

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

RERA/CC/425/2024

Arun Kumar Singh

.....Complainant

Vs

Aakash Kunal & Madhukant, Proprietors of Grih Aaramb Developers

Pvt. Ltd.

.....Respondent

Project: Sports City

Present: For Complainant: Mr. Bishwajit Kumar, Advocate

For Respondent: None

10/08/2026

ORDER

The matter was last heard on 21.07.2026 when Mr. Bishwajit Kumar, learned counsel for the complainant was present. None appeared on behalf of the respondent.

The case of the complainant is that the complainant booked four residential flats as well as four commercial shops in the proposed project named 'Sports City' at Siwala Road, the details of which have been mentioned in paragraph-3(ii) of the complaint petition. The complainant for the said booking had paid Rs.22,65,111/- through different cheques to the respondent either from his account or from the account of his wife Renu Singh between 29.06.2017 to 26.03.2020. The photo copies of the allotment receipts along with data chart of transaction of money to the respondent have been annexed with this complaint petition. At the time of allotment, an assurance was given by the respondent that the possession of the flats and shops would be handed over to the complainant by the end of 2022 but till date neither the project has been started by the respondent nor the respondent has handed over the possession of the same to him. Thereafter a legal notice dated 28.02.2023 was served by the complainant on the respondent but the same was not responded by the respondent. Therefore, he has prayed for a direction to the respondent to immediately hand over the possession of the above four flats and four commercial units to the complainant or if the respondent cannot handover the possession of the same to the complainant, the respondent should refund the entire amount of Rs.22,65,111/- along with interest @ 15% per annum over the said amount with compensation.

The complainant has filed a written notes of argument reiterating the same facts as stated in the complaint petition. On the direction of the Bench dated 19.05.2026, learned counsel for the complainant has filed an authenticated Bank statement mentioning therein the amount debited from the account of Mr. Arun Kumar Singh and his wife Ms. Renu Singh in favour of Grih Aarambh Developers Pvt. Ltd.. He also furnished a self-attested copy of the statement details given by the complainant which contains the cumulative amount paid to the respondent concerned.

This Bench observes that despite several opportunities given to the respondent, he has neither handed over the possession of the said flats as well as commercial shops to the complainant nor has voluntarily refunded the entire 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 cumulative statement so submitted by the complainant, it appears that a total payment of Rs.17,66,111/- has actually been paid in favour of the respondent Grih Aarambh Developers Pvt. Ltd. Learned counsel for the complainant submitted that in some of the Bank statement, the amount, which has been debited from the account of Ms. Renu Singh, wife of the complainant Mr. Arun Kumar Singh, though bears the amount and cheque number of the debited amount but it does not bear the name of the beneficiary and hence, the account statement of Grih Aarambh Developers Pvt. Ltd. has also been enclosed just to prove that the said cheque has been credited in favour of Grih Aarambh Developers Pvt. Ltd. accordingly. He has therefore prayed for a direction to the respondent to refund the entire paid amount of Rs.17,66,111/- along with interest as per the provisions of law. It is also clear that the booking was done way back in the year 2017 but even after a lapse of over nine years the respondent has not refunded the entire 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 he is, therefore, entitled 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 flats, this Bench hereby directs the respondent company and its Directors to refund the entire paid amount of Rs.17,66,111/- 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 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