

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer, RERA,

RERA/CC/104/2024

Meena Singh Complainant

Vs.

M/Chanakya Reality Pvt. Ltd. Respondent

PROJECT: CHANAKYA CITY

For the Complainant : Mr. Biswas Vijeta , Advocate

For the Respondents: None

26.09.2025

ORDER

Learned counsel Mr. Biswas Vijeta on behalf of the complainant is present but the respondents are absent.

2. At the outset the Bench notes that though the respondent is absent, but previously learned counsels Sri Punit Kumar and Mr. Sumit Kumar on behalf of the respondents without Vakalatnama were appearing. However, they left to attend the proceeding on 26.09.2025 on ground that the respondents were not in their contact. It is also to be noted that on 27.08.2024 one of the partners - cum- respondent no.2 had appeared and he was willing to deliver flat on payment of remaining consideration amount of Rs.95,15,000/- out of total consideration amount of Rs.1,21,16,000/- but presently none of the respondents has taken pain to appear and defend the case. Hence, the Bench cannot wait for indefinite period for their appearance. Accordingly, the order is being passed exparte against the respondents.

3. Learned counsel for the complainant submits that in the month of March, 2022 the complainant had booked Flat no.306 in Block –C having area of 1452 sq. ft. in the project “Chanakya City” of M/s Chanakya Reality Pvt. Ltd. on consideration amount of Rs.46,46,400/- out of which she paid Rs.1,01,000/- through cheque no.170772 dated 01.03.2022, which finds mention in the SBI Bank Account Statement (at Annexure -1) and Rs.25,00,000/- through cash

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against which money receipt (at Annexure -2) was issued by the respondent and thereby the complainant made total payment of Rs.26,01,000/-. He further submits that as per industry norms after payment of the aforesaid amount an Agreement For Sale was to be executed between the parties but it was not done. The complainant continuously requested the respondent for execution of Agreement but unfortunately even after lapse of long period of time neither Agreement was executed nor possession of flat was handed over which caused deep anguish to the complainant mentally and financially both. Thereafter, the complainant sent a detailed representation dated 24.02.2024 (at Annexure -3) through her learned counsel for execution of Agreement For Sale and transferring of ownership and possession of flat in question in favour of the complainant but unfortunately that could not fetch any result. Hence, the complainant filed this complaint for handing over possession of Flat no.306 in Block -C in the above project after following all due legal procedures and to provide interest for delay as well as compensation but the said prayer has been modified by the complainant vide modification supplementary application dated 22.08.2025 to the extent that the respondent may be directed to refund Rs.26,01,000/-, which was paid against Flat no.306 in Block C of the above project, and pay interest and compensation in accordance with provision of Section 18 of the RERA Act, 2016.

4. The respondents through one of their partners Mantu Kumar filed written statement on 19.09.2024, wherein it is stated that it is not correct that total consideration money of flat along with car parking space was Rs.46,46,400/-, rather the consideration money of flat having super built-up area of 1452 sq. ft. was Rs.1,16,16000/- and Rs.5,00,000/- for vehicle parking and, thus, the total consideration money of flat and car parking was Rs.1,21,16000/-. It is further stated therein that there is no dispute about payment of Rs.26,01,000/- by the complainant and the respondent is ready to execute Sale Deed in favour of the complainant

and is also ready to fulfill all formalities for handing over possession of flat to the complainant if balance amount of Rs.95,15000/- is paid by the complainant.

5. Heard learned counsel for the complainant and perused the record. The Bench observes that on the basis of oral agreement the complainant booked Flat no. 306 in Block – C in the project “Chanakya City” and against booking the complainant paid total amount of Rs.26,01,000/- which is also not disputed by the respondent. The Bench further observes that there is dispute between the parties on consideration money as the complainant claims total consideration money of flat along with car parking was Rs.46,46,400/- whereas the respondent claims that total consideration of flat along with car parking was Rs.1,21,16000/- but neither of the parties has brought any document to establish their respective claim. However, since the complainant is ready to get her principal amount refunded there is no need to delve into the said issue any further.

6. In the backdrop of the submission made by the parties and on going through the material available on record, the Bench directs the respondent - company and its all partners to refund the principal amount of Rs.26,01,000/- 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.

7. 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.