

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

**RERA/CC/311/2025**

**Binod Kumar Bimal**

**.....Complainant**

**Vs**

**M/s Palviraj Construction Pvt. Ltd.**

**.....Respondent**

**Project: Bollywood Residency AB**

**Present: For Complainant: In person**

**For Respondent: Mr. Sunil Kumar, Advocate**

**10/02/2026**

**ORDER**

Hearing taken up. The complainant is present in person. Mr. Sunil Kumar, learned counsel appears on behalf of the respondent.

The complainant reiterates his statement made during the earlier hearing held on 18.12.2025 mentioning therein that he had booked Flat No.202, Block-A in the project named Bollywood Residency AB which was being constructed by the concerned respondent. He further submits that he had paid total amount of Rs.5.00 lakh out of a total consideration amount of Rs.45.00 lakh. He also submits that as per his knowledge and information, the construction of the said project has not yet been initiated. He also submits that the respondent has refunded only Rs.75,000/- in the last three years and another instalment of Rs.50,000/- has been received by him recently, thus a total of Rs.1.25 lakh has been refunded to him by the respondent but the respondent still owes a principal amount of Rs.3.75 lakh apart from the interest accrued thereby.

Mr. Sunil Kumar appearing on behalf of the respondent submits that the respondent is ready to refund the remaining amount.

Perused the record of the case and appreciated the submissions made by both the parties. It is clear that the respondent has enjoyed the benefit of the entire amount paid to him way back in the year 2019 and even after a lapse of over six years he has neither started the construction of the said project nor has refunded the remaining amount to the complainant. The provisions of the Real Estate (Regulation and Development) Act, 2016 makes it clear that the respondent is not only liable for refund of the entire amount paid to him but also liable for payment of interest to the said complainant.

Considering the hardship being faced by the complainant and unwillingness of the respondent for refunding the amount even after a lapse of over six years, this court considers it appropriate to take a final decision in this

matter for ensuring refund of the remaining amount of Rs.3.75 lakh along with interest as per the provisions of law by the respondent.

Thus, in light of the documents placed on record and submissions made therein and also considering that the respondent has enjoyed the economic benefit of the amount paid by the complainant in lieu of booking of the alleged flat, this Bench hereby directs the respondent company and its Directors to refund the remaining amount of Rs.3.75 lakh to the complainant along with interest over the total amount paid of Rs.5.00 lakh @ 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 a period of sixty days from the date of issue of this order.

As regards claim for compensation is concerned, 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 disposed of.

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