

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/123/2025

Shubham Kumar Complainant

Vs.

Patna Green Housing Pvt. Ltd. & Ors. Respondents

PROJECT: METRO VRINDAVAN CITY

For the Complainant: Mr. Tarun Sagar, Advocate

For the Respondents: None

13.02.2026

ORDER

Learned counsel Mr. Tarun Sagar on behalf of the complainant is present but the respondents are absent.

2(i). Learned counsel for the complainant submits that an Agreement For Sale dated 19.01.2023 between Mr. Amanjit Kumar, Director of the respondent company, and Mr. Shiwam Kumar and Mr. Shubham Kumar (complainant), who are full brothers, was executed, which is kept on record as Annexure -1, to purchase Plot no.C-08 having area of 1500 sq. ft. in the project " Metro Vrindavan City " located at Mouza- Bela P.S.-Bihta, District, Patna, on total consideration amount of Rs.28,50,000/- out of which the complainant made payment in the manner Rs.14,25,000/- at the time of execution of the Agreement, Rs.5,00,000/- on 09.02.2024 and Rs.9,25,000/- on 11.02.2024 and, thus, he may payment of total consideration amount, against these payments acknowledgement receipts were issued by the respondents and the same are kept on record and also in support of the same Account statements issued by the HDFC & ICIC Banks are also kept on the record. He further submits that after receiving the entire consideration amount the respondents neither delivered possession of the plot nor executed registered sale deed in favour of the complainant within the time granted while executing the Agreement.

(ii) He also submits that the respondents had violated the provision of Section 3(1) of the RERA Act, 2016, as they made advertisement and started booking of the plots without getting the project registered from RERA. He also submits that the respondents through an undertaking had admitted their default and committed to refund the amount along with Rs.70,000/-, towards

challan fees, by 31.07.2024 and thereafter by another written letter dated 10.08.2024

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they had assured to refund the aforesaid amount but they failed in honouring their commitment. He also submits that the respondent no.3 issued a post-dated cheque of an amount of Rs.14,25,000/- in the name of the complainant's brother but on submission of the said cheque to the Bank it became dishonoured and thereafter again the respondents issued six cheques but on submission of the same they also became dishonoured. He further submits that in April, 2025 the respondents refunded Rs.2,00,000/- when they received notice from the tribunal. Lastly, he submits that the complainant has filed this complaint for a direction to the respondents to refund his remaining amount along with interest and compensation.

3. Learned counsel for the respondents in the earlier proceeding dated 31.12.2025 had appeared and submitted that the respondents are ready to refund the remaining amount of Rs.26,50,000/- and they will file a plan for refund of the aforesaid amount on 13.02.2026 but today on the case being called out the respondent neither appeared nor filed any time petition, nor filed the plan of refund of the aforesaid amount as assured on 31.12.2025, which shows that the respondents wants to get this matter pending for an indefinite period in order to further harass the complainant.

4. Perused the record. The Bench observes that an Agreement For Sale dated 19.01.2023 was executed between the parties to purchase Plot no.C-08 having area of 1500 sq. ft. in the project "Metro Vrindavan City" located at Mouza- Bela P.S.-Bihta, District, Patna, on total consideration amount of Rs.28,50,000/- which was paid by the complainant in the manner, as mentioned above. The Bench also observes that the respondents have failed in honouring the commitment made to the complainant of handing over possession of the plot and execution of sale deed. The Bench further observes that the respondents want to delay the disposal of this case because of the fact that in the last proceeding dated 31.12.2025 the respondents' counsel had said that the respondents are willing to refund the remaining principal amount of the complainant and on the next date 13.02.2026 he will file a plan for refund of the

aforesaid amount but today neither the respondents nor their representative has appeared, nor any time petition has been filed seeking adjournment

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of the case. Considering the hardship being faced by the complainant and also the indifferent and non-cooperative attitude of the respondents – promoters, the Bench does not think it proper to allow this case pending for further period and, accordingly, the case is disposed of today itself.

6. In the backdrop of the submissions made on behalf of the complainant and ongoing through the material available on record as well as keeping in view the above observations, the Bench directs the respondent - company and its Director Mr. Amanjit Kumar & Managing Director Sri Bhushan Kumar Singh to make payment of Rs.26,50,000/- along with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India on the date of payment of total principal amount of Rs.28,50,000/- till the date of refund within sixty days of this order.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.