

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr.Ved Prakash,
Special Presiding Officer

RERA/CC/256/2023

Renu Kumari W/o Shri Sunil Kumar Complainant(s)

Vs

M/s Grih Vatika Homes Pvt. Ltd. Respondent

PROJECT- PushpVatika

For the complainant: Mr.Ishtiyaque Hussain (Adv.)

Mr.Sunil Kumar (Husband)

For the respondent: Mr.Ankit Kumar (Adv.)

19.06.2026

O R D E R

Hearing is taken up. Learned counsel on behalf of both the parties are present.

2. Learned counsel for complainant submits that the complainant had booked a Flat bearing no. 301 in the proposed project of the respondent company, namely, Pushp Vatika having an area of 1270 Sq. Ft (3BHK) on third floor, situated at Mauza- Bushunpur Pakri, PS. Phulwarisarif, Thana no. 31, Khata No. 71, Plot no. 511 in the District – Patna. He further submits that at the time of booking, the complainant had paid Rs. 7,00,000/- as a token money on 24.1.2013 through cheque No.953257 to the respondent against the total consideration amount of Rs. 26,90,000/-, which includes service tax to the developer. On the same day i.e. 24.01.2013, the respondent company executed an agreement for sale in favour of the complainant. The terms and condition of the said agreement for sale were agreed upon by both the parties as per which the developer committed to construct and complete the project - Pushp Vatika over the project land as described in fourth schedule of agreement for sale. Learned counsel further submits that complainant has paid a total sum of Rs. 13, 88,000/- till Feb 2017 to the respondent promoter in different installments and is ready to pay the remaining consideration. The learned counsel for the complainant in support of his averments, files copy of money receipts as well as bank statement on the record.

3. Learned counsel further submits that subsequently the complainant

visited the office of the respondent promoter to know the current status of the project; but he/she was informed that the booked flat no. 301 has been allotted to some other person, so they cannot provide the flat no. 301. Further, the respondent company offered an another flat bearing no. firstly flat No.101,thereafter flat No.304 of 3BHK in the same project on higher consideration amount of Rs.31,00,000/- and thus, the complainant had no option, but to accept the new offer of the respondent. He further submits that the project-Pushp Vatika is a lapsed one, but in spite of that the complainant is ready to pay the enhanced consideration amount of Rs. 31,00,000/- provided that the promoter should complete the remaining finishing work such as plumbing, wiring, flooring, installation of lift, Generator Set and firefighting equipment etc.

4. The complainant has previously prayed for issuance of direction to the respondent company to complete the remaining finishing works of flat, provide all amenities within a stipulated time and handover the physical possession of flat no.304 and execute sale deed in favour of the complainant with respect to the said flat, for which the complainant was ready to pay the difference of consideration amount. Later on due to delay and reluctant behavior of the respondent promoter, the learned counsel for the complainant and her husband Mr. Sunil Kumar by filing petition dated 03.09.2025 requested for refund of the principal amount Rs.15, 15,000/- along with interest to the complainant . Learned counsel further submits that since the respondent has failed to keep up his promise to provide an alternative flat, the complainant, under the compelling condition, has to modify her relief. The complainant in this petition also submits that in addition to the paid amount of Rs. 13, 88,000/- she made further payment of Rs. One lakh on 12.06.2023 and Rs. 27,000/- on 01.07.2023 to the respondent totaling to Rs. 15, 15,000/-. This Bench, vide its proceeding dated 03.09.2025 also took cognizance of this petition seeking refund of the principal amount.

5. Learned counsel for respondent promoter appears in the proceedings of this case. He did not deny submissions made on behalf of complainant saying that the payment details and an agreement for sale are the matter of record. He was seeking some more time to complete the remaining

works of the project. He also submits that as per the agreement for sale, the respondent is ready to hand over the possession and execute sale deed in favour of the complainant with respect to flat no. 304 in the said project, provided that the complainant must pay the remaining consideration to the respondent.

6. Considering submissions made on behalf of the parties as well as on going through the record, the Bench/Authority observes that it is case of refund of the principal amount of Rs. 15, 15,000/- to the complainant along with interest. The Bench also notes that since the respondent was not able to handover the possession of booked flat or alternative flat as assured by them, the complainant changed her relief of delivery of possession to that of refund of the total principal amount. The Bench also allowed her petition seeking refund. The respondent has used the principal amount paid by the complainant and got benefits .The delay in completion of project is due to respondent promoter; hence in such circumstances the complainant is also entitled for interest on principal amount against the respondent.

7. Accordingly, on basis of what have been discussed above, the respondent promoter through its Director Mr.Mr Ranjeet Kumar Jha is directed to refund the principal amount of Rs. 15, 15,000/- to the complainant along with interest at the rate of 2% above the MCLR of State Bank of India, as applicable for three years, within 60 days of passing of this order.

8. It is further directed that the respondent shall be liable to pay the aforesaid interest from the date of payment to the date of refund.

9. The complainant if advised, my file separate complaint case against the respondent for compensation before the Adjudicating Officer, RERA, Bihar.

With these observations/directions, the instant complaint case is disposed of.

Sd/-

(Ved Prakash)
Special Presiding Officer