that the complainant cannot be made to suffer for an indefinite period and hence, in the interest of justice, order is being passed on the basis of documents available on record.

Perused the entire record of the case including the documents submitted by the complainant. On perusal of the record, it is observed that the complainant had booked a flat in the said project and had paid the total consideration amount of Rs.10.76 lakh which is clear from the receipt issued by the respondent and also the Bank statement of Punjab National Bank as also from para-4 of the MOU executed between the parties. It is also clear that the booking was done way back in the year 2015 but even after a lapse of over ten years, the respondent neither handed over the possession of the said flat nor voluntarily refunded the paid amount to the complainant. Nevertheless, it is clear that the respondent has enjoyed full economic benefit of the amount paid by the complainant to the respondent company for the entire period from the date of payment till the present day and he is, therefore, liable for getting refund of the entire amount along with due interest as per the provisions of law.

Thus, in light of the documents placed on record and submissions made therein and also considering the fact that the respondent has enjoyed full economic benefit of the amount paid by the complainant in lieu of the booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the total principal amount of Rs.10.76 lakh to the complainant along with interest @ 2% above the Marginal Cost of fund-based Lending Rate (MCLR) of State Bank of India as applicable for three years from the date of booking till the date of refund within sixty days of the date of issue of this order.

As regards the claim for compensation, the complainant is at liberty to press the same before the A.O. (Adjudicating Officer) as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

With these directions and observations, the matter is accordingly disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar