

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,  
Special Presiding Officer, RERA,

**RERA/CC/544/2024**

Rama Shankar Singh .... Complainant

Vs.

M/s Somyvinayak Construction Pvt. Ltd. ....Respondent

**PROJECT: YUGRAJ RESIDENCY**

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For the Complainants: Mr. Ishtiyaque Hussain , Advocate

For the Respondent: None

**10.09.2025**

**ORDER**

Learned counsel Mr. Ishtiyaque Hussain on behalf of the complainant is present but the respondent is absent. It transpires from the record that the respondent - promoter neither ever appeared before the Conciliation Forum nor before this Bench in spite of reminder notice issued against him.

2.Learned counsel for the complainant submits that vide Agreement dated 18.11.2021 the complainant had booked 3 BHK Flat no.403 on 4<sup>th</sup> floor having super built-up area of 1100 sq. ft. along with car parking space on ground floor in the project – “Yugraj Residency” of M/s Somyvinayak Construction Pvt. Ltd. situated at Mauza – Shekhpura, P.S. Ramkrishna Nagar, District – Patna, on consideration amount of Rs.34,00,000/-, out of which he paid Rs. 10,00,000/- which finds mention in the Agreement itself. He further submits that the respondent had assured to complete and handover possession of flat within six months from the date of Agreement and thereafter the respondent promised to handover by May, 2022, but the respondent did not complete the project and handover possession of flat within the time granted. When the complainant raised objection before the respondent and started asking to refund money, the respondent refused to return money and after some time the respondent got his booking transferred to

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the newly launched project, namely, "U.R.Ravi Karan Complex, at Sampatchak, Patna, and issued an allotment letter dated 29.12.2022, wherein the respondent allotted Flat no.205 of 1062 sq. ft. on 2<sup>nd</sup> floor on total consideration amount of Rs.30,00,000/-, in which the complainant also paid Rs.2,00,000/- in cash and Rs.10,00,000/- paid in the project "Yugraj Residency" was adjusted in new allotment in project "U.R.Ravi Karan Complex", which finds mention in the allotment letter dated 29.12.2022 itself. He further submits that when the complainant started asking to execute fresh Agreement on account of transferring of his booking to the new project, the respondent refused. Consequently, the complainant requested for refund of his money, upon which the respondent till 28.06.2024 has refunded only Rs.2,75,000/- and the rest amount has not been refunded so far. Hence, the present complaint by the complainant for refund of remaining principal amount with interest by the respondent.

3. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of handing over possession of the flat either in the project "Yugraj Residency" or the other project "U.R.Ravi Karan Complex, at Sampatchak nor is showing interest in getting this case disposed of by appearing in the case in spite of reminder notice issued. The Bench further observes from the record that the complainant had entered into an Agreement with the respondent on 18.11.2021 to purchase 3 BHK Flat no.403 on 4<sup>th</sup> floor having super built-up area of 1100 sq. ft. along with car parking space in the project – "Yugraj Residency" which was subsequently transferred to another project "U.R.Ravi Karan Complex vide allotment letter dated 29.12.2022 by the respondent and the complainant made total payment of Rs.12,00,000/-, out of which the respondent refunded Rs.2,75,000/- and the rest amount is still to be refunded. The Bench presumes that the respondent – promoter has nothing to say in

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this matter and only wants to linger the case so as to harass the complainant further. In such a situation, the Bench is left with no option but to pass the order exparte on merit on the basis of material available on the record as the case cannot be allowed to remain pending for an indefinite period.

4. In the backdrop of the submission made by the complainant's counsel and on going through the material available on record, the Authority directs the respondent - company and its Directors Mr. Pappu Kumar, Mr. Gopal Pandey and Mr. Narayan Singh to refund the remaining principal amount of Rs.9,25,000/- to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India since the date on which the total amount was paid till the date of refund within sixty days of this order.

5. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

**With the aforesaid observations and direction, this case is disposed of.**

Sd/-

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.