

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/429/2024

Dr. Rajiv Kumar Bhatta

.....Complainant

Vs

M/s Deep Raj Engicon Pvt. Ltd.

.....Respondent

Project: N/A

Present: For Complainant: Mr. Bipin Bihari, Advocate

For Respondent: None

10/08/2026

ORDER

The matter was last heard on 01.07.2026 when Mr. Bipin Bihari, learned counsel for the complainant was present. None appeared on behalf of the respondent.

The case of the complainant is that relying on an advertisement with respect to a piece of land measuring 13 katha 14 dhur situated at Mauza Pali, Thana Naubatpur, District Patna the complainant became ready to purchase the said land @ Rs.24.51 lakh per katha. Accordingly, an agreement was executed between the parties on 17.01.2024 to purchase the said property by paying an advance amount of Rs.11.02 lakh as is evident from the agreement for sale. The complainant continued to pay the remaining balance amount as per the agreement and paid a total of Rs.29.02 lakh from his current account. Thereafter upon verification, the complainant found that the total area of the land was mentioned as only 24 decimals in the certified copy of the Khatian of the land dated 29.01.2024 whereas in the certified copy dated 12.10.2022, which was handed over by the respondent to the complainant, the total area of the land was mentioned as 1 acre 24 decimals. Thus, by forging the documents and by altering the actual total area of the land the respondent made a false representation to the complainant for fraudulently selling the property as mentioned in the agreement dated 17.01.2024 and received an amount of Rs.29.02 lakh. In the meantime, the respondent sold the land under agreement to another person. Thereafter the complainant asked for refund of the paid amount to the respondent but the respondent returned only Rs.11.50 lakh. The complainant requested several times to the respondent to return the balance amount of Rs.17.52 lakh, but the respondent did not return the said amount. Finding no option, the complainant sent a legal notice on 16.03.2024 through a registered post to the respondent for refund of the balance amount but the respondent did not pay any heed to the said request. Hence, the complainant has no option but to pray for a direction to the respondent to refund the remaining amount of Rs.17.52 lakh to the complainant along with interest as per the provisions of law.

The complainant has filed a written notes of argument reiterating the same facts as stated in the complaint petition. Learned counsel for the

complainant submitted that owing to the discrepancy in the detail area of the land which earlier was declared to be 13 katha 14 dhurs by the respondent in his Khatiyon but later on found to be actually 12 katha 10 dhur on verification of the complainant, the complainant decided not to purchase the said land parcel and hence, asked for a refund of the entire paid amount of Rs.29.02 lakh. He filed a Bank statement of the entire paid amount. Later on, on the request of the complainant, the respondent refunded Rs.11.50 lakh only to the complainant and has illegally retained Rs.17.52 lakh despite repeated requests.

This Bench observes that despite several opportunities given to the respondent, he has neither appeared on any of the proceedings held before this Bench nor has voluntarily refunded the remaining amount 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.

On perusal of the record it is observed that the complainant in lieu of booking for his plot had transferred the booking money from his account No. 440720110000415 into the Bank account of the respondent M/s Deep Raj Engicon Pvt. Ltd. As per details submitted by the complainant in compliance with the direction given during the hearing held on 01.07.2026, a total amount of Rs.18.00 lakh has been paid into the Bank account of the respondent company M/s Deep Raj Engicon Pvt. Ltd. The Bench further observes that even after giving considerable time to the complainant, he could not furnish the entire details which could prove the fact that he had paid a total amount of Rs.29.02 lakh in favour of the respondent company. Hence, after cautiously studying the documents submitted by the complainant, the Bench is constrained to acknowledge a payment of only Rs.18.00 lakh in favour of the respondent company, out of which Rs.11.50 lakh has been refunded by the respondent to the complainant. It is also clear that the booking was done way back in the year 2024 but even after a lapse of two years the respondent has neither handed over the possession of the booked flat nor refunded the remaining amount to the complainant. Nevertheless, it is clear that the respondent has enjoyed full economic benefit out 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 the complainant is, therefore, entitled for getting refund of the entire remaining amount along with due interest. Hence, it is clear that a net principal amount of Rs.6.50 lakh still remains to be refunded to the complainant apart from the interest on the entire paid principal amount of Rs.18.00 lakh accrued from the date of payment till the date of refund 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 plot, this Bench hereby directs the respondent company and its Directors to refund the remaining principal amount of Rs.6.50 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 over the entire paid amount of Rs. 18.00 lakh 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 disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar