

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh,
RERA, Bihar**

RERA/CC/308/2024

Subhash Chandra Pandey

.....Complainant

Vs

M/s Hope Frontline

.....Respondent

Project: HOME ROYAL PALMS

Present: For the Complainant: None
For the Respondent: Mr. Keshab Raj, Advocate
Mr. Jai Ram Singh, Advocate

29.04.2025

PROCEEDING

Hearing taken up. The complainant is absent. Mr. Jai Ram Singh, learned Advocate is present on behalf of the respondent.

Learned counsel for the respondent submits that there is no *locus standi* of the complainant in this matter, as he is not the actual purchaser of the flat in question. He further submits that even if it is considered that the complainant has filed this case on behalf of his wife and his daughter, still only Rs.3.75 lakh had been deposited by the complainant and not Rs.17.50 lakh, as wrongly claimed by him.

Learned counsel for the respondent further submits that on request of the complainant to refund the entire amount paid by him, the said amount has already been refunded to the buyer of the corresponding flats, which has also been confirmed by the complainant vide his letter dated 05.07.2023.

The complainant was not available for his comments. During the last hearing, he was requested to furnish evidences of the total amount paid by him and regarding copy of the agreement, if any, but till date no evidence has been produced by the complainant to this effect.

The learned counsel for the respondent further adds by way of submission that since the booking of the flat has been cancelled by the complainant on his own, hence he is not liable for any interest. On the contrary, as per the terms and conditions laid in the RERA Model Agreement for Sale, 10% of the total amount is required to be deducted from the refunded amount, which has not been done by the concerned promoter (respondent).

Perused the documents submitted by the complainant as well as the respondent. On perusal of the same, it has emerged that it is not the complainant who has purchased the flat but his wife Mrs. Bhavna and his daughter Mrs. Arpita who have actually purchased the flat. The complainant during hearing held on 07.04.2025 though mentioned that he had paid Rs.17.50 lakh and the entire amount of 17.50 lakh rupees has been refunded to him by the respondent, but no interest has been paid by the respondent. The complainant during the said hearing was directed to submit evidences regarding payment of 17.50 lakh rupees and also the agreement between him and the respondent spelling out the terms and conditions regarding payment of interest by the respondent, but till date he has failed to produce any evidence to that effect. He has only submitted a document which shows the receipt of Rs.3.75 lakh, which has been refunded by the respondent to him.

A perusal of Annexure R/2 submitted by the respondent along with his petition makes it clear that the complainant has cancelled the booking of Flat No.306 and communicated the same to the respondent, vide letter dated 05.07.2023. It is also clear that the booking of the said flat has been made on a verbal agreement between the buyer and the builder and no formal agreement for sale is available on the record. The absence of any formal agreement for sale between the buyer and the builder makes it difficult to ascertain as to on what terms and conditions the said flats had been booked. On perusal of record it is also clear that the booking which was made on a mutual verbal agreement was cancelled on behalf of the complainant himself and hence, this Bench finds it difficult to fix the liability of payment of any interest on the builder (respondent).

Since the entire money paid by the complainant has been refunded to him, which has also been admitted by both the complainant as well as the respondent, hence no further action is required to be taken at either end.

With the above observations and directions, this case is disposed of.

Sd/-
(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar